

FRANCHISE DISCLOSURE DOCUMENT

Supreme Service Solutions, Inc. d/b/a Supreme Produce
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The franchise is for a Supreme Service Solutions, Inc. d/b/a Supreme Produce kiosk/workspace. The Franchisor (as defined below) has developed and owns a distinctive system relating to the establishment and operation of a dedicated food preparation work space (which may either be a kiosk in the customer facing part of various commercial establishments and/or a dedicated work space in the non-customer facing part of such establishments and shelf space in such establishments to hold and display the various produce products) for the sale of cut fruit, shucked corn, and other fresh vegetables and other produce, sparkling water, and/or other related products (in such combination as the Franchisor may determine is appropriate). These produce kiosks/workspaces are generally located at third-party locations, typically upscale supermarkets, hotels, cafeterias, and university facilities, that in most instances will be sourced by the Franchisor and under leases, licenses or other rights to occupy such establishments between the owner/manager of the establishment and the Franchisor. At the food kiosks/workspaces, Franchisees (as defined below) will prepare their produce products for the Franchisee's customers to purchase through the establishment's point of sale infrastructure, either to take with them or to consume at the establishment's shared common areas.

The total investment necessary to begin operation of a Supreme Produce franchise is \$22,100 – \$238,750. This includes \$8,000 – \$65,000 that must be paid to the Franchisor or affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement (as defined below) and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least fourteen (14) calendar days before you sign a binding Franchise Agreement with, or make any payment to, Franchisor or an affiliate in connection with the proposed franchising. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your Franchise Agreement will govern your franchise relationship. Do not rely on this disclosure document alone to understand your Franchise Agreement. Read your Franchise Agreement carefully and in its entirety. Show your Franchise Agreement 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 and understand this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: January 27, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION IN THIS DOCUMENT
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 and Exhibit E .
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 C includes financial statements of the Franchisor. 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 Supreme Produce 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 Supreme Produce franchisee?	Item 20 and Exhibit E list current and former franchisees. You can contact them to ask about their experiences.

What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.
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What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees to the Franchisor, even if your franchise is 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 that 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 D**.

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**” in this document.

Special Risks to Consider About *This* Franchise

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

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

Short Operating History. The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

Some States Require Registration. 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.

SUPREME SERVICE SOLUTIONS, INC.

FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor:

The franchisor is Supreme Service Solutions, Inc., referred to in this disclosure document as “Franchisor”, “SSS”, “we”, “us” or “our.” We refer to the person interested in buying a franchise as “Franchisee”, “you” or “your.” If you are a corporation, partnership, limited liability company or other entity, certain provisions of the Franchise Agreement will apply to your entity’s owners. These will be addressed in this disclosure document where appropriate.

We were organized as a Texas corporation on November 4, 2021. Our principal offices are located at 251 Renner Pkwy., Richardson, Texas 75080 and our telephone number is (972) 402-9498. Our agents for service of process are listed in **Exhibit B**.

Franchisor, as the result of the expenditure of time, skill, effort and money, has developed and owns a unique and distinctive system (the “System”) relating to the establishment and operation of food kiosks/workspaces (“Produce Kiosks”) which sell cut fruit, shucked corn, and other fresh vegetables and other produce, sparkling water, and/or other related products (in such combination as the franchisor may determine is appropriate) (“Produce Products”). Produce Kiosks are generally located at the premises of third-parties (the “Hosts”), typically upscale supermarkets (“Host Locations”), that in most instances are sourced by Franchisor and under leases, licenses or other rights to occupy such Host Location (“Occupancy Agreements”) between the Host and Franchisor.

We do business under our company name, under the assumed name “Supreme Produce”, and under the Proprietary Marks (as defined below). As of the issuance date of this Franchise Disclosure Document, we have 264 Produce Kiosks in twelve (12) states. SSS does not directly operate our own Produce Kiosks and has no other business activities other than the franchising of certain businesses, including without limitation Produce Kiosks and kiosks for fresh produce and other products.

The Franchise Offered:

We offer qualified applicants a franchise arrangement for Produce Kiosks.

General Market; Competition:

The market for food kiosk services is well established. The food service business is highly competitive based on price, service, location and food quality, and is often affected by changes in consumer tastes, economic conditions, population, traffic patterns and the customer base of the Host Location. Produce Kiosks will compete in each market with locally-owned restaurants and other kiosks, as well as with national and regional restaurants.

Industry Specific Regulations:

In addition to the laws, regulations and ordinances applicable to businesses generally, like the Americans with Disabilities Act, Federal Wage and Hour Laws, the Immigration Reform and Control Act of 1986, and the Occupation, Health and Safety Act, you should consider that certain aspects of the Produce Kiosk are heavily regulated by federal, state and local laws, rules and ordinances. The U.S. Food and Drug Administration and the U.S. Department of Agriculture, as well as state and local departments of health and other agencies, have laws and regulations concerning the preparation of food and sanitary conditions of food service facilities. State and local agencies routinely conduct inspections for compliance with these

requirements.

Our Affiliates and Predecessors:

Our affiliate, GBC Food Services, LLC (“GBC”), a Texas limited liability company, has offered sushi kiosk franchises since 2021 and has recently expanded its kiosk franchise offerings to include dumplings and/or other Pan-Asian food. As of the issuance date of this Franchise Disclosure Document, GBC has sold an aggregate of approximately 666 sushi, dumpling and/or Pan-Asian kiosk franchises. GBC’s principal business address is 251 Renner Pkwy., Richardson, Texas 75080.

Franchisor does not have any predecessor (*i.e.*, another person or entity (i) from whom Franchisor acquired substantially all of such person’s or entity’s liabilities and obligations or (ii) that was restructured to become the Franchisor (whether by merger or otherwise)).

ITEM 2
BUSINESS EXPERIENCE

Katie Aung

Executive Chairman and Co-Founder

Katie Aung is the Co-Founder and Executive Chairman of SSS (located at 251 Renner Pkwy., Richardson, Texas 75080) since November 2023. Prior to such position, Katie was the Co-CEO of SSS since its formation in November 2021.

Katie is also the Co-Founder and Executive Chairman of GBC (also located at 251 Renner Pkwy., Richardson, Texas 75080), since November 2023. Prior to such position, Katie was the Co-CEO of GBC since its formation in January 2011.

Thein Aung

Co-Founder and President

Thein Aung is the Co-Founder and President of SSS (located at 251 Renner Pkwy., Richardson, Texas 75080), since November 2023. Prior to such position, Thein was the Co-CEO of SSS since its formation in November 2021.

Thein is also the Co-Founder and President of GBC (also located at 251 Renner Pkwy., Richardson, Texas 75080), since November 2023. Prior to such position, Thein was the Co-CEO of GBC since its formation in January 2011.

Scott Bova

President

Scott Bova is the President of GBC, a position he assumed in November 2024. Pursuant to a shared services agreement, he also performs this role for SSS. Prior to this role, Scott was (i) the Global Vice President of Merchandising Operations for Whole Foods Market Inc., located in Austin, Texas, from March 2020 to November 2024, (ii) the Sr. Director of New Concept Innovation for Wegmans Food Markets Inc., located in Rochester, New York, from June 2019 to March 2020, (iii) the Sr. Director of Prepared Foods & Restaurants for Wegmans Food Markets Inc., located in Rochester, New York, from January 2017 to June 2019, (iv) the Sr. Director of Perishable Operations for Wegmans Food Markets Inc., located in Rochester, New York, from July 2014 to January 2017, and (v) the Operations Regional Executive Chef and Store Manager (Special Assignment) for Wegmans Food Markets Inc., located in Rochester, New York, from October 2008 to July 2014.

James Balistriere

Senior Vice President of Operations and Merchandising

James Balistriere worked in Central Market from 2017 to 2023 and joined GBC as Senior Vice President of Operations and Merchandising in October 2023 and pursuant to a shared services agreement also performs this role for SSS. As a senior executive of GBC, he is commissioned to lead the merchandising and operations team that consists of forty (40) leaders distributed within the company's four (4) major business verticals across forty (40) states and 600 locations nationwide.

Andrew Compton
Vice President of Finance

Andrew Compton is the Vice President of Finance of GBC and pursuant to a shared services agreement has also performed this role for SSS since March 2023. Prior to such position, Andrew was (i) the On Demand CFO/HR Expertise/Strategic Business Consultant for C-Suite Support, located in Dallas, Texas, from February 2022 to January 2023, (ii) the VP of Finance and Administration for Twenty20 Solutions, located in Irving, Texas, from March 2019 to July 2021, (iii) the Controller for Paradigm Tax Group, located in Dallas, Texas, from July 2016 to January 2019 and (iv) the Found of 217 Consulting Services, located in Austin, Texas, from July 2021 to January 2024.

Van Nawl
Vice President of Operations

Van Nawl is the Vice President of Field Operations of GBC and pursuant to a shared services agreement has also performed this role for SSS since October 2023. Prior to such position, Van was a sushi chef at H-E-B and Azuma Sushi & Robata Bar in Texas. He joined GBC in 2015 as Regional Operations Manager. He was then promoted to work as Logistics & Purchasing Manager in 2016 and held that role for five (5) years. In 2023, Van was promoted once again to Vice President of Field Operations at GBC.

Fresh Avila
Director of Administration

Fresh Avila is the Director of Administration at GBC, looking after the shared services between Human Capital Management, Franchise Compliance, Quality Assurance, Office Administration, and IT departments since February 2024 and pursuant to a shared services agreement also performs this role for SSS. Before she joined GBC, she worked as Director of Human Resources in a modular construction company, and as Director of Talent Acquisition in the largest digital asset mining company in North America between from 2021 to 2024. Fresh's prior experience encompasses international borders working for the UAE's leading food and beverages manufacturing company, Agthia Group, within the Human Resources space looking after the Middle East and North Africa region; working as a Human Resources and Operations Consultant to Abu Dhabi Airports Company; and working as the Head of Recruitment & Selection for Abu Dhabi Police's conglomerate, Secure Engineering from 2010 to 2016.

Lisel Ramirez
Senior Compliance Manager

Lisel Ramirez began working at GBC in 2021 as Office & Facilities Manager. She was promoted to Senior Compliance Manager in December 2023 and pursuant to a shared services agreement also performs this role for SSS. In this role, she is responsible for ensuring that franchisees operate in compliance based on the prevailing policies, procedures, and legal requirements as well as providing guidance to franchisees to help them meet the compliance standards. Lisel has a background in education and practiced her expertise from 2016 to 2021. Prior to that, her worked as Administration Manager in Mexico from 1996 to 2014.

ITEM 3

LITIGATION

Litigation Involving the Franchisor

In the Matter of Determining Whether there has been a violation of the Franchise Investment Protection Act of Washington by: Supreme Service Solutions, Inc. d/b/a Supreme Produce; and GBC Food Services, LLC (Order No.: S-25-4105-25-CO01). Proceeding filed by the State of Washington Department of Financial Institutions Securities Division (the “Securities Division”) concluded that, between June 19, 2024 through September 2, 2025, we and GBC, violated the Washington Franchise Investment Protection Act (the “WFIPA”) by circulating promotional advertisements and information with respect to Supreme Produce franchises that constituted the offer or sale of franchises in the state of Washington which (i) occurred while we were not registered to sell Supreme Produce franchises in the state of Washington; (ii) violated a previous consent order that GBC entered into with the Securities Division on August 31, 2021, and a previous consent order that we entered into with the Securities Division on July 16, 2025, as both are described in further detail below; and (iii) failed to disclose that Supreme Produce franchises were not registered in the state of Washington. On November 25, 2025, we executed a consent order (the “Consent Order”) with the Securities Division whereby we and our Affiliate agreed to (i) cease and desist from offering or selling franchises in violation of WFIPA; (ii) cease and desist from violating the franchise disclosure section of the WFIPA; (iii) pay a civil monetary penalty in the amount of \$25,000 (with respect to us); (iv) pay a civil monetary penalty in the amount of \$25,000 (with respect to GBC); (v) pay investigative costs in the amount of \$1,000 (with respect to us); and (vi) pay investigative costs in the amount of \$1,000 (with respect to GBC).

In the Matter of The Securities Commissioner of Maryland v. Supreme Service Solutions, Inc., doing business as Supreme Deli. Administrative Proceeding filed by the State of Maryland Securities Commissioner (the “Securities Commissioner”) concluded that, on August 4, 2023 and again on August 29, 2024, we violated the Maryland Franchise Registration and Disclosure Law (the “Maryland Franchise Law”) by entering into a written independent contractor agreement that constituted a franchise without (i) first providing such prospective franchisee with a franchise disclosure document prior to executing the written agreement and (ii) registering with the Securities Division of the Office of the Attorney General of Maryland (the “Securities Division”). On September 17, 2025, we executed a Consent Order (the “Consent Order”) with the Securities Commissioner, whereby we agreed to (i) cease and desist from the offer and sale of franchises in violation of the Maryland Franchise Law; (ii) send to the franchisee a rescission offer, notifying the franchisee that they are being offered an opportunity to immediately rescind their agreement under the terms of the Consent Order; and (iii) pay a civil monetary penalty in the amount of \$1,000.

In the Matter of Determining Whether there has been a violation of the Franchise Investment Protection Act of Washington by: Supreme Service Solutions, Inc. d/b/a Supreme Deli (Order No.: S-25-3972-25-CO01). Proceeding filed by the State of Washington Department of Financial Institutions Securities Division (the “Securities Division”) concluded that we violated the Washington Franchise Investment Protection Act (the “WFIPA”) on or about March 29, 2024 by offering and selling an unregistered franchise to a Washington resident and failing to provide a franchise disclosure document to the prospective franchisee prior to such sale. On July 16, 2025, we entered into a Consent Order whereby we agreed to cease and desist from violating the relevant provisions of the WFIPA and pay investigative costs of \$1,500.

Litigation Involving Affiliates

In the Matter of GBC Food Services, LLC, d/b/a Yummi Sushi, Yummi Sauces, Toshimi, Calmon, and Sushi Sara. Administrative Proceeding filed by the State of Maryland Securities Commissioner (the

“Securities Commissioner”) concluding that, between April 2022 and May 2024, we violated the Maryland Franchise Registration and Disclosure Law (the “Maryland Franchise Law”), by entering into five (5) franchise agreements with three (3) individuals who are Maryland residents without (i) being registered with the Securities Division of the Office of the Attorney General of Maryland (the “Securities Division”) to offer and sell franchises, and (ii) providing such franchisees with a franchise disclosure document prior to the offer and sale of a GBC franchise. On October 29, 2025, we executed a Consent Order (the “Consent Order”) with the Securities Commissioner, whereby we agreed to (i) cease and desist from the offer and sale of franchises in violation of the Maryland Franchise Law; (ii) provide an unconditional refund of the initial start-up fee and renewal fee that any Maryland franchisee paid GBC; (iii) send to each of the Maryland franchisees a copy of the Consent Order and a cover letter advising that such Maryland franchisee is not subject to the non-compete and any other post-termination provisions under the franchise agreement such Maryland franchisee signed and that we are paying the aforementioned refund in settlement of an administrative proceeding that the Securities Division may bring; and (iv) remit to the Securities Division a civil monetary penalty in the amount of \$1,500.

In the Matter of the State of Washington Department of Financial Institutions Securities Division v. GBC Food Services, LLC d/b/a Yummi Sushi (Order No. S-25-3964-25-CO01). Proceeding filed by the State of Washington Department of Financial Institutions Securities Division (the “Securities Division”) concluded that GBC violated (i) the Washington Franchise Investment Protection Act (the “WFIPA”) and (ii) the previous Consent Order (the “Initial Consent Order”) dated August 31, 2021, by offering for sale and selling at least 144 unregistered Yummi Sushi franchises to residents of the State of Washington, during the period of time where GBC’s franchise registration with the State of Washington had lapsed, constituting unauthorized sales of franchises within the State of Washington without required disclosure. The Securities Division also concluded that GBC violated the anti-fraud provisions of WFIPA by omitting material facts to franchisees. On October 7, 2025, GBC executed a second Consent Order (the “Second Consent Order”) with the Securities Division, whereby we agreed to (i) cease and desist from the offer and sale of franchises in violation of the WFIPA, (ii) pay a civil penalty of \$20,000, and (iii) pay all investigative costs consisting of \$5,000 to the Securities Division.

In the Matter of the Commissioner of Financial Protection and Innovation v. GBC Food Services, LLC, doing business as Yummi Sushi, Yummi Sauces, Toshimi, Calmon, and Sushi Sara. Administrative proceeding filed by the State of California Department of Financial Protection and Innovation (the “DFPI”) concluding that, between January 1, 2020 to February 12, 2024; and April 20, 2024 to January 13, 2025 (the “Unregistered Period”), GBC violated the California Franchise Investment Law (the “FIL”) by entering into written independent contractor agreements that constituted franchises with approximately forty-six (46) prospective franchisees without first providing such prospective franchisees with a franchise disclosure document prior to executing the written agreements. GBC executed the DFPI’s initial Consent Order on October 18, 2024 (as explained below in *Commissioner of Financial Protection and Innovation’s Investigation of GBC Food Service, LLC, doing business as Yummi Sushi, Yummi Sauces, Toshimi, Calmon, and Sushi Sara* (the “Initial Consent Order”). On July 8, 2025, GBC executed a new Consent Order with the DFPI, which incorporated and was supplemented by the Initial Consent Order, whereby GBC agreed to cease and desist from the offer and sale of franchises in violation of the FIL and to pay a reduced administrative penalty in the amount of \$13,800 for our cooperation with the DFPI and our self-reporting.

Commissioner of Financial Protection and Innovation’s Investigation of GBC Food Services, LLC, doing business as Yummi Sushi, Yummi Sauces, Toshimi, Calmon, and Sushi Sara. Administrative investigation by the State of California Department of Financial Protection and Innovation (the “DFPI”) alleging that, between 2020 and February 12, 2024, GBC violated the California Franchise Investment Law (the “FIL”) by entering into written independent contractor agreements that constituted franchises with approximately thirty-six (36) prospective franchisees without first providing such prospective franchisees

with a franchise disclosure document prior to executing the written agreements. On August 19, 2024, the DFPI issued its settlement offer letter to GBC (no case citation or number included on the letter), providing timelines for accepting the settlement offer of \$180,000 or submitting mitigating or exculpatory facts or circumstances to the DFPI for further consideration. GBC submitted mitigating facts and circumstances and subsequently agreed to pay a fine in the amount of \$54,000. We executed the DFPI's Consent Order on October 18, 2024, agreeing to the fine amount and agreeing to cease and desist from violating California Franchise Investment Law and Corporations Code.

In the Matter of Determining Whether there has been a violation of the Franchise Investment Protection Act of Washington by: GBC Food Services, LLC d/b/a Yummi Sushi. Administrative Proceeding filed by the Washington Securities Division of the Department of Financial Institutions against GBC (Order No.: S-21-3158-21-CO01) alleging that, between 2019 and 2021, GBC violated the Washington Franchise Investment Protection Act (the "WFIPA") by entering into written independent contractor agreements that constituted franchises with approximately forty-five (45) residents of Washington without providing such residents with a franchise disclosure document prior to executing the written agreements. On August 25, 2021, GBC entered into a Consent Order whereby it agreed to cease and desist from violating the WFIPA and pay investigative costs of \$1,500.

Other than these actions, no litigation is required to be disclosed in this item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FRANCHISE FEES

If you are franchising only one Produce Kiosk, when you sign the Franchise Agreement, you will pay us an initial franchise fee of up to \$50,000 (the “Initial Franchise Fee”).

If we exercise our right to terminate the Franchise Agreement during the first year of the Franchise Agreement for any reason other than a default as set forth in Article 14 of the Franchise Agreement, we will refund to you an amount equal to the Initial Franchise Fee actually paid, prorated in accordance with the number of days remaining in such first year of the Franchise Agreement. After the initial one-year term of the Franchise Agreement, we are not obligated to return any portion of the Initial Franchise Fee if the Franchise Agreement is terminated by you or us for any reason.

Initial Equipment and Supply Costs:

Before your business opens, you must purchase equipment, labels, packaging and utensils in accordance with the Franchise Manual (as defined below) from us at a total cost of \$3,000 to \$15,000 or from a supplier approved by us in writing. If so desired by you, we will provide all or a portion of the foregoing items and deduct the cost of such items from your share of the revenue of the Produce Kiosk until we have been fully reimbursed. These costs are nonrefundable. Additionally, there will be a rental fee of \$100 per month for the labeling machine provided by Franchisor.

**ITEM 6
OTHER FEES**

Type of Fee ¹	Amount	Due Date	Definitions/Remarks
Hosting Fee, Franchise Fee, and Franchisee Payment	The Host Location and Franchisor shall collectively withhold 30 – 40% of weekly Gross Sales. The Occupancy Agreement (which is negotiated solely between Franchisor and the Host) will generally allocate the withheld amount between Host Location and Franchisor as follows: Host Location will withhold 15 – 35% of weekly Gross Sales (the “<u>Hosting Fee</u>”) Franchisor shall withhold up to the remaining 5 – 25% of weekly Gross Sales (the “<u>Franchise Fee</u>”) Franchisee shall receive the remaining 60 – 70% of weekly Gross Sales (the “<u>Franchisee Payment</u>”).	Paid on or before the Monday each week after the Revenue Processing Period.	“<u>Gross Sales</u>” means the total amount of revenue collected from the sale of all goods or services provided by and/or from the Produce Kiosk and all other income of every kind and nature related to the Produce Kiosk, except (i) federal, state, or municipal sales taxes collected by the Host Location from customers and paid by the Host Location to the appropriate taxing authority and (ii) any refunds, returns or credit card chargebacks. “<u>Revenue Processing Period</u>” means 8 weeks after the Produce Kiosk begins operating. See Note 1 below and Article 4 of the Franchise Agreement for further information.
Management Fee	An amount equal to the greater of \$200 or 1% of the prior biweekly period’s Gross Sales of each Produce Kiosk you operate (unless otherwise provided for in the Franchise Agreement)	Paid on or before Monday each week after the Revenue Processing Period	The bi-weekly management fee is compensation to us to help offset the costs of our onsite food quality and safety inspections at your franchise location, which are conducted 4 – 6 times per year. The management fee is also compensation to us to help offset the costs of our periodic onsite supervisory visits to your location by our personnel. Such costs include the

Type of Fee ¹	Amount	Due Date	Definitions/Remarks
			expenses we incur for our supervisory personnel for travel, lodging, meals, completion of reports, and other administrative expenses. The frequency of such visits may depend on the volume of sales experienced by a franchisee, as well as the results of the last inspection conducted by Franchisor.
Inventory Order Processing Fee	\$50 per order, as applicable	Paid on or before Monday each week after the Revenue Processing Period	Franchisee may request to order certain inventory or supplies through accounts maintained by Franchisor. We may charge a processing fee of \$50 in such event.
National Advertising Program (NAP) Fee	Maximum – 1.0% of Gross Sales	Payable by the 10th of each month	See Note 2 below.
Supplemental Marketing Programs	Maximum – 1.0% of Gross Sales	Payable by the 10th of each month	See Note 3 below.
Replacement and Supplemental Training	Currently, \$5,000, plus costs of your personnel attending training.	On demand	We may charge a training fee if we train a replacement Managing Owner, Operating Partner or manager or if your personnel attend supplemental training.
Transfer Fee	\$10,000 plus an amount necessary to reimburse us for our out-of-pocket expenses.	Payable in two installments: (Installment 1) \$5,000 due upon receipt of notification regarding transfer and application from proposed transferee; and (Installment 2) \$5,000 plus an amount	The transfer fee is to cover the costs of Franchisor to conduct an independent investigation of the financial capability and reputation of the proposed franchisee transferee.

Type of Fee ¹	Amount	Due Date	Definitions/Remarks
		necessary to reimburse us for our out-of-pocket expenses associated with the transfer due upon the actual closing of the transfer.	
Offering Review Fee	Franchise/Capital Raise – \$5,000	30 days after billing	This covers our cost to review the proposed offering of your securities (which shall not constitute legal or other advice of any kind as to the legality or permissibility of the issuance or other matters related to such securities).
Late Charge and Interest	Late Charge: 5% of the amount due late charge for each delinquent payment. Interest Rate: the lesser of 18% per annum or maximum legal rate from the due date thereof.	On demand	Payable on all overdue amounts, except as otherwise provided herein.
Early Termination Fee	\$10,000	On Demand	You must pay us a \$10,000 early termination fee and reimburse us for all of our out-of-pocket costs and expenses if you abandon the franchised Produce Kiosk.
Indemnification	Will vary depending on loss	On demand	You must indemnify us for all losses and expenses we incur because of your actions. See Note 4 below.

Notes:

¹ All fees and expenses described in this **Item 6** are nonrefundable. Unless we have otherwise indicated in the preceding chart, all fees and expenses are imposed by, and are payable to, us. Generally, all fees are uniformly imposed on our franchisees, but we may, in our sole discretion, negotiate some other type or amount of fees under certain circumstances. Additionally, as an alternative to termination of the Franchise Agreement in the event of a breach by you of the Franchise Agreement, we may apply a progressive warning and fine structure in accordance with our then-current Franchise Manual (the “Franchise Manual”). Except as specifically stated above, these amounts may be subject to increases based on changes in market conditions, our cost of providing services, and future policy changes. Monthly payments must be paid by the

tenth (10th) day of each month. You may not withhold or offset payments based on our alleged non-performance under the Franchise Agreement. We may, however, offset any and all fees and other amounts due us from you against all Franchisee Payments owed to you; provided, however, that Franchisor intends to not deduct more than fifty percent (50%) (although Franchisor may deduct more than fifty percent (50%) in its sole discretion) of the Franchisee Payment owing to Franchisee to apply against amounts owed to Franchisor by Franchisee (including the Franchise Fee). If any payment is overdue, you must pay us the overdue amount plus interest from the due date at the rate stated in the table above and at our option we may charge a five percent (5%) late fee. We reserve the right to require payment on a weekly basis and/or to implement electronic debiting of your account for payment.

² Advertising programs are described in greater detail in **Item 11**. You must participate in the national advertising program we designate, if any. Currently, our franchisees are not required to participate in any national advertising program. We may implement or change the required advertising program designation periodically. Under certain limited circumstances (*e.g.*, for significant multi-unit locations, a large metropolitan area, airports or unique kiosk sites), we may modify the advertising fees for specific franchisees in our sole discretion.

³ You must participate in any supplemental marketing programs we designate and pay for certain costs related to such programs. We may change the required supplemental marketing program designation periodically. Under certain limited circumstances (*e.g.*, a large metropolitan area or unique kiosk sites), we may modify the contributions or participation for specific franchisees in our sole discretion.

⁴ Your indemnification obligations are subject to state law.

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT (See Note 1 Below)

Type of expenditure	Actual or Estimated Cost Low – High	Method of Payment	When Due	To Whom Payment Will Be Made
Initial Franchise Fee	\$5,000 – \$50,000	As arranged	See <u>Item 5</u>	SSS
Kitchen Equipment and Supplies (See Note 2 below)	\$3,000 – \$15,000	As arranged	As arranged	SSS/suppliers
Initial Inventory (First Month) (See Note 3 below)	\$2,000 – \$18,000	As arranged	As arranged	Suppliers/SSS
Training (See Note 4 below)	Estimated at \$1,720. We anticipate coach travel to and from our site in Dallas, Texas to cost approximately \$600. We anticipate moderately-priced lodging in Dallas, Texas to cost approximately \$120/night for 6 nights. We anticipate three meals a day for seven days to cost approximately \$400. However, the above is dependent on travel, lodging and dining arrangements made by prospective	As arranged	As arranged	Travel, lodging and dining arrangement vendors.

Type of expenditure	Actual or Estimated Cost Low – High	Method of Payment	When Due	To Whom Payment Will Be Made
	franchisee and/or its personnel to attend training in Dallas, Texas.			
Additional Funds Post-Opening (first 3 months) (See Note 5 below)	\$10,400 – \$144,000	As arranged	As arranged	Suppliers/ Employees/ SSS
TOTAL	\$22,120 – \$228,720 or more based on Gross Sales			

Notes:

¹ The above chart provides a good faith estimate of your initial investment for one Produce Kiosk. Your actual costs may vary from these estimates.

² The estimate given covers the cost of kitchen equipment, small wares, like cooking, serving, and other utensils for food preparation. We require you to purchase certain kitchen equipment that meets our specifications.

³ The estimated cost of your initial inventory should be in the range set forth in the table above based on the analysis conducted by Franchisor as set forth in the Initial Inventory Cost set forth in **Item 5** above. For example, the low end of the range (\$6,100) is the estimated cost to cover approximately one month of initial produce supplies and other inventory at a lower volume location and \$53,100 is the estimated cost to cover the initial month of supplies and other inventory at what would be considered our highest volume location.

⁴ We provide initial training for up to five (5) of your personnel (in addition to your Managing Owner and Operating Partner) at no additional charge. This is an estimate of the costs that you may incur for transportation, lodging and food, and wages for attendees of our initial training program. The actual cost will depend on the distance the attendees must travel and the type of lodging and dining you choose.

⁵ This is our estimate of the amount needed to cover your expenses for the start-up phase of the business, including personal property lease payments, food and ingredient inventory (not already included in the “Initial Inventory”), payroll (Franchisee will generally need to hire one employee for every \$2,500 in weekly sales at an average cost of \$750 per week per employee), and other costs. The low-end estimate is generally based upon lower sales volume locations with fewer employees, equipment (and resulting personal property leases) inventory and other volume-dependent costs and expenses than higher volume locations will require. For the purpose of this disclosure document, we have estimated the start-up phase to be three (3) months from the date the Produce Kiosk opens for business. These figures are estimates, and we cannot assure you that you will not have additional expenses starting the Produce Kiosk. Your actual cost will depend on factors like your management skill, experience and business acumen, local economic conditions, the local market for the Produce Kiosk, the prevailing wage rate, competition in the marketplace, and the sales level reached during the start-up phase.

To our knowledge, none of the expenditures described above are refundable, unless otherwise

indicated herein. However, some of the costs of certain supplies (*e.g.*, usable produce or non-perishable foods acquired from us or our affiliates) may be refundable upon termination of the Franchise Agreement. Except as specifically described above, the stated amounts may be subject to increases based on changes in market conditions, the cost of providing services, and future policy changes. At the present time, we have no plans to increase costs over which we have control.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchases from Designated and Approved Suppliers

Initial Inventory Cost:

At the opening of your business, we anticipate the cost of inventory you will need for the first month of operations to be between \$6,100 to \$53,100 depending on the estimated sales volume for your franchise at the Host Location. Sales volume is based on our analyses of the geographic location of your franchise, the average number of customers who shop at the Host Location on a daily basis, the demographics of the area in which the Host Location typically draws its customers, including information regarding average income levels, household size, age of the area's residents and the likelihood of the area's residents to be customers for Franchisor's products. Franchisor will provide Franchisee with a payment card (if qualified for the use of such payment card or other financing) to use to pay for all of Franchisee's inventory; provided that Franchisee must use the payment card or other financing (if provided) to purchase such inventory. Franchisor will withhold the current amount due on the card from each Franchisee Payment (defined below); provided, that it is the intention, but not an obligation, that Franchisor will not withhold more than fifty (50%) of the Franchisee Payment at the time such payment is made to Franchisee. In accordance with the Franchise Agreement, the Franchisee shall at all times remain obligated to repay (in combination with the funds withheld from the Franchisee Payment) the card in full, including if the funds withheld by Franchisor are insufficient to repay the card in full. This payment card will be issued by a financial institution selected by Franchisor, and amounts drawn on this payment card will accrue interest at such financial institution's then-applicable interest rate.

Products:

You must purchase all labels, food inventory and utensils used or offered for sale at the Produce Kiosk solely from us or a supplier previously approved by us in writing and, to the extent any products are permitted to be purchased from others, they shall be purchased by Franchisee from suppliers (including manufacturers, distributors and other sources) who demonstrate, to the continuing satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such items, who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have not thereafter been disapproved. Franchisor may withhold approval of any supplier in its sole discretion. You will be required to secure such supplier's signature to agreements Franchisor may require, including, without limitation, a confidentiality agreement acceptable to Franchisor, as conditions precedent to any approval by Franchisor. No officer or manager of Franchisor has any ownership interest in any supplier you are required to use, other than Franchisor and GBC.

Franchisor has the right to require that its representatives be permitted to inspect any supplier's facilities at any time, and that samples from any such supplier be delivered, at any time, either to Franchisor or to an independent laboratory designated by Franchisor for testing. You may be charged up to the cost of the inspection and the test by Franchisor or its or its designee. Without limiting your liability therefor, you may require reimbursement or direct payment by the supplier for such charge.

Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any previously approved supplier and to revoke its approval for, among other reasons, the supplier's failure to continue to meet any of Franchisor's then-current criteria.

You must comply with all of our standards and specifications (as set forth in the Manual) for the purchase of all food and beverage items, ingredients, supplies, equipment and other products used or offered for sale at the Produce Kiosk. Franchisee shall label all products for sales tracking processing using a label machine provided by Franchisor at a cost of \$100 per month.

Franchisor or its affiliates may derive revenue or other material consideration from required purchases or leases by Franchisees. With respect to 2024, SSS's total revenue was \$76,053,112, and SSS recognized revenue with respect to services, product sales and billed shipping of product to Supreme Deli and Supreme Produce franchisees of \$1,596,635 in 2024 (2.10 % of total revenue).

Advertising:

All of your advertising and promotions must conform to our standards and requirements. We must approve all advertising and promotional plans and materials before you use them if we did not prepare or previously approve them during the twelve (12) months preceding the date of their proposed use. You must submit any unapproved plans and materials to us, and we will use reasonable efforts to approve or disapprove them within fourteen (14) days after we receive them. You must not use the plans or materials until we have approved them, and must promptly discontinue using any advertising or promotional plans or materials if we notify you to do so. You must purchase certain advertising and promotional materials from our approved suppliers.

Insurance:

You must obtain and maintain insurance policies protecting you and us and various related parties against any demand or claim for personal injury, death or property damage, or any loss, liability or expense related to the operation of the Produce Kiosk.

These policies must be written by a responsible insurance carrier or carriers which are rated "A" or better by the A.M. Best Company, Inc., are responsible and authorized to do business in the state your Produce Kiosk is located, and are acceptable to us. At a minimum, you must carry:

- (i) commercial general liability insurance with the following coverages and limits:

Coverage	Limit
General Aggregate	\$2,000,000
Products/Completed Ops Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$300,000
Medical Expense	\$5,000
Hired & Non-Owned Auto Liability	\$1,000,000

- (ii) commercial property insurance with the following coverages and limits:

Coverage	Limits	Cause of Loss	Deductible
Business Personal Property	\$10,000 – \$25,000	Special Form	\$1,000
Business Income & Extra Expense	ALS 12 months		24 hours (See Note 1 below)

Note:

¹ This refers to a twenty-four (24) hour waiting period. This insurance policy will have a twenty-four (24) hour waiting period after which the claim or loss related to business income can be calculated.

(iii) umbrella insurance with the following coverages and limits:

Limit	Retention Amount	Retention Basis
\$1,000,000	\$0	Per Occurrence

(iv) worker's compensation and employers' liability insurance covering all of Franchisee's employees with the following coverages and limits:

Coverage	Applies	Limits
Bodily Injury by Accident	Per Accident	\$1,000,000
Bodily Injury by Disease	Policy Limit	\$1,000,000
Bodily Injury by Disease	Per Employee	\$1,000,000

You may, with our written consent, elect reasonable deductibles for the coverages described in (i) and (ii) above. You may not, without our prior written consent, agree to sublimits in the insurance policies listed above. Except for worker's compensation insurance, all insurance policies must name us and our successors and assigns as additional insureds. In addition, all insurance policies must waive subrogation in favor of us and our successors and assigns.

Purchasing Arrangements:

We estimate that the purchase and lease of all services, equipment, supplies, and other items you must purchase or lease from us or our affiliates, or from unaffiliated approved or designated suppliers, will represent approximately 90% to 95% of your total purchases and leases to initially establish the franchised business. Thereafter, once the franchised business is established, approximately 90% to 95% of your total purchases and leases to operate the Produce Kiosk will be purchased from us.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	N/A	N/A
b. Pre-opening purchases/leases and requirements	Articles 3 and 7	Items 5, 7 and 11
c. Site development and other pre- opening requirements	Article 3	N/A
d. Initial and ongoing training	Sections 3.1 and 3.3	Item 11
e. Opening	Sections 3.4 and 3.5	Item 11
f. Fees	Sections 4.1, 4.2, 4.3, 4.4, 11.2, 13.3, 13.9 and 21.5	Items 5, 6 and 7
g. Compliance with standards and policies/manuals	Articles 5, 7 and 9	Items 8, 11, 13 and 14
h. Trademarks and proprietary information	Articles 8 and 9 Sections 7.7 and 16.2	Items 1, 13 and 14
i. Restrictions on products/services offered	Sections 7.1, 7.5, 7.6, and 7.7	Items 8 and 16
j. Warranty and customer service requirements	Section 7.1	N/A
k. Territorial development	Recitals	Item 12

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
l. Ongoing product/service purchases	Sections 7.1, 7.6 and 7.7	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Sections 7.1, 7.8, 7.9, 7.10, and 7.11	Items 8 and 11
n. Insurance	Article 12	Items 7 and 8
o. Advertising and promotions	Section 8.1 and Article 11	Items 6 and 11
p. Indemnification	Sections 7.4, 7.14, 13.9 and Article 17	Item 6
q. Owner's participation/staffing/ management	Sections 7.2 and 7.4	Items 1 and 15
r. Records and reports	Article 10 and Section 15.1	Items 6 and 11
s. Inspections and audits	Sections 7.11 and 10.4	Items 6 and 11
t. Transfer	Article 13	Items 6 and 17
u. Renewal	Section 2.2	Item 17
v. Post-termination obligations	Sections 15.1, 16.3(b) and 16.3(c)	Item 17
w. Non-competition covenants	Section 16.3	Items 15 and 17
x. Dispute resolution	Article 21	Item 17

ITEM 10
FINANCING

Franchisor does not provide standard financing and financing terms for the operation of individual franchises. Franchisor may, in its sole discretion, advance franchisees supplies, inventory, materials, and other items during the first eight (8) weeks of the franchise's operations. Any such advancements are then subsequently applied to any amounts owed by the Franchisor to the Franchisee. During the first eight (8) weeks of a franchise's operations, a franchisee may experience delays in receiving funds from the sales at the kiosk(s), and the funds a franchisee receives may not be sufficient during that time to provide for full operations. This is due to the payment mechanics between the Host Location, Franchisor and the franchisee when first opening a franchised kiosk. In an effort to contribute to the success of each franchisee, however, Franchisor may, in its sole discretion, advance franchisees supplies, inventory, materials, and other items during the initial operation time period.

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

EXCEPT AS LISTED BELOW, WE ARE NOT REQUIRED TO PROVIDE YOU WITH ANY ASSISTANCE:

Pre-Opening Obligations:

Before you open your Produce Kiosk, we will:

Provide you with the Host Location site we have selected for your Produce Kiosk pursuant to an applicable Occupancy Agreement between us and the third-party owner of the Host Location. The Produce Kiosk may not be relocated without first obtaining our written consent. Our criteria for site selection require an evaluation of the demographics of the Host Location (including the age and income level of nearby residents of the market area for the location), traffic patterns, the size of the location, the proximity to shopping and other centers of population concentration, and the results of negotiations between us and the third-party owner of the Host Location.

Provide you with an initial training program for your Managing Owner and Operating Partner and up to five (5) of your personnel in accordance with Section 3.1 of the Franchise Agreement.

Provide you with a physical copy of the Franchise Manual (including Build Book) in accordance with Section 5.1 and 5.2 of the Franchise Agreement or excerpts of the Table of Contents, which are set forth as follows:

Franchise Manual

The Franchise Manual is comprised of 53 pages. The Table of Contents is as follows:

- i. SOP – Business Operational Hours & Holidays – 2 pages
- ii. SOP – Fine Structure and Process – 2 pages
- iii. Supreme Service Solutions - Cut Produce Procedures Handbook – 9 pages
- iv. SOP – Receiving Policy – 3 pages
- v. SOP – Storage Policy – 2 pages
- vi. SOP – Handwashing Procedures – 2 pages
- vii. SOP – Personal Hygiene and Employee Health – 5 pages
- viii. SOP – Eating, Drinking and Personal Item Storage – 2 pages
- ix. SOP – Equipment Ware Washing and Sanitizing – 4 pages
- x. SOP – Blood and Bodily Fluids Clean Up – 3 pages
- xi. SOP – Thermometer Calibration – 2 pages
- xii. SOP – Glass and Brittle Plastic – 3 pages
- xiii. SOP – Ice Machine Use – 3 pages
- xiv. SOP – Employee Health Policy – 4 pages
- xv. SOP – Purchasing Policy – 2 pages
- xvi. Logs - Cut Produce Daily Logs – 2 pages

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Typical Length of Time Before You Open Your Produce Kiosk:

We estimate the time from the date you sign the Franchise Agreement to the date you begin operating your first Produce Kiosk will be approximately seven (7) to thirty (30) days. This time may be extended or reduced depending on the time necessary for you to obtain third-party financing, and the amount of time required to hire employees, obtain the permits and licenses necessary for operation, none of which are within our control. If you fail to open your Produce Kiosk at a site approved by us within thirty (30) days after you sign the Franchise Agreement, we can terminate the Franchise Agreement and your Initial Franchise Fee will not be refunded.

Continuing Obligations:

During the operation of your Produce Kiosk and in accordance with Sections 3.2 and 3.3 of the Franchise Agreement, we will:

- (i) Make available other training programs, as we deem appropriate.
- (ii) Provide continuing advisory assistance to you in the operation of the Produce Kiosk, as we deem

advisable.

- (iii) Make available research data and other materials relating to merchandising, marketing, and advertising (but only after we establish an advertising program). We have the right to review and approve or disapprove all advertising and promotional materials, which you propose to use.
- (iv) Revise the contents of the Manual as needed. We reserve the right to charge a \$2,000 fee for any replacement Manual or pages of the Manual you request, if the replacement is needed because you failed to properly maintain or update the Manual as provided or due to your loss of the Manual.
- (v) Provide you, as we deem appropriate, with advice and written materials concerning techniques of managing and operating the Produce Kiosk, including new developments and improvements in kiosk equipment, food products, packaging, and preparation.
- (vi) At our option, establish, maintain and administer a national advertising program ("NAP").

Pursuant to Section 10.4 of the Franchise Agreement, you have the right to audit, once per each 12-month period, our books and records as they relate to Gross Sales of your Produce Kiosk and the amounts collected by us from your Host Location and the amounts we remitted to you.

Advertising:

We may require you to participate in our NAP and supplemental marketing programs. We may change the program in which you are required to participate during the term of the Franchise Agreement.

National Advertising Program:

Currently, we have not implemented a NAP or supplemental marketing program for our franchisees. If we implement such a program, you must participate in it. If implemented, the NAP will be organized, governed, and operated in accordance with our written guidelines (the "NAP Guidelines"), and we are responsible for maintaining and administering advertising programs in accordance with the NAP Guidelines. No advertising or promotional plans or materials may be used under the NAP without our prior written consent.

Under a NAP, you may be required to pay to us up to one percent (1%) of your Produce Kiosk Gross Sales to be used by us for maintaining, administering, directing, and preparing advertising and promotional activities for the benefit of the System. Currently, there is not a required national advertising fee (the "NAP Fee"), but this fee, if collected, would be used exclusively by us for any and all costs incurred in the NAP including the cost of (i) maintaining, directing, and preparing advertising materials like the preparation and coordination of television, digital (email, sms, search, display, video, social), radio, print, direct mail, outdoor billboard advertising, marketing surveys and other public relations activities; (ii) the employment of advertising agencies; (iii) the preparation and distribution of promotional brochures and other marketing materials; (iv) the cost of developing and maintaining any website(s) related to the NAP; and (v) reasonable administrative costs and overhead we incur in activities reasonably related to the administration or direction of the NAP; and (vi) other items as set forth in the NAP Guidelines. We will direct all advertising and production programs in the NAP, and we will have sole responsibility for all advertising, marketing, and/or promotional materials used in connection with the NAP.

All local advertising is subject to the requirements in Attachment F to the Franchise Agreement and to our prior written approval. You will have the discretion to spend local advertising funds as and when you reasonably determine to be appropriate.

We expect that any NAP Fee will be spent for advertising and/or promotional purposes during our fiscal

year in which they are received. If excess amounts remain at the end of the fiscal year, then all expenditures in the following fiscal year(s) will be made first out of accumulated fees from previous years and then from fees collected during the current year. The NAP will be operated as a conduit for the collection and expenditure of advertising fees. A statement of the operations of the NAP will be prepared annually and will be made available to you upon request. We are not required to audit the statements of operations.

We reserve the right to terminate a NAP; however, the program will not be terminated until all monies have been expended for advertising and/or promotional purposes or other appropriate arrangements have been made.

Supplemental Marketing Program:

In addition to the advertising programs described above, we have the right to require your participation in supplemental marketing programs (*e.g.*, limited time offers, gift cards, gift certificates, coupons, loyalty programs, customer relationship management, and other supplemental marketing programs) that we establish from time-to-time. You will be responsible for payment of certain costs associated with these supplemental marketing programs. We may change the required supplemental marketing program designation periodically. Under certain limited circumstances (*e.g.*, for a significant multi-unit development plan, a large metropolitan area, airports or unique kiosk sites), we may modify the contributions or participation for a specific franchisee in our sole discretion.

Other Advertising Requirements:

All advertising and promotion by you in any medium must be conducted in a dignified manner and conform to our standards and requirements as stated in the Franchise Manual or otherwise. You must obtain our approval of all advertising and promotional plans and materials that you desire to use before you use them if they have not been prepared or previously approved by us during the past twelve (12) months. You must submit any unapproved plans and materials to us, and we must approve or disapprove the plans and materials within fourteen (14) days from the date of receipt. You may not use any plans or materials until they have been approved by us and must promptly discontinue use of any advertising or promotional plans or materials upon receiving notice from us.

We currently do not have a formal franchisee advisory council or association.

Training:

Your Managing Owner (as defined below) or Operating Partner (as defined below) and up to five (5) of your personnel (if you open only one Produce Kiosk) must attend and complete our initial management training program to our satisfaction. All new managers hired by you and any Managing Owner or Operating Partner later appointed by you must attend and complete our initial training program to our satisfaction at designated kiosks or other workspaces (“Training Facilities”) which we may own or lease for training purposes.

In accordance with Section 3.1 of the Franchise Agreement, we will provide instructors and training materials for the initial training of your Managing Owner or Operating Partner and up to five (5) of your personnel (if you open only one Produce Kiosk) at no additional charge to you, provided that you or your employees will be responsible for expenses incurred in attending the training, including meals, lodging and transportation (as described in Item 7).

For initial training: (i) of your personnel in excess of the five (5) representatives noted above; (ii) of any

person later employed by you in the position of manager; (iii) for each replacement Operating Partner or Managing Owner; (iv) after your first two (2) Produce Kiosks are opened or (v) if the opening of the Produce Kiosk is moved to a later date and we require you to attend another initial training program, you must pay a training fee at the then-current rate being charged by us to franchisees operating under the System. You are responsible for all costs and expenses like meals, lodging and transportation of the persons attending training.

Initial training programs are offered at various times during the year depending on the number of franchisees entering the System, the number of replacement personnel needing training, the number of new kiosks we open and the timing of scheduled kiosk openings. The initial training program will generally last two weeks. Our trainers are all experienced food kiosk operators who have worked for us or an affiliate or have been a franchisee of us or an affiliate for at least two years. Our initial training and pre-opening training will be conducted by persons who have worked in our corporate office (or one of our affiliates' corporate offices) for at least six months. The instructor will vary depending on the time, location, and subject matter taught.

The subjects covered, approximate hours of classroom and on the job training, and other information about our initial training program are described below:

TRAINING PROGRAM

Subject	Hours of Classroom (See Note 1)	Hours of On- the-Job (See Note 1)	Location (See Note 2)
Customer Facing Position Training	5 hours	15 hours	Training Facility
Food Preparation Training	5 hours	15 hours	Training Facility
Management	5 hours	15 hours	Training Facility
Food Safety Training	5 hours	15 hours	Training Facility

Notes:

¹ The time periods allocated to the subjects listed above are approximations, and the time actually spent by you and your personnel may vary based on the experience and performance of those persons being trained.

² All required pre-opening training may be held at one of our Training Facilities and must be completed to our satisfaction at least two weeks (but not more than six (6) weeks) before your Produce Kiosk opens. Our Training Facilities are located throughout the U.S., and the location of the Training Facilities to which you are assigned will vary depending upon the region of the U.S. in which your Produce Kiosk is located and the availability of these facilities in that area.

Instructional materials for the initial training program include the Franchise Manual, standard accounting forms, employee manuals and personnel forms.

We may require your personnel to attend supplemental training programs. We have the right to charge a reasonable fee for these supplemental training programs. You must also pay all expenses you or your personnel incur in any training program, including the cost of travel, lodging, and meals.

In addition to required training programs, we may provide conferences for general managers in a designated area. Attendance at these meetings is voluntary, and you will be responsible for your expenses. We may also hold annual conferences for general managers and quarterly meetings for unit supervisors. Your representatives may attend these meetings, at your expense.

As disclosed in **Item 16**, you may not advertise, promote, post or list information relating to the Produce Kiosk on the Internet (through the creation of a website or otherwise) without our prior written consent.

Computer Systems:

You shall require your customers to utilize the Host Location's point of sale infrastructure for the purchase of your Produce Products. Pursuant to each Occupancy Agreement, Franchisor shall be given access Franchisee's sales information contained in the Host Location's point of sale infrastructure.

ITEM 12
TERRITORY

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

Franchise Agreement:

The Franchise Agreement grants you the right to operate the Produce Kiosk only at the approved location, which is described in Attachment A to the Franchise Agreement. You may not relocate the Produce Kiosk without first obtaining our written consent. There are no territorial rights or rights to acquire additional franchise locations granted with the Franchise Agreement. There is no requirement that you achieve any specified sales volume or market penetration under the Franchise Agreement. Pursuant to Section 1.2 of the Franchise Agreement, we are permitted to offer and sell (or authorize any person or entity to offer and sell) produce products and other products competitive with the products sold by your Produce Kiosk to the public through any distribution channel in any area. Unless a program for such is developed by us, you are not permitted to make sales of products outside of your Produce Kiosk or to deliver products to customers' homes or place of business. You may advertise and sell your products through the Internet or other marketing channels, but only if first approved by us pursuant to Section 11.5 of the Franchise Agreement.

We do not have any current plans or intentions to sell products similar to the products sold by your Produce Kiosk through another franchise or other business operation other than our current or new franchisees for a Produce Kiosk.

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the right to use the trademarks, service marks, names, logos, and commercial symbols designated by us (the “Proprietary Marks”) only in the manner we authorize and only for the operation of the Produce Kiosk at the location specified in the Franchise Agreement.

You must operate the Produce Kiosks under the service mark “Supreme Produce”.

The following Proprietary Marks are registered with the United States Patent and Trademark Office (“USPTO”). We have renewed (and intend to renew) the registrations and have filed (and intend to file) all appropriate affidavits at the times required by law.

MARK	REGISTER	REGISTRATION NUMBER	REGISTRATION DATE
	Principal	7545888	Oct. 22, 2024

There is no presently effective determination of the United States Patent and Trademark Office (the “USPTO”), the trademark trial and appeal board, the trademark administrator of any state or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Proprietary Marks which is relevant to their ownership, use or licensing.

We know of no superior prior rights or infringing use that could materially affect your use of the Proprietary Marks, and we know of no agreements currently in effect which significantly limit our rights to use or license the use of the Proprietary Marks in any manner material to the franchise.

If any infringement of or challenge to your use of the Proprietary Marks or litigation involving the Proprietary Marks is instituted or threatened against you, you must promptly notify us and must cooperate fully in defending or settling the litigation. You and your owners agree that neither you nor they will communicate with any person other than us and our counsel concerning any action, claim or infringement. We will have sole discretion to take action, as we deem appropriate and the right to exclusively control any litigation, USPTO action, or other proceeding involving any infringement, challenge or claims relating to the Proprietary Marks.

We are not obligated by the Franchise Agreement to specifically protect any rights granted to you to use the Proprietary Marks or to protect you against claims of infringement or unfair competition involving them. We are not obligated to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Proprietary Marks if the proceeding is resolved unfavorably to you.

You may not use any of the Proprietary Marks as part of your corporate or other name. You must also follow our instructions for identifying yourself as a franchisee and for filing and maintaining your requisite trade name or fictitious name registrations. You must execute any documents we or our counsel determine are necessary or advisable to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability. Neither you nor your owners may take any action that would prejudice or interfere with the validity of our rights with respect to the Proprietary Marks and may not contest the validity of our interest in the Proprietary Marks or assist others to do so.

The license of the Proprietary Marks granted in the Franchise Agreement is non-exclusive to you except for the location of the Produce Kiosk. We have and retain the right, among others:

(i) To grant other licenses for the Proprietary Marks in addition to those licenses already granted to existing franchisees.

(ii) To use the Proprietary Marks in selling products and services.

(iii) To develop and establish other systems using the same or similar Proprietary Marks or any other Proprietary Marks and grant licenses or franchises under those systems without providing you any rights.

(iv) To develop other marks that may be similar to the Proprietary Marks and exclude those similar marks from the Proprietary Marks, in which case you will have no right to use them.

We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating under it if our currently owned Proprietary Marks no longer can be used, or if we, in our sole discretion, determine that substitution of different Proprietary Marks will be beneficial to the System. You will be responsible for all expenses related to the substitution of different Proprietary Marks and must complete the substitution in accordance with the deadlines we reasonably establish.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights:

We do not own any registered patents, and do not have any pending patent applications, that are material to the franchise. We do not own any copyrights that are material to the franchise except as described below.

We claim copyright protection in original materials used in the System, including the Manual, menus, training, and advertising and promotional materials used in the System.

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or license our copyrights. We are not obligated by the Franchise Agreement, or otherwise, to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use or licensing of the copyrights.

Confidential Manuals and Other Confidential Information:

You and your owners must at all times treat the Franchise Manual, any other manuals we authorize, and the information contained in those manuals, as confidential. You must not copy, duplicate, record or otherwise reproduce those materials, or make them available to any unauthorized person. The Franchise Manual is solely our property and must at all times be kept in a secure place on the Produce Kiosk premises. We may revise the contents of the Franchise Manual, and you must comply with each new or changed standard. You must at all times ensure that the Franchise Manual is kept current and up-to-date, and, if there is any dispute as to the contents of the Franchise Manual, the terms of the master copy of the Franchise Manual we maintain at our home office will be controlling.

In addition to our manuals, you and your owners must protect our other confidential information. You and your owners may not, during the term of the Franchise Agreement or after their termination or expiration, communicate, divulge, or use for the benefit of any other person or legal entity, any confidential information, drawings, knowledge, or know-how concerning the methods of development or operation of Produce Kiosks which may be communicated to you or them or of which you or they may learn in operating Produce Kiosks under the Franchise Agreement. You and your owners may divulge the confidential information only to those of your employees as must have access to it in order to develop or operate the Produce Kiosks. You shall be responsible for any improper disclosures of such confidential information by your employees. All information, drawings, knowledge, know-how, and techniques used in or related to the Produce Kiosk which we communicate in writing or otherwise to you, including, software licensed or provided by us, the Franchise Manual, recipes, plans and specifications, marketing information and strategies, and site evaluation and selection techniques are confidential for purposes of the Franchise Agreement.

Without limiting any other remedies available to us, if you or your owners fail to comply with the requirements of the Franchise Agreement concerning confidentiality, it will cause us irreparable injury and you and your owners must pay all our court costs and our reasonable attorneys' fees incurred in obtaining specific performance of, or an injunction against any violation of, the requirements of the agreements concerning confidentiality.

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

If you are operating as a corporation, a partnership or other business entity, when you sign the Franchise Agreement, you must designate an individual Owner to serve as your “Managing Owner.”

Your Managing Owner (or Operating Partner (as defined in the Franchise Agreement), as applicable, must (i) own the largest percentage share of ownership in you, but in no event less than ten percent (10%), (ii) be authorized by you to bind you in any dealings with us and your authorized distributors, suppliers, and contractors, (iii) be authorized by you to direct any actions necessary to ensure compliance with the Franchise Agreement, and (iv) unless an Operating Partner is appointed, devote his or her full time and best efforts to the operations of the Produce Kiosk with no operational or management commitments to other businesses. Your Managing Owner (or Operating Partner) must also satisfy our training requirements. Except as may be permitted under the Franchise Agreement, the Managing Owner’s interest in you must remain free of any encumbrance (including any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options).

We may require you, your Managing Owner, Operating Partner and your other Owners and officers to sign agreements to be individually bound by certain covenants, including covenants protecting our confidential and proprietary information and/or covenants not to compete. We may, at our sole discretion, require your Managing Owner, Operating Partner, and any other of your Owners to guarantee your performance under the Franchise Agreement, including but not limited to your financial obligations. If a guarantee is not required by us upon execution of the Franchise Agreement, we reserve the right if you are in monetary default under the Franchise Agreement (even if cured), to require any or all of your Owners to sign the Guaranty of Franchise Agreement, in addition to our other rights and remedies under the Franchise Agreement.

You cannot change your Managing Owner or your Operating Partner without our prior written consent.

We have the right to require you to comply with covenants against the use and disclosure of any confidential information and covenants not to compete by your Owners, Operating Partners, managers and any other employees or agents who have received or will receive access to our training or confidential information. All of the required covenants must be substantially in the form of those included in the Franchise Agreement attached hereto as **Exhibit A**.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Produce Kiosk premises solely for the operation of the Produce Kiosk and must keep the Produce Kiosk open and in normal operation for the hours and days we specify in the Manual or otherwise in writing. You must refrain from using or permitting the premises to be used for any other purpose or activity at any time without first obtaining our written consent.

You must meet and maintain the highest applicable health standards and ratings. You must furnish to us, within seven (7) days after receipt, a copy of any inspection report, warning citation, certificate and/or rating which indicates you failed to meet or maintain the highest applicable health or safety standards in operating the Produce Kiosk. If you fail to meet or maintain the health and safety standards or, if there is a public health, safety and/or sanitation emergency involving the Produce Kiosk, then you must temporarily close the Produce Kiosk immediately upon receipt of written notice from us and you shall not re-open the Produce Kiosk until you have (a) cured such health and safety deficiency(-ies) and/or resolved such emergency(-ies) and (b) received written permission from us to re-open the Produce Kiosk.

To ensure that the highest degree of quality and service is maintained, you must operate the Produce Kiosk in strict conformity with the methods, standards, and specifications we require in the Franchise Manual, as it is amended in our discretion.

You must purchase all labels, food inventory and utensils from us or an approved supplier. You must maintain in sufficient supply, and use and/or sell at all times, only the ingredients, products, materials, supplies, and paper goods that meet our standards and specifications, and must refrain from deviating from those standards by using or offering non-conforming items, without first obtaining our written consent. You are required to offer or sell only the products and services as have been expressly approved for sale in writing by us; to offer or sell all types of products and services specified by us; to refrain from any deviation from our standards and specifications without first obtaining our written consent; and to discontinue selling and offering for sale any products or services which we may, in our discretion, disapprove in writing at any time. We may change the goods and services you are authorized to sell at any time in our discretion, and there are no limits on our right to do so.

You must charge customers the prices we designate for the sale of any products and/or services.

You are required to offer or sell authorized products and services only at the Host Location and to refrain from off-premises sales or catering unless expressly authorized by us in writing.

You are prohibited from installing or permitting to be installed on or about the Produce Kiosk premises, any fixtures, furnishings, equipment, computer software, decor, signs, games, vending machines, or other items not previously approved as meeting our standards and specifications without first obtaining our written consent.

You may only employ advertising materials and promotional activities which conform to the standards and specifications listed in the Franchise Manual or otherwise and which have first been approved by us in writing.

You may not advertise, promote, post or list information relating to the Produce Kiosk on the Internet (through the creation of a website or otherwise), including, but not limited to, social channels such as Facebook, Instagram, Twitter, SnapChat, Tumblr or TikTok without our prior written consent.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AGREEMENT. YOU SHOULD READ THESE PROVISIONS IN THE FRANCHISE AGREEMENT ATTACHED TO THIS DISCLOSURE DOCUMENT.

THE FRANCHISE RELATIONSHIP

Category	Section of Franchise Agreement	Summary
a. Length of the term of the Franchise	2.1	Term will begin on the effective date of your Franchise Agreement and, unless terminated sooner, will expire one year following the effective date (subject to renewal as provided in Section 2.2 of the Franchise Agreement).
b. Renewal or extension of the term	2.2	Unless Franchisor or franchisee have delivered written notice to the other party of their intent not to renew the Franchise Agreement least 60 days prior to the expiration of the then-current term, the term shall be renewed for an additional one-year term, <u>provided</u> the conditions set forth in subsection c below have been satisfied or waived.
c. Requirements for franchisee to renew or extend	2.2(a) thru (f)	To remain a franchisee, you must meet all required conditions at the end of the then-current Term, including signing our then-current form of franchise agreement, which may be materially different from the form attached to this disclosure document, including higher fees and payment of a successor fee. Other conditions are: you must not be in default of any provisions of your Franchise Agreement; you must have satisfied all monetary obligations owed to us or our affiliates; you must execute a general release; and you must comply with our then-current qualification and training requirements.
d. Termination by Franchisee	Not applicable	Not applicable
e. Termination by Franchisor without “cause”	14.9	Franchisor may terminate the Franchise Agreement, upon thirty (30) days’ notice to franchisee.
f. Termination by Franchisor with “cause”	14.2, 14.3 and 14.4	Each of your obligations and conditions under the Franchise Agreement is a material and essential obligation or condition, the breach or failure of which may result in termination.
g. “ <u>Cause</u> ” defined - curable defaults	14.3	If you: abandon the Produce Kiosk unless the Produce Kiosk has been closed for a reason approved in writing by us or due to governmental

Category	Section of Franchise Agreement	Summary
		order or a force majeure event; act or fail to act in a manner that results in a breach of our Occupancy Agreement; lose the right to transact business; engage in conduct that reflects unfavorably on us; fail to comply with your Franchise Agreement, the System, and/or any health, safety, or sanitation law, rule or regulation relating to cleanliness and sanitation, failure to resolve any public health or safety emergency; misuse the Proprietary Marks; enter into a subfranchise or similar agreement or a management or consulting arrangement relating to your Franchise Agreement and/or the Produce Kiosk; fail to pay amounts owed under the Franchise Agreement; fail to open the Produce Kiosk to the general public within 30 days after signing the Franchise Agreement. The ability to cure a default by Franchisee shall be in Franchisor's sole discretion and to Franchisor's sole satisfaction.
h. "Cause" defined - defaults which cannot be cured	14.2 and 14.5	If you: become insolvent or make a general assignment for the benefit of creditors; make a transfer in violation of the Franchise Agreement; file a voluntary petition for bankruptcy (or an involuntary petition involving you is filed); are adjudicated bankrupt or insolvent in proceedings filed against you; consent to a bill of equity or other proceeding for the appointment of a receiver or other custodian; have a receiver or other custodian appointed by any court; have proceedings for a composition of creditors instituted; have outstanding judgments against you for over 30 days; are dissolved; have execution levied against your business or property; are sued (or otherwise proceeded against) to foreclose any lien or mortgage against the Produce Kiosk (or equipment therein) and not dismissed within 30 days; have real or personal property of Produce Kiosk sold after levy; are indicted or convicted of a sub franchise crime for which imprisonment is a potential penalty; submit documentation containing any material false/misleading statements or omitting any material facts; violates or deal with anyone who violates any anti-terrorism laws; breach the Franchise Agreement or related agreements; etc.

Category	Section of Franchise Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	15.1	You must immediately: cease operating the Produce Kiosk; cease using the System, the Proprietary Marks, the Manual, and the Confidential Information; return the Manual, Confidential Information, all written materials bearing the Proprietary Marks, and all computer hardware and software which may have been provided or licensed by us; cancel any assumed name or equivalent registration which contains the Proprietary Marks and give us evidence of compliance; and within 10 days after termination pay all amounts owed to us under the Franchise Agreement or otherwise. Within 30 days before and after the expiration or termination of your Franchise Agreement we have the option (but not the obligation) to purchase any or all of the furnishings, fixtures, equipment and signs related to your Produce Kiosk for 50% of their original purchase prices and all usable food inventory purchased from Franchisor that Franchisee has on hand at the Host Location and usable food inventory in transit thereto that has already been paid for by Franchisee for 90% of its original purchase price.
j. Assignment of contract by Franchisor	13.1	We have the right to transfer or assign our interest in the Franchise Agreement to any person or entity without restriction.
k. " <u>Transfer</u> " by Franchisee – defined	13.2	Transfer includes selling, assigning, transferring, conveying, giving away, pledging, mortgaging or otherwise encumbering any direct or indirect interest in Franchisee, Franchise Agreement, the Produce Kiosk, and/or Proprietary Marks.
l. Franchisor approval of transfer by Franchisee	13.2 and 13.3	You must obtain our written consent before transferring any interest described in <u>subsection k</u> above. We will not unreasonably withhold our consent.
m. Conditions for Franchisor approval of transfer	13.3	You must: pay all amounts due us or our affiliates; not be in default of your Franchise Agreement; execute a general release; pay a transfer fee; remain liable for pre-transfer obligations. Your proposed transferee must sign a written agreement agreeing to assume all obligations of your Franchise Agreement; meet our criteria for becoming a franchisee; sign our then-current Franchise Agreement; complete our training program; if

Category	Section of Franchise Agreement	Summary
		proposed transferee is an entity, it must show us its compliance with the representations and warranties and covenants in the Franchise Agreement; and satisfy other reasonable conditions that we require.
n. Franchisor's right of first refusal to acquire Franchisee's business	13.6 and Attachment E	Within 30 calendar days after notice, we have the option to purchase the transferred interest on the same terms and conditions.
o. Franchisor's option to purchase Franchisee's business	Not applicable	Not applicable
p. Death or disability of Franchisee	13.7	Upon death or permanent disability of any person with an ownership interest in Franchisee, the franchise must be transferred to someone approved by us within two-three months from such death or within six months after notice to Franchisee regarding such permanent disability.
q. Non-competition covenants during the term of the franchise	16.3(a)	You are prohibited from: diverting or attempting to divert any business or customer to any competitor of SSS or taking any actions that injure or prejudice the Proprietary Marks and System; having any interest in any competitive produce kiosk/restaurant business.
r. Non-competition covenants after the franchise is terminated or expires	16.3(b) and (c)	For a period of two years after the earliest of the termination or expiration of your Franchise Agreement and the transfer of all of your interest in the Franchise Agreement and for a period of one year after any individual or entity ceases to be a "Franchisee's Owner", you and such individual/entity, as applicable, are prohibited from: diverting or attempting to divert any business or customer to any competitor or taking any actions that injure or prejudice the Proprietary Marks and System; having any interest in any competitive produce kiosk/restaurant business located within the United States.
s. Modification of the agreement	20.1	Except for changes we are permitted to make under your Franchise Agreement, no amendment, change, or variance from the Franchise Agreement will be binding unless mutually agreed to and executed by the parties.
t. Integration/Merger clause	20.1	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding. We may not disclaim representations made in the

Category	Section of Franchise Agreement	Summary
		disclosure document.
u. Dispute resolution by arbitration or mediation	21.2	Either party may submit claims or disputes to non-binding mediation; the non-binding mediation will be conducted through either an individual mediator or a mediation service organization. Otherwise, either party may submit their claims or disputes to be resolved in an arbitration proceeding conducted by JAMS (formerly Judicial Arbitration and Mediation Services).
v. Choice of forum	21.3	Unless contrary to applicable state law and subject to the requirement in Section 21.2 of the Franchise Agreement to resolve disputes by arbitration or mediation, the venue for all court proceedings related to the Franchise Agreement is under the exclusive jurisdiction of the State Courts of Texas, located in Collin County, Texas, and the United States Federal District Court for the Northern District of Texas, Dallas Division. In addition to the provisions noted in this chart, the Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Sections 21.7 and 21.8 of the Franchise Agreement. We recommend that you carefully review all of these provisions, and the entire contract, with a lawyer.
w. Choice of law	21.3	Unless contrary to applicable state law, the Franchise Agreement shall be interpreted and construed under Texas law (without regard to Texas choice of law rules). Any State law regarding the offer and sale of franchises, franchise relationships and/or business opportunities will not apply unless the applicable jurisdictional requirements are met.

ITEM 18
PUBLIC FIGURES

We currently do not use any public figure to promote the sale of 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 this **Item 19** may be given only if: (1) Franchisor provides the actual records of an existing outlet you are considering buying; or (2) Franchisor supplements the information provided in this **Item 19**, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Lisel Ramirez, 251 Renner Pkwy., Richardson, Texas 75080, 972-402-9498, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1: Systemwide Outlet Summary For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change (+/-)
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	251	251
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	3	3
Independent Contractors	2022	0	0	0
	2023	0	134	+134
	2024	134	73	-61
Total Outlets	2022	0	0	0
	2023	0	134	+134
	2024	134	327	+193

Table No. 2: Transfers of Outlets from Franchisees to New Owners (other than Franchisor) or Other Franchisees For Years 2022 to 2024

State	Year	Number of Transfers
Mississippi	2022	0
	2023	0
	2024	3
Arkansas	2022	0
	2023	0
	2024	0
South Carolina	2022	0
	2023	0
	2024	0
Georgia	2022	0

	2023	0
	2024	0
Ohio	2022	0
	2023	0
	2024	0
Indiana	2022	0
	2023	1
	2024	32
Tennessee	2022	0
	2023	3
	2024	2
Total Outlets	2022	0
	2023	4
	2024	37

Table No. 3: Status of Franchised Outlets For Years 2022 to 2024

State	Year	Outlets at the Start of the Year	Outlets Opened (including Outlets Acquired from Franchisor)	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at the End of the Year
Mississippi	2022	0	0	0	0	0	0	0
	2023	0	19	0	0	0	0	19
	2024	19	5	3	0	1	0	25
Alabama	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Arkansas	2022	0	0	0	0	0	0	0
	2023	0	14	0	0	0	0	14
	2024	14	6	0	0	1	0	21
South Carolina	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Colorado	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	44	0	0	0	0	44

Georgia	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	16	4	0	0	0	16
Ohio (Independent Contractors)	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Indiana	2022	0	0	0	0	0	0	0
	2023	0	75	0	0	0	0	75
	2024	75	35	13	0	0	0	110
Illinois (Independent Contractors)	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	11	0	0	1	0	14
Kentucky (Independent Contractors)	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
Michigan (Independent Contractors)	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	49	10	0	0	0	49
Tennessee	2022	0	0	0	0	0	0	0
	2023	0	24	0	0	0	0	24
	2024	24	10	7	0	0	0	34
West Virginia (Independent Contractors)	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	7	0	0	0	0	7
Totals	2022	0	0	0	0	0	0	0
	2023	0	134	0	0	0	0	134
	2024	134	190	37	0	3	0	327

Table No: 4 Status of Company-Owned Outlets For Years 2022 to 2024

State	Year	Outlets at the Start of the Year	Outlets Opened (including Outlets Acquired from Franchisees)	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
Mississippi	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

	2024	0	1	0	0	0	1
Arkansas	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
South Carolina	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Georgia	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Ohio	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Indiana	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Illinois	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Tennessee	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	3	0	0	0	0	3

Table No. 5: Projected Openings as of December 31, 2024

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Mississippi	0	0	0
Arkansas	0	0	0
South Carolina	0	0	0

Georgia	0	0	0
Ohio	0	0	0
Indiana	0	0	0
Illinois	0	0	0
Tennessee	0	0	0
Total	0	0	0

The names of all current franchisees, and the address and telephone number of each of their outlets are listed in **Exhibit E**.

The name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee or independent contractor who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business with Franchisor during the most recently completed fiscal year or who has not communicated with the Franchisor within ten (10) weeks of the disclosure document issuance date are listed below in **Exhibit E**. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchisesystem. Additionally, if you buy this franchise, your contact information may be disclosed to other buyers while you operate a franchise in the franchise system.

As of the date of this disclosure document, we are not offering to a prospective franchisee any outlets we currently control that were previously owned by a franchisee. If we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate supplement to this disclosure document.

During the last three fiscal years, we have no current or former franchisees who have signed provisions restricting their ability to speak openly to you about their experience with our franchise system.

As of the date of this disclosure document, we are not offering to a prospective franchisee any outlets we currently control that were previously owned by a franchisee. If we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate supplement to this disclosure document.

During the last two (2) fiscal years, we have no current or former franchisees who have signed provisions restricting their ability to speak openly to you about their experience with our franchise system.

ITEM 21
FINANCIAL STATEMENTS

See **Exhibit C**.

ITEM 22
CONTRACTS

Attached as exhibits to this disclosure document are the following contracts and their attachments:

1. Franchise Agreement (with attachments) – **Exhibit A**
2. Form of General Release – **Exhibit G**

ITEM 23
RECEIPTS

Attached as the last four (4) pages of this disclosure document are duplicate receipts (each receipt is two (2) pages). Please sign and date both receipts and return one (1) executed copy to us.

EXHIBIT A to FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

SUPREME SERVICE SOLUTIONS, INC. d/b/a SUPREME PRODUCE
FRANCHISE AGREEMENT

(Franchisee Address)

(Franchisee Name)

(Date)

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ATTACHMENT F:	REQUIREMENTS FOR LOCAL ADVERTISING
ATTACHMENT G:	GUARANTY OF FRANCHISE AGREEMENT

* * * * *

SUPREME SERVICE SOLUTIONS, INC.
FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT (including all Attachments hereto, this "Franchise Agreement") is entered into between Supreme Service Solutions, Inc. d/b/a/ Supreme Produce, a Texas corporation ("Franchisor"), and _____, a _____ ("Franchisee"), and together with Franchisor and Franchisee, collectively, the "Parties", and individually, each a "Party") as of _____, 202__ (the "Execution Date"). This Franchise Agreement shall be effective as of that certain date set forth on Schedule A hereto (the "Effective Date"), which shall be subsequently agreed to by the Parties.

Recitals

- Franchisor (and/or its owners, affiliates, and subsidiaries), as the result of the expenditure of time, skill, effort and money, has developed and owns a distinctive system (the "System") relating to the establishment and operation of produce kiosks ("Produce Kiosks") which sell cut fruit, shucked corn, and other fresh vegetables and other produce, sparkling water, and/or other related products (in such combination as the Franchisor may determine is appropriate) ("Produce Products").
- Produce Kiosks will be located initially at the premises of upscale third-parties supermarkets (the "Hosts"), and potentially locations in the future ("Host Locations"), that Franchisor intends to source under leases, licenses or other rights to occupy such Host Location ("Occupancy Agreements") between the Host Location and Franchisor.
- In exchange for the right to locate Produce Kiosks at Host Locations, the Host retains, pursuant to its Occupancy Agreement or other location agreement, a percentage of revenue collected from Produce Kiosk sales ("Host Payments").
- Franchisees prepare their Produce Products daily in a dedicated space provided by the Host ("Work Space") and stock their Produce Products in the Produce Kiosks established by the Host which customers then purchase through the Host Location's point of sale ("POS") infrastructure.
- All payments for Produce Products are processed by the Host, which forwards the net amounts therefrom, after withholding for sales tax and retaining its Host Payments, to Franchisor. From the net amounts received from the Host, Franchisor retains the fees and expense reimbursements to which it is entitled under this Franchise Agreement as well as any amounts otherwise due Franchisor from Franchisee for inventory, supplies or otherwise, remitting the remaining amount collected to Franchisee, provided that Franchisor intends to (but shall have sole discretion to decide otherwise) not withhold more than 50% of the amounts it receives in payment from time to time from a Host to apply against any such forgoing amounts owing Franchisor.
- The distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color scheme, and furnishings; special recipes and menu items; uniform standards, specifications, and procedures for operations; Occupancy Agreements; quality and uniformity of menu items, products and services offered; procedures for inventory, management and financial controls; training and support; safety programs; quality control programs; Occupancy Agreements and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor from time to time.
- Franchisor identifies the System by means of certain tradenames, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to Supreme Service Solutions, Supreme Produce and such other tradenames, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor for use in connection with the System (collectively, the "Marks").

- Franchisor continues to develop and use (and control the use of) the Marks in order to identify for the public the source of Produce Products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service.
- Franchisor has established a high reputation and a positive image with the public as to the quality of Produce Products available at Produce Kiosks, which reputation and image have been and continue to be unique benefits to Franchisor and its franchisees.
- Franchisee and Owners (as defined below) understand and acknowledge the importance of Franchisor's high standards of quality, cleanliness, appearance and service and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications. Attachment C contains a complete list of all owners of any type of interest in Franchisee, showing the type and number of interests owned. If Owners are entities as opposed to natural persons, Franchisee must also set forth on Attachment C the names of the natural persons who own or control such entities. The natural persons who are the ultimate owners of Franchisee, directly or indirectly through any number of affiliated entities, are herein defined as "Owners".
- Franchisee desires to use the System in connection with the operation of a Produce Kiosk at the location specified in Attachment A (the "Location"), as well as to receive the training and other assistance provided by Franchisor in connection operating the Produce Kiosk.

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the Parties acknowledge is sufficient to create a legally binding agreement, the Parties agree as set forth herein.

ARTICLE 1 **GRANT OF FRANCHISE**

Section 1.1 Grant of Franchise. Subject to this Franchise Agreement, Franchisor hereby grants to Franchisee, and Franchisee hereby accepts, the non-exclusive right and obligation to operate a franchised Produce Kiosk (as specified on Attachment A) in accordance with the System only at the location specified on Attachment A (the "Location") using only the Marks at such kiosk (the "Franchised Produce Kiosk"). During the Term (defined below), Franchisee shall use the Location solely for the operation of the Franchised Produce Kiosk in accordance with this Franchise Agreement and for no other purpose and Franchisee shall not relocate the Franchised Produce Kiosk without the express prior written consent of Franchisor. Franchisee must participate in any delivery and/or takeout program designated by Franchisor via any method, platform or system Franchisor may require in accordance with Franchisor's standards and procedures. If Franchisor requires Franchisee to participate in such programs, Franchisee will not be granted an exclusive delivery territory in connection with such programs.

(a) Whether the Host Location for the Franchised Produce Kiosk is sourced by Franchisor or Franchisee and whether the Occupancy Agreement for the Franchised Produce Kiosk is with Franchisor or Franchisee, Franchisee shall strictly comply with the terms of the Occupancy Agreement and assure that there arises no breach thereof and Franchisee and its employees and agents shall comply with the Host's rules, policies and procedures applicable to it at the Host Location of the Franchised Produce Kiosk. If Franchisee is not a party to the Occupancy Agreement, Franchisor will provide a copy of the Occupancy Agreement to Franchisee with Franchisor's trade secrets and other proprietary information redacted.

(b) Franchisee or any of Owners shall not enter into any subfranchise agreement, management agreement, operating agreement, consulting arrangement, subcontracting arrangement, outsourcing

arrangement, or any other similar arrangement relating to the rights and obligations of Franchisee hereunder or the management administration or other operation of the Franchised Produce Kiosk. This Franchise Agreement (including the rights, obligations, duties, and benefits hereunder) is intended solely for the Parties hereto, and no other person or entity shall have any rights, obligations, duties, and benefits under this Franchise Agreement.

(c) Franchisee agrees this Franchise Agreement is strictly limited to the non-exclusive right and obligation to operate a franchised Produce Kiosk at the Location in accordance with this Franchise Agreement and does not grant any right to develop and/or operate any other Produce Kiosk.

Section 1.2 No Territorial Rights. Franchisee agrees that this Franchise Agreement does not grant any territorial rights, radius restrictions, minimum population requirements, and/or any other requirements which would govern and/or restrict where another Produce Kiosk may open and operate. Franchisor (on its behalf and on behalf of any other entity which it may acquire, or be acquired by, or otherwise is or becomes affiliated with) retains all rights not expressly granted in this Franchise Agreement.

(a) Franchisee agrees that Franchisor may establish, develop, construct, open, and operate Produce Kiosks at any location other than the Location (either directly or through a franchise, licensing, joint venture, or any other arrangement).

(b) Franchisor (including its affiliates, partners, and/or authorized representatives) may, at any time, advertise or promote the System and fulfill customer orders in any area, including the areas where the Location is located.

(c) Franchisor may offer and sell (or authorize any person or entity to offer and sell) goods and services displaying the Marks or other tradenames and trademarks (e.g., prepackaged food and beverage items, T-shirts and other memorabilia) to the public through any distribution channel in any area and Franchisee acknowledges such goods or services may be similar to those offered by the Franchised Produce Kiosk.

(d) Franchisor reserves the right to develop and establish other tradenames, service marks, trademarks, logos, emblems and indicia of origin which may be similar to, or different from, the Marks (collectively, the “Other Marks”). The Other Marks shall be separate and distinct from the Marks referenced in this Franchise Agreement; therefore, (i) Franchisee shall have no rights to the Other Marks, and (ii) Franchisor (on its own behalf and on behalf of any other entity which it may acquire, or be acquired by, or otherwise is or becomes affiliated with) reserves the right to establish, develop, construct, open, and operate kiosks, other food service operations and other businesses, including a food delivery business, under the Other Marks at any location, including in the area of the Location (either directly or through a franchise, licensing, joint venture or any other arrangement). The Other Marks may include, without limitation, brand extensions or related brands of Produce Kiosks such as counter-service kiosks, quick-service kiosks or other such kiosks, and the Other Marks may include such kiosks operating under a similar tradename.

(e) Franchisee releases and shall hold harmless (i) Franchisor and its owners, subsidiaries, affiliates, developers, lawyers, accountants, and other professional advisers, representatives, servants, independent contractors and agents, and (ii) the respective owners, subsidiaries, affiliates, lawyers, accountants, and other professional advisers, representatives, servants, independent contractors and agents of each of the foregoing, and the respective successors and assigns of any of those described in the preceding clauses (i) and (ii) (collectively, the “Franchisor Parties”), from any and all Damages (as defined in Section 17) which Franchisee may claim to have arising out of, or related to, the exercise by Franchisor or any other Franchisor Party of the rights reserved to Franchisor under this Section 1.2, including, without limitation, any claim related to an alleged cannibalization of Gross Sales (defined in Section 4.2(c)) and any claim related to the

right to establish, develop, construct, open, and operate Produce Kiosks and other kiosks or food service operations, and other businesses under the Other Marks at any location (either directly or through a franchise, licensing, joint venture, or any other arrangement).

ARTICLE 2

TERM AND SUCCESSOR FRANCHISE AGREEMENT

Section 2.1 Term. Unless sooner terminated in accordance with this Franchise Agreement, the “Term” of this Franchise Agreement shall be one (1) year, commence on the Effective Date, and renew in accordance with Section 2.2 below. Notwithstanding the foregoing, Franchisor may terminate this Agreement upon thirty (30) days’ notice to Franchisee, for any reason or no reason pursuant to Section 14.9 of this Agreement.

Section 2.2 Renewal and Successor Franchise Agreement. Unless Franchisee or Franchisor delivers written notice to the other party of its intent not to renew this Franchise Agreement, the Term shall automatically renew for an additional one-year Term periods so long as the conditions precedent listed below are satisfied prior to the end of the then-current Term; provided, however, that any or all of such conditions precedent listed below may be waived by Franchisor at its option. In the event Franchisor intends not to renew this Franchise Agreement, Franchisor shall deliver its written notice of non-renewal to Franchisee at least fifteen (15) days prior to the end of the then-current Term, and alternatively, if Franchisee intends not to renew this Franchise Agreement, Franchisee shall deliver its written notice of non-renewal to Franchisor at least sixty (60) days prior to the end of the then-current Term (each of the foregoing dates the “Renewal Notice Date”).

(a) As of the Renewal Notice Date and the date of the expiration of the then current Term, Franchisee shall not be in default of any provision of this Franchise Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its subsidiaries and affiliates; and Franchisee shall have substantially complied with all the terms and conditions of such agreements during the terms thereof.

(b) As of the Renewal Notice Date and as of the expiration of this Franchise Agreement, Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its subsidiaries and affiliates and shall have timely met those obligations throughout the Term of this Franchise Agreement.

(c) If applicable, Franchisee and Owners shall execute the Successor Franchise Agreement (defined as the then-current form of franchise agreement in use by Franchisor), which agreement shall supersede this Franchise Agreement in all respects as of the date such Successor Franchise Agreement is effective, and the terms of which may substantially differ from the terms of this Franchise Agreement, including, without limitation, the Franchisee Earnings (as defined below) and percentage payment due as advertising fees.

(d) Upon each renewal of the Term, Franchisee shall pay, a renewal fee between \$500 to \$6,500.

(e) Franchisee and each Owner shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor Parties.

(f) Franchisee shall comply with Franchisor’s then-current qualification and operations training requirements.

ARTICLE 3

TRAINING AND OPENING REQUIREMENTS

Section 3.1 Initial Training. In connection with the opening of a Franchised Produce Kiosk, Franchisor shall provide (on such dates and at such locations as determined by Franchisor) an initial operational training program for Franchisee's Managing Owner and Operating Partner (as defined in Section 7.2(b)) and up to five (5) of Franchisee's other personnel per Franchised Produce Kiosk, and Franchisee agrees that such personnel must complete such operational training program to Franchisor's satisfaction prior to opening of each such Franchised Produce Kiosk (the "Initial Training").

(a) If the Managing Owner has completed the Initial Training and he or she will be opening a second or more Franchised Produce Kiosk(s), then Franchisor may, at its option, require such Managing Owner to receive additional training together with the Operating Partner and up to five (5) additional personnel who will be working at the Franchised Produce Kiosk(s).

(b) Any person subsequently employed by Franchisee in a management position at a Franchised Produce Kiosk and each subsequent Managing Owner and Operating Partner, if any, shall attend and complete, to Franchisor's satisfaction, the Initial Training and, in such event, Franchisee shall pay to Franchisor a training fee of \$5,000 per each subsequent Managing Owner and Operating Partner requiring training, and Franchisee shall also be solely responsible for all expenses incurred by its training personnel, including airfare costs, rental car costs and other travel costs, lodging costs, meals and food costs, and other similar costs (such expenses collectively referred to herein as "Reimbursable Expenses") incurred by Franchisor in connection with its personnel providing such training.

Section 3.2 Other Assistance. Franchisor may, at its option, provide such continuing advisory assistance to Franchisee in the operation of the Franchised Produce Kiosk, as Franchisor deems advisable.

(a) Franchisor may make available, from time to time, research data and other materials relating to merchandising, marketing, and advertising.

(b) Franchisor may, from time-to-time and at its option, provide to Franchisee advice and written materials concerning techniques of managing and operating the Franchised Produce Kiosk, including, without limitation, information regarding new developments and improvements in kiosk equipment, food products, packaging and preparation.

(c) Franchisor may, from time-to-time and its option, advance inventory and supplies to Franchisee on commercially reasonable terms and deduct any such due and owing indebtedness, interest, late fees, or any other costs or expenses incurred by Franchisor in connection with such arrangement from Franchisee's share of the revenue of the Produce Kiosk.

Section 3.3 Supplemental Training. In addition to the Initial Training, Franchisor reserves the right to require Franchisee, Managing Owner, Operating Partner and other personnel at the Franchised Produce Kiosk to attend supplemental training courses, including via online compliance modules and at the Franchised Produce Kiosk, at times and locations determined by Franchisor and all Reimbursable Expenses associated with such supplemental training shall be Franchisee's responsibility. Franchisor reserves the right to charge a fee to Franchisee for such supplemental training courses and training materials.

Section 3.4 Opening Requirements. In connection with the opening of the Franchised Produce Kiosk, Franchisee shall conduct, at Franchisee's expense, such promotional and advertising activities as Franchisor may require. Franchisee agrees that Franchisor, in its reasonable business judgment, may require that the Franchised Produce Kiosk be supported, in whole or in part, by an opening crew composed of

trained representatives of Franchisor before and after the date of opening of the Franchised Produce Kiosk. Franchisee's management team shall be at the Franchised Produce Kiosk prior to the Franchised Produce Kiosk opening as directed by Franchisor (for a period not to exceed two weeks prior to opening) and no opening crew shall be furnished by Franchisor until Franchisor's representative approves the Franchised Produce Kiosk as ready for training. Franchisee further agrees to reimburse Franchisor for all reasonable Reimbursable Expenses incurred in providing such opening crew for the Franchised Produce Kiosk.

Section 3.5 Authorization to Open. Prior to opening the Franchised Produce Kiosk for business, Franchisee shall comply with all opening requirements set forth in this Franchise Agreement, the Franchise Manual (as defined below), and/or elsewhere in writing by Franchisor. Franchisee shall not, in any event, open the Franchised Produce Kiosk to the public for business until Franchisee has received authorization to open from Franchisor.

Section 3.6 Release by Franchisee.

(a) Franchisor assumes all cost, liability, expense, and responsibility for locating, obtaining, and developing the Franchised Produce Kiosk and for constructing and equipping (other than small utensils which Franchisee shall procure) the Franchised Produce Kiosk. Franchisee acknowledges that Franchisor's selection of a prospective site does not constitute a representation, promise, warranty, or guarantee by Franchisor that the Franchised Produce Kiosk will be profitable or otherwise successful. Franchisee releases Franchisor and shall hold Franchisor Parties harmless from any and all Damages (as defined in Section 17.5 herein) which may arise from Franchisor's locating, obtaining, and developing the Franchised Produce Kiosk and for equipping the Franchised Produce Kiosk.

(b) Franchisee releases Franchisor and shall hold Franchisor Parties harmless from any and all Damages which may arise from Franchisee's operation of the Franchised Produce Kiosk.

ARTICLE 4
FEES AND PAYMENTS

Section 4.1 Initial Franchise Fee; Management Fee; Order Processing Fee. Franchisee shall pay to Franchisor an Initial Franchise Fee (as defined and set forth on Attachment C), which may be an amount up to \$50,000 on the Execution Date. Notwithstanding anything herein to the contrary, within ninety (90) days following the Execution Date, Franchisor shall be entitled to retain up to fifty percent (50%) of the Initial Franchise Fee if Franchisee fails to (i) agree to an Effective Date with Franchisor within such 90-day period, or (ii) begin operations of the Produce Kiosk on the Effective Date due to Franchisee's acts or omissions; provided; however, that Franchisor shall return the entire Initial Franchise Fee to Franchisee if within ninety (90) days following the Execution Date, Franchisor fails to agree to an Effective Date with Franchisee within such 90-day period or the Produce Kiosk cannot begin operations prior to the 90th day following the Execution Date solely due to Franchisor's acts or omissions or the acts or omissions the Host Location, including any such acts or omissions by the Host Location as a result of state and federal laws and regulations. In the event the Produce Kiosk cannot begin operations prior to the 90th day following the Execution Date solely due to Franchisor's acts or omissions or the acts or omissions the Host Location, the return of the Initial Franchise Fee shall be Franchisee's sole remedy for any Damages incurred by the Franchisee. The right of Franchisor to retain up to fifty percent (50%) of the Initial Franchise Fee shall be in addition to any other fees, rights and remedies available to Franchisor for Franchisee's early termination under Section 14.4 of this Agreement. Upon payment, subject to the foregoing rebate, the Initial Franchise Fee shall be deemed fully earned and nonrefundable in consideration for administrative and other expenses incurred by Franchisor in granting this franchise and for Franchisor's lost or deferred opportunity to franchise others. In consideration for the ongoing administrative, advisory, inspection and other expenses of Franchisor, for each Franchised Produce Kiosk, Franchisee shall pay to Franchisor a biweekly

management fee in an amount equal to the greater of \$200 or 1% of the prior biweekly period's Gross Sales of such Franchised Produce Kiosk (the "Management Fee"), unless such fee is otherwise set forth on the signature page hereto. The Management Fee shall be paid on or before the Monday of the next biweekly period, subject to the Revenue Processing Period (as herein defined). Franchisee may request to order certain inventory or supplies through accounts maintained by Franchisor. For each such order, Franchisor may charge a processing fee of \$50 in such event.

Section 4.2 Franchise Earnings and Definition of Gross Sales.

(a) Franchisee Earnings. During the Term (and in consideration of Franchisee's operation of the Franchised Produce Kiosk in accordance with the terms of this Franchise Agreement), Franchisor shall pay to Franchisee a continuing biweekly fee in an amount equal to ____% of Gross Sales, as defined below (the "Franchisee Earnings"). Franchisor can deduct biweekly any and all amounts owed to it by Franchisee from any Franchisee Earnings it owes to Franchisee; provided, however, that Franchisor intends (but shall have sole discretion to decide otherwise) to not deduct more than 50% biweekly of the amount received from the Host to apply against amounts owed to Franchisor by Franchisee. Franchisee promises to repay all remaining amounts owing to Franchisor in the event the amount withheld from the Franchisee Earnings is insufficient to repay all amounts owing to Franchisor at such time.

(b) Franchisee Payment and Reporting Date. The Host will provide Franchisor with a biweekly Gross Sales report in arrears. Franchisor is paid directly by the Host according to the Gross Sales report, the first of which may not be received until four to eight (4-8) weeks after the commencement of operations at a particular Host Location. Accordingly, and subject to Franchisor's receipt of the Host's initial Gross Sales report and payment by the Host to Franchisor of all amounts due to Franchisor related to such Gross Sales report, Franchisor will begin paying the Franchisee Earnings, less any required fees or amounts payable by the Franchisee to the Franchisor, no later than eight (8) weeks after the Produce Kiosk begins operating (the "Revenue Processing Period") for the first biweekly period of its operations and thereafter will continue to pay the Franchisee Earnings, less any required fees or amounts payable by the Franchisee to the Franchisor, to Franchisee biweekly for the subsequent biweekly periods completed, subject to Franchisor's receipt of the Host's Gross Sales report for the applicable biweekly period and payment by the Host to Franchisor of all amounts due to Franchisor related to such Gross Sales report. Franchisor shall not be held liable for any delayed payments of Franchisee Earnings to the Franchisee that are a result of any delay by the Host to timely deliver the Gross Sales report and amounts due thereunder to Franchisor.

(c) Underpayment; Overpayment. In the event Franchisee determines the amount of Franchisee Earnings remitted by Franchisor is incorrect as a result of an underpayment of such Franchisee Earnings, Franchisee shall promptly deliver written notice of such underpayment to Franchisor. Franchisor shall have thirty (30) days to review its books and records and the Gross Sales report delivered by the Host after the date Franchisor receives the written notice from Franchisee under this Section 4.2(c), by which thirty (30) day period Franchisor shall either deliver a written report, along with sufficient documentation, that such Franchisee Earnings were accurate or deliver the additional amount of Franchisee Earnings to resolve the underpayment. In the event of underpayment, Franchisor shall not be deemed to be in breach of this Agreement prior to receiving the written notice from Franchisee regarding the underpayment or during the thirty (30) day review period provided under this Section 4.2(c). In the event Franchisor determines that it has overpaid any amount of Franchisee Earnings to Franchisee, Franchisor shall deliver a written notice to Franchisee containing sufficient details and accompanying documentation to demonstrate the overpayment. Franchisor shall be permitted to offset any such overpayment against the next payment of Franchisee Earnings due and payable to the Franchisee.

(d) Gross Sales. The term "Gross Sales" shall include the total amount of revenue collected from the sale of all goods or services provided by and/or from the Franchised Produce Kiosk and all other

income of every kind and nature related to the Franchised Produce Kiosk (including, without limitation, the full value of on-premise sales, whether for cash or credit and with no deductions or exclusions whatsoever), except (i) federal, state, or municipal sales taxes collected by Host or Franchisee from customers and paid by Host to the appropriate taxing authority and (ii) any refunds, returns or credit card chargebacks.

Section 4.3 Other Payments. Any payments required to be paid by Franchisee to Franchisor under this Franchise Agreement must be received by Franchisor within ten (10) days of Franchisee's receipt of any billing statement or invoice therefor, and shall be paid to Franchisor at:

Supreme Service Solutions, Inc.
251 Renner Pkwy.
Richardson, TX, 75080

Section 4.4 Late Charge and Interest on Late Payments. Any payment not actually received by Franchisor on or before the date on which such payment is due shall be deemed as late. To compensate Franchisor for the increased administrative expense of handling late payments, Franchisor has the right to charge a late charge for each delinquent payment, in the amount of five percent (5%) of the amount due, which late charge is due upon making the delinquent payment. In addition to such late charge, Franchisee shall pay Franchisor interest on such late payment from the date it was due until paid at the lesser of (a) eighteen percent (18%) per annum and (b) the maximum rate permitted by applicable law. Entitlement to such interest shall be in addition to any other remedies Franchisor may have. Franchisee agrees this section does not constitute Franchisor's agreement to accept payments after they are due or a commitment by Franchisor to extend credit to Franchisee or otherwise finance the operation of the Franchised Produce Kiosk.

Section 4.5 Application of Payments/No Refunds/No Offset. Regardless of any designation by Franchisee, Franchisor has the right to apply any payments by Franchisee to any of Franchisee's past due indebtedness, interest, late fees, or any other indebtedness or amounts owed to Franchisor. Except as expressly set forth in this Agreement, under no circumstances will any amounts paid or payable to Franchisor be refunded by Franchisor for any reason. Franchisee shall not withhold, retain, deduct, credit, and/or offset any amounts which may be owed by Franchisor to Franchisee against any amounts due from Franchisor to Franchisee.

Section 4.6 Method of Payments Through Hosts. For Produce Kiosks at Host Locations where Produce Products are paid for by the Franchised Produce Kiosk's customers through the Host's POS infrastructure (the "Host POS Method"), Franchisee shall not receive direct payments from customers for such sales. Instead, customer payments are made directly to the Host. Franchisee further acknowledges and agrees that all sales will be made through cash registers and/or payment systems of the Host and that Franchisee shall not make any sales through any other cash registers or payment systems.

(a) Under the Host POS Method, the Host shall retain from the Franchised Produce Kiosk its Host Payments. The Host Location and the Occupancy Agreement shall be sourced and negotiated exclusively by Franchisor. The Host Payments shall be established from time-to-time through negotiation directly and exclusively between Franchisor or Franchisor's affiliate and Host, may vary from Produce Kiosk to Produce Kiosk and may fluctuate during the term of this Franchise Agreement. In no event shall Franchisee or Owners or their respective employees or agents have any negotiations or other communications with any Host as to any Occupancy Agreement terms or Host Payments. If a Host shall initiate any such communications with Franchisee, Franchisee shall promptly direct them to Franchisor and fully inform Franchisor of such communications.

(b) Upon the Host remitting to Franchisor the Gross Sales from the Franchised Produce Kiosk at the Host Location less the Host Payment, Franchisor shall first retain all amounts owed to it by Franchisee

under this Agreement before paying the Franchisee Earnings, subject to the intended 50% cap on retained funds described in Section 4.2(a) of this Agreement.

(c) Franchisor does not guaranty the payment due from Franchisor to Franchisee, and Franchisor shall have no obligation to pay Franchisee until Franchisor first receives remittance of Gross Sales less the Host Payment from the Host.

Section 4.7 Method of Payments Not Through Hosts. Franchisor shall have the right to unilaterally modify the payment structure provided for in Section 4.6 at any time. In the event Franchisor payment arrangements are modified such that customer payments are made directly to the Franchised Produce Kiosk, all amounts not owed to Franchisee pursuant to this Franchise Agreement shall be paid to and received by Franchisor (or any third party so designated by Franchisor) on or before the date such amount is due. All such payments must be made by wire transfer, ACH, electronic payment or other mechanism as designated from time to time by Franchisor, and each payment shall be accompanied by the electronic, digital or other reports as specified by Franchisor. Franchisee shall not withhold, retain, deduct, credit, and/or offset any amounts which may be owed by any Franchisor Party to Franchisee (and/or its affiliates or subsidiaries) against any amounts due from Franchisee to Franchisor.

Section 4.8 Payment by Pre-Authorized Bank Transfer. Franchisee agrees to execute and complete the Authorization Agreement in Attachment D, and/or such other documents as Franchisor may require from time to time, to authorize and direct Franchisee's bank or financial institution to pay and deposit directly to Franchisor's account, and to charge to Franchisee's account, the amount of the NAP Fee (defined in Section 11.2(a) below) and other amounts due and payable to Franchisor by Franchisee pursuant to this Franchise Agreement. Franchisee's authorizations will permit Franchisor to initiate debit entries and/or credit correction entries to Franchisor's account for the amount of such fees and other amounts then payable to Franchisor from Franchisee. Franchisee agrees to maintain, at all times during the term of this Agreement, a balance in Franchisee's account at Franchisee's bank or financial institution sufficient to allow the appropriate amount to be debited from Franchisee's account for payment of such fees and other amounts payable by Franchisee for deposit in Franchisor's account.

Section 4.9 Taxes Generally. Franchisee shall promptly pay when due all taxes, duties, and/or fees levied or assessed (including, without limitation, gross receipts taxes, franchise taxes, sales taxes, withholding taxes, value added taxes, and/or any similar taxes or fees) and all accounts and other indebtedness of every kind incurred by Franchisee under this Franchise Agreement (collectively, "Taxes"). In the event of any bona fide dispute as to Franchisee's liability for Taxes, Franchisee may contest the validity or the amount of such Taxes in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against this Franchise Agreement, the Franchised Produce Kiosk, and/or Location (or any improvements thereon).

(a) All payments made by Franchisee to Franchisor under this Franchise Agreement shall be paid in U.S. Dollars and, except as otherwise provided in this Agreement, shall be paid by Franchisee to Franchisor without any retention, deduction, credit, and/or offset for any Taxes.

(b) Any Taxes imposed upon or with respect to this Franchise Agreement or any materials, supplies or specifications acquired by or provided to Franchisee pursuant to or in connection with this Franchise Agreement shall be paid by Franchisee.

(c) In the event Franchisor is required under applicable law or otherwise elects (all as determined by Franchisor in its sole discretion) to pay any Taxes to the appropriate taxing authority(ies) which govern the Location subject to this Franchise Agreement, then Franchisee shall immediately pay to

Franchisor an amount equal to any amount(s) so paid by Franchisor to such taxing authority(ies).

(d) Franchisee consents to the electronic delivery of all tax forms for which Franchisor is required or elects to deliver to Franchisee.

Section 4.10 Texas Margin Tax. For purposes of the Texas Margin Tax, Franchisor's performance of the services specified in this Franchise Agreement will cause it to conduct part of the active trade or business of Franchisee in connection with collecting cash payable to Franchisee, and the compensation specified herein includes both the payment of fees to Franchisor and the reimbursement of specified costs incurred in Franchisor's conduct of the active trade or business of Franchisee. Franchisor and Franchisee intend Franchisor to be, and shall treat Franchisor as, a "management company" within the meaning of Section 171.0001(11) of the Texas Tax Code. Franchisee and Franchisor will apply Sections 171.1011(m-1) and 171.1013(f)-(g) of the Texas Tax Code to Franchisor's reimbursements paid to it pursuant to this Franchise Agreement of specified costs and wages and compensation. Franchisor and Franchisee further recognize and intend that (i) as a result of the relationship created by this Franchise Agreement, reimbursements paid to Franchisor pursuant to this Franchise Agreement are "flow-through funds" that Franchisor is mandated by law or fiduciary duty to distribute, within the meaning of Section 171.1011(f) of the Texas Tax Code, and (ii) as a result of Franchisor's contractual duties under this Franchise Agreement, certain reimbursements hereunder and payments to Franchisee are "flow-through funds" mandated by contract to be distributed within the meaning of Section 171.1011(g) of the Texas Tax Code.

ARTICLE 5

FRANCHISOR'S FRANCHISE MANUAL, PUBLIC RELATIONS, AND CRISIS COMMUNICATIONS

Section 5.1 Franchise Manual. The term "Franchise Manual" means the then-current manuals, policies, specifications, standards, checklists, evaluation forms, spreadsheets, guides, recipes, handbooks, documents, and other information designated by Franchisor from time-to-time regarding the System and Produce Kiosks. The Franchise Manual is part of the System and may be updated, modified, and/or revised by Franchisor from time-to-time in its sole discretion. The Franchise Manual also includes such other manuals, policies, specifications, standards, guides, documents, and other information as may be designated by Franchisor in the future with respect to Produce Kiosks. The Franchise Manual also includes certain information with respect to fees and penalties which may be levied against the Franchisee for violations or breaches of the Franchise Manual and/or this Agreement, including, without limitation, failure of the Franchisee to maintain consistent ordering practices with respect to Products and unapproved or non-conforming Products. The Franchise Manual, including such fee and penalty information, is hereby incorporated into this Agreement by reference.

(a) During the Term, Franchisee shall remain in strict conformity with the System and the Franchise Manual and Franchisee shall also operate the Franchised Produce Kiosk in strict conformity with the System and Franchise Manual in accordance with Section 7.1.

(b) Franchisor has the right, at its option, to furnish the Franchise Manual to Franchisee in the form of paper copies, electronic copies, on computer diskette or CD-Rom, or electronic copies accessed through the Internet, designated website(s), or other media. Franchisor may update, modify, and/or revise such website from time-to-time in its sole discretion.

(c) Franchisor has the right to update, modify, and/or revise the System and/or the Franchise Manual in the future to reflect changes to Produce Kiosks and changes in the System, image, specifications, standards, procedures, approved products, and other items. In such event, Franchisee shall thereafter

comply with the System and/or Franchise Manual, as updated, modified, and/or revised.

Section 5.2 Franchisee's Use of Franchise Manual. With respect to Franchisee's use of the Franchise Manual, Franchisee agrees that:

(a) Franchisee and Owners shall at all times treat the Franchise Manual (including the information therein) as confidential, and shall use all reasonable efforts to maintain the confidentiality of such manuals (and the information therein).

(b) Franchisee and Owners shall not at any time copy, duplicate, record or otherwise reproduce the Franchise Manual, in whole or in part, nor otherwise make the same available to any unauthorized person.

(c) The Franchise Manual shall at all times remain the sole property of Franchisor.

(d) Franchisor may from time to time supplement and/or modify the Franchise Manual and Franchisee expressly agrees that such supplements and/or modifications shall be effective upon receipt and Franchisee shall promptly comply with all such supplements and/or modifications.

(e) To the extent that Franchisee maintains a hardcopy(ies) of the Franchise Manual (or any portion thereof), Franchisee shall at all times maintain the Franchise Manual in a secure place at the Franchised Produce Kiosk and shall ensure the Franchise Manual is kept current and up-to-date. In the event of any dispute as to the contents of the Franchise Manual, the terms of the master version of the Franchise Manual maintained by Franchisor on Franchisor's website referenced above or at Franchisor's home office shall control.

(f) If applicable and if Franchisee's copy of the Franchise Manual is lost, destroyed or significantly damaged, Franchisee will immediately notify Franchisor and will be obligated to obtain from Franchisor a replacement copy of the Franchise Manual for a replacement fee of \$2,000.

Section 5.3 Public Relations and Crisis Communications. Franchisee agrees that:

(a) In the event a public relations matter or health or safety crisis arises, Franchisee must immediately inform Franchisor of the matter or crisis and Franchisor reserves the right (but shall not be obligated) to direct and control any and all crisis communications on behalf of Franchisee and the Franchised Produce Kiosk. Franchisee shall also alert Franchisor to any potential crisis situation which Franchisee reasonably believes may be developing.

(b) Franchisee may retain its own local public relations firm for its day-to-day public relations needs and must inform Franchisor of the firm's identity.

(c) Franchisee shall not distribute any press release to the media without the prior written consent of Franchisor, in its sole discretion.

(d) Unless otherwise required by applicable law or when truthfully conveying Franchisee's experience as a franchisee of Franchisor, Franchisee shall not make any disparaging, defamatory or negative remarks regarding Franchisor, its affiliates, or any of its or their products, vendors, suppliers, services or personnel to any person or entity (including the Host Location).

ARTICLE 6

FRANCHISEE'S REPRESENTATIONS AND CERTAIN COVENANTS

Section 6.1 Franchisee's Representations. Franchisee represents, warrants and covenants as set forth below.

(a) If Franchisee is a corporation, limited liability company, or partnership, then Franchisee is duly organized and validly existing under the law of its state of formation.

(b) If Franchisee is a corporation, limited liability company, or partnership, then Franchisee is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification.

(c) Franchisee's corporate charter, articles or certificate of incorporation, articles or certificate of organization, shareholder agreements, limited liability company agreement, written partnership agreement, bylaws and/or other organizational documents ("Organizational Documents") shall at all times provide that the activities of Franchisee are confined exclusively to operating the Franchised Produce Kiosk unless otherwise consented to by Franchisor in writing.

(d) The execution of this Franchise Agreement and the performance of Franchisee's obligations hereunder have been duly authorized by Franchisee and are within Franchisee's corporate power and permitted under Franchisee's Organizational Documents.

(e) If Franchisee is an entity, then Franchisee has delivered to Franchisor copies of all of Franchisee's constating documentation, whether Organizational Documents or resolutions of the board of directors, board of managers, managing members or general partners authorizing entry into and performance of this Franchise Agreement, other governing documents and any amendments thereto.

(f) Attachment C contains a complete list of all Owners. Franchisee shall maintain a current list of Owners and such list shall be certified by the Managing Owner and furnished to Franchisor upon Franchisor's request. In the event the list of Owners changes, Franchisee shall promptly execute an addendum to Attachment C to ensure the information contained in Attachment C complies with this Franchise Agreement.

(g) If Franchisee is an entity, Franchisee shall maintain stop-transfer instructions against the transfer on its records of any equity securities of Franchisee and each certificate, if any, representing equity ownership of the entity shall have conspicuously endorsed upon it a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Franchise Agreement and its applicable constating document shall provide that ownership of an interest in Franchisee is held subject to all restrictions imposed upon assignments by this Franchise Agreement.

(h) If any director (or person serving in a similar capacity for a non-corporate entity) or officer of Franchisee shall cease to serve as such or any individual shall be elected or appointed as a director or officer of Franchisee subsequent to the execution of this Franchise Agreement, then Franchisee shall provide Franchisor with notice thereof within ten (10) days subsequent to such change. In the event such newly-elected officer or director is a "Managing Owner" or "Operating Partner" (as defined in Section 7.2(b)), then Franchisee shall cause such newly- elected director or officer to comply with the relevant portions of this Franchise Agreement.

(i) At the sole discretion of Franchisor, Franchisor may require the Managing Owner, Operating Partner, and any other Owner to execute the Guaranty in the form set forth on Attachment G

upon execution of this Franchise Agreement. If no Guaranty is executed with this Franchise Agreement, in the event of a monetary default under this Franchise Agreement (even if such monetary default is cured), Franchisor reserves the right to require the Managing Owner any other Owner to sign the Guaranty in the form set forth on Attachment G, in addition to Franchisor's other rights and remedies hereunder.

(j) Franchisee acknowledges and agrees that the representations, warranties and covenants set forth in this Section 6.1 are continuing obligations of Franchisee and that any failure to comply or failure of compliance with such representations, warranties and covenants shall constitute a material event of default under Article 14 pursuant to which Franchisor may terminate this Franchise Agreement in addition to such other rights and remedies available to Franchisor hereunder. Franchisee shall cooperate with Franchisor in any efforts made by Franchisor to verify Franchisee's compliance with such representations, warranties and covenants.

Section 6.2 Background Information. Franchisee agrees to promptly provide information regarding Franchisee, Managing Owner, Operating Partner, Owners, and other senior level individuals associated with Franchisee and/or the Franchised Produce Kiosk as Franchisor may request from time-to-time for the purpose of conducting background checks and security clearances. Franchisee shall fully cooperate with Franchisor in respect of any requirements of law that are implicated by Franchisor's right to obtain background checks hereunder, including, without limitation, any consents or approvals from the subjects of such background checks as may be required by applicable law.

ARTICLE 7

OPERATION OF THE FRANCHISED PRODUCE KIOSK

Section 7.1 Operation of the Franchised Produce Kiosk. During the Term, Franchisee shall operate the Franchised Produce Kiosk in a first-class manner and in strict conformity with the System and the Franchise Manual (and such other required methods, standards and specifications as Franchisor may from time to time prescribe in the Franchise Manual or otherwise) which Franchisee acknowledges exist to protect the System and the Marks. In the event of an update, modification, and/or revision to the System and/or Franchise Manual, Franchisee shall thereafter comply with the System and/or Franchise Manual, as updated, modified, and/or revised. Franchisee acknowledges that every detail of the Franchised Produce Kiosk is important to Franchisee, Franchisor, and other franchisees in order to develop and maintain high operating standards, to increase the demand for the services and products sold by all franchisees, and to protect Franchisor's reputation and goodwill. Furthermore, Franchisee agrees:

(a) To purchase all labels, food inventory and utensils in accordance with the Franchise Manual and maintain in sufficient supply, and to use and/or sell at all times, only such ingredients, Produce Products, food items, supplies, materials, equipment and paper goods (collectively, "Products") that conform with Franchisor's standards and specifications, and to refrain from deviating therefrom, including by the use or offer of non-conforming items, without Franchisor's prior written consent. Franchisee may, in accordance with the Franchise Manual, be required to purchase a produce slicing machine and additional cutting tools at an approximate cost of \$5,500.00. Franchisee shall label all products for sales tracking processing using a label machine approved by Franchisor. Franchisor shall make such label machines available to Franchisee at a cost of \$100 per month.

(b) To sell or offer for sale only such Produce Products and services as have been expressly approved for sale in writing by Franchisor; to sell or offer for sale all Produce Products and services specified by Franchisor; to refrain from any deviation from Franchisor's standards and specifications without Franchisor's prior written consent; and to discontinue selling and offering for sale any menu items, Products or services which Franchisor may, in its discretion, disapprove in writing at any time.

(c) To permit Franchisor or its agents, at any reasonable time, to remove samples of food or non-food items from Franchisee's inventory or from the Franchised Produce Kiosk, without payment therefor, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether said samples meet Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Franchise Agreement, Franchisor may (i) require Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Franchisor or if the sample fails to conform with Franchisor's then-current specifications and (ii) require Franchisee to remove and destroy such food or non-food items at Franchisee's sole cost without reimbursement from Franchisor whatsoever.

(d) To purchase and install, at Franchisee's expense, all fixtures, furnishings, equipment, computer software and hardware, decor and signs as Franchisor may direct from time to time in the Franchise Manual or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Franchised Produce Kiosk premises, without Franchisor's prior written consent, any fixtures, furnishings, equipment, computer software and hardware, decor, signs, games, vending machines or other items not previously approved by Franchisor as meeting Franchisor's standards and specifications, including those standards and specifications in the Franchise Manual.

(e) To sell or offer for sale Produce Products and services only at the Franchised Produce Kiosk (or Products to be delivered from the Franchised Produce Kiosk) and to refrain from off-premises sales or catering unless expressly authorized by Franchisor in writing.

(f) If the Franchised Produce Kiosk accepts direct customer payments (rather than under the Host POS Method), to permit Franchisor to poll Franchisee's point-of-sale and other related computer systems (regardless of location at the Franchised Produce Kiosk, Franchisee's offices, or other locations) for the purpose of compiling data regarding Gross Sales and other relevant data.

(g) Provide food production and food safety logs to Franchisor each Monday and, if requested by Franchisor, other relevant data related to the Franchised Produce Kiosk in a file format and export method reasonably established by Franchisor, at Franchisee's sole cost.

(h) Franchisee acknowledges that Franchisor may implement new and/or supplemental programs and/or procedures from time-to-time and in its sole discretion (e.g., food-and- kiosk safety programs, operational improvement procedures, nutrition information programs, etc.) as an integral part of the System and Franchisee shall be required to participate in (and comply with) such programs and/or procedures established by Franchisor. Franchisee acknowledges it may be responsible for the payment of certain costs associated with such programs and/or procedures. Franchisor reserves the right to establish (and set forth the terms and conditions of) such programs and procedures through a modification and/or revision to the System and/or Franchise Manual and, in such event, Franchisee shall thereafter comply with the System and/or Franchise Manual, as modified and/or revised.

Section 7.2 Managing Owner and Operating Partner.

(a) Managing Owner. Franchisee shall designate and retain an individual to serve as the "Managing Owner" of the Franchised Produce Kiosk. The Managing Owner (i) shall be deemed as a "Franchisee's Owner" hereunder and must have the largest share of unencumbered equity ownership in Franchisee, but not less than ten percent (10%), (ii) must be authorized by Franchisee to bind Franchisee in any dealings with Franchisor and authorized distributors, suppliers, and contractors of Franchisee, (iii) must be authorized by Franchisee to direct any actions necessary to ensure compliance with the Franchise Agreement, and (iv) must devote his full time and best efforts to the satisfaction of Franchisee's obligations under this Franchise Agreement and the daily operations of the Franchised Produce Kiosk. Except as may

otherwise be provided in this Franchise Agreement, the Managing Owner's interest in Franchisee shall be and shall remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options. Franchisee has not taken and agrees that it will not hereafter take, whether directly or indirectly, any action to avoid the authority requirements of the Managing Owner through the entry of limiting board resolutions, management agreements, amendment of Organizational Documents or any other similar device or arrangement. Franchisee agrees to furnish Franchisor with such evidence as Franchisor may request from time to time for the purpose of assuring Franchisor that the Managing Owner's authority remains as represented herein.

(b) Operating Partner. If the Managing Owner does not intend to devote his full time and best efforts to the daily operation of the Franchised Produce Kiosk, then Franchisee must also designate an individual "Operating Partner", who must be approved by Franchisor. The Operating Partner (i) shall be deemed as a "Franchisee's Owner" hereunder and must be authorized by Franchisee to bind Franchisee in any dealings with Franchisor and authorized distributors, suppliers, and contractors of Franchisee, (ii) must be authorized by Franchisee to direct any actions necessary to ensure compliance with the Franchise Agreement, and (iii) must devote his full time and best efforts to the satisfaction of Franchisee's obligations under this Franchise Agreement and the daily operations of the Franchised Produce Kiosk with no operational or management commitments to other businesses. The Operating Partner must live within a 50-mile radius of the Franchised Produce Kiosk. Except as may otherwise be provided in this Franchise Agreement, the Operating Partner's interest in Franchisee, if any, shall be and shall remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options.

(c) Change of Managing Owner or Operating Partner. Franchisee shall not change the Managing Owner and/or Operating Partner without the prior written consent of Franchisor. Any sale, transfer or assignment of the Managing Owner's interest in Franchisee, or any portion thereof, shall be subject to the restrictions on transfer described in Article 13 and any failure to comply with such requirements shall be deemed a material event of default by Franchisee under Article 14. Any sale, transfer or assignment of the Operating Partner's interest in Franchisee, if any, or any portion thereof, shall be subject to the restrictions on transfer described in Article 13 and any failure to comply with such requirements shall be deemed a material event of default by Franchisee under Article 14.

Section 7.3 Hours of Operation. Franchisee shall keep the Franchised Produce Kiosk open and in normal operation for such hours and days as Franchisor may from time-to-time specify in the Franchise Manual or as Franchisor may otherwise reasonably request or approve in writing.

Section 7.4 Personnel and Staffing. Franchisee shall staff the Work Space in accordance with the Franchise Manual and Franchisee agrees to maintain a competent, conscientious, and fully-trained staff at the Work Space and/or the Franchised Produce Kiosk including at least two fully-trained, full-time employees, including at least one fully-trained, full-time manager (unless otherwise agreed to in writing by Franchisor). At all times the Franchised Produce Kiosk is to be open for business, the Franchised Produce Kiosk shall be staffed by one manager and at least one additional employee of Franchisee. Franchisee agrees to take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor may prescribe from time to time. Franchisee also acknowledges and agrees that Franchisor may require Franchisee to maintain "above-kiosk" supervision (e.g., area director(s), regional director(s), etc.) and, in such event, Franchisee shall ensure that such personnel are fully-trained in accordance with the Franchise Manual. Franchisee alone is responsible for hiring, firing, line-training, disciplining, setting hours for and otherwise supervising all employees. As between Franchisor and Franchisee, Franchisee is solely responsible for the safety and well-being of Franchisee's employees and the customers of the Franchised Produce Kiosk. Any evaluation or inspection Franchisor conduct is not intended to exercise, and does not constitute, control over Franchisee's day-to-day operation of the

Franchised Produce Kiosk or to assume any responsibility for Franchisee's obligations under this Franchise Agreement. No employee of Franchisee will be deemed to be an employee of Franchisor for any purpose whatsoever, and nothing in any aspect of the System or the Marks in any way shifts any employee or employment related responsibility from Franchisee to Franchisor. Franchisee will defend, indemnify, and hold Franchisor and each other Franchisor Party harmless from and against all claims arising out of or relating to (a) any employee of Franchisee being deemed or purported to be deemed to be an employee of Franchisor and (b) any event, allegation or finding that for any purpose whatsoever, or in any way shifts any employee or employment related responsibility from Franchisee to Franchisor.

Section 7.5 Health and Safety Standards. Franchisee shall, at all times, operate the Franchised Produce Kiosk in accordance with (i) the highest health, safety, and sanitation standards under applicable law and (ii) the highest health, safety, and sanitation standards as set forth in the Franchise Manual. Franchisee shall furnish to Franchisor, within seven (7) days after receipt thereof, a copy of any inspection report, warning, citation, certificate and/or rating which indicates Franchisee's satisfaction of or failure to meet or maintain the highest health, safety, and/or sanitation standards in the operation of the Franchised Produce Kiosk.

(a) **Temporary Closure of Franchised Produce Kiosk.** In the event Franchisee violates the terms of Section 7.5, then (in addition to Franchisor's other rights and remedies hereunder) Franchisee shall temporarily close the Franchised Produce Kiosk immediately upon receipt of written notice from Franchisor and Franchisee shall not re-open the Franchised Produce Kiosk until Franchisee has cured such violation(s) of Section 7.5 and received written permission from Franchisor to re-open the Franchised Produce Kiosk.

(b) **Public Health and/or Safety Emergency.** In the event of a public health, safety, and/or sanitation emergency involving the Franchised Produce Kiosk, then (in addition to Franchisor's other rights and remedies hereunder) Franchisee shall temporarily close the Franchised Produce Kiosk immediately upon Franchisee becoming aware thereof (and in any event not later than immediately upon receipt of written notice to do so from Franchisor) and Franchisee shall not re-open the Franchised Produce Kiosk until such emergency has been resolved and Franchisee has received written permission from Franchisor to re-open the Franchised Produce Kiosk.

Section 7.6 Approved Suppliers. Franchisee shall purchase all Products used or offered for sale at the Franchised Produce Kiosk solely from the Franchisor or as otherwise required by the Franchise Manual and this Franchise Agreement and, to the extent any Produce Products are permitted to be purchased from others, they shall be purchased by Franchisee from suppliers (including manufacturers, distributors and other sources) who (i) demonstrate, to the continuing satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such items; (ii) possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; (iii) have been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier; and (iv) have not thereafter been disapproved.

(a) If Franchisee desires to purchase any products from an unapproved supplier, Franchisee shall submit to Franchisor a prior written request to Franchisor for such approval, or shall request the supplier itself to do so. Franchisee shall not purchase from any supplier unless and until such supplier has been approved in writing by Franchisor. Franchisee acknowledges it will be required to secure such supplier's signature to such agreements as Franchisor may require, including, without limitation, a confidentiality agreement acceptable to Franchisor, as conditions precedent to any approval by Franchisor. Franchisee agrees that its failure to comply with this Section 7.6(a) will result in an assessment of a non-compliance fee equal to 150% of the Franchisee's cost of the products if such products had been purchased from an approved supplier or Franchisor. In the event Franchisee repeatedly fails to place sufficient orders of Product from an approved supplier and/or Franchisor consistent with Franchisee's prior weekly sales,

Franchisor shall be entitled to automatically order on Franchisee's behalf and deliver to Franchisee, at Franchisee's sole cost, the amount of Products necessary for Franchisee to meet demands, calculated according to Franchisee's prior weekly sales. Any such ordering and delivering of Products on behalf of Franchisee shall be charged to Franchisee at a cost of up to 150% of the cost for the Products so ordered and delivered.

(b) Franchisor shall have the right to require that its representatives be permitted to inspect any Product supplier's facilities at any time, and that samples from any such supplier be delivered, at any time, either to Franchisor or to an independent laboratory designated by Franchisor for testing. A charge, not to exceed the cost of the inspection and the test, shall be paid by Franchisee, though without limiting Franchisee's liability therefor, Franchisee may require reimbursement from or direct payment by the supplier.

(c) Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any previously-approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Nothing in the foregoing shall be construed to require Franchisor to approve any particular supplier (such determination to be made by Franchisor in its sole discretion).

(d) Franchisee shall timely fulfill all financial obligations it owes to any supplier. In the event Franchisee fails to timely pay any supplier, Franchisor may, in its sole discretion, make such payment on Franchisee's behalf and charge to Franchisee, together with a \$50 administrative fee, all costs and expenses incurred by Franchisor in making such payment.

Section 7.7 Proprietary Products. Franchisee acknowledges and agrees that Franchisor has developed, and after the Effective Date may develop certain Produce Products which are made from highly confidential secret recipes and which are trade secrets of Franchisor (the "Proprietary Products"). Because of the importance of quality and uniformity of production and the significance of the Proprietary Products to the System, it is to the mutual benefit of the Parties that Franchisor closely controls the production and distribution of the Proprietary Products. Accordingly, Franchisee agrees to only use Proprietary Products in the Franchised Produce Kiosk which have been purchased from Franchisor or from a source designated by Franchisor, unless otherwise permitted in writing by Franchisor.

Section 7.8 Maintenance of the Franchised Produce Kiosk. Franchisee shall clean and maintain the Work Space and the Franchised Produce Kiosk in a first-class manner and condition and Franchisee shall report to Franchisor any repairs to the Work Space or the Franchised Produce Kiosk as may be required to maintain the Work Space and the Franchised Produce Kiosk in a first-class manner and condition. All repairs, replacements, additions, and modifications to the Franchised Produce Kiosk shall require Franchisor's prior written consent.

Section 7.9 Current Image. Upon Franchisor's request, Franchisee shall, at its sole cost and expense, make all improvements and alterations that Franchisor may determine to be necessary for the Franchised Produce Kiosk to conform with the then-current image of Produce Kiosks as required by the System or as prescribed by Franchisor from time-to-time (the "Current Image"). Franchisee shall, at its expense, undertake and complete such improvements and alterations within reasonable times specified by Franchisor.

Section 7.10 Remodeling and/or Redecorating of Franchised Produce Kiosk. Franchisee acknowledges Franchisor's right to make changes in the Current Image, as it reasonably deems appropriate; and Franchisor has the right to require Franchisee to make specific changes to the Franchised Produce Kiosk from time-to-time to conform with the Current Image, and Franchisee must cooperate as needed to allow

for such changes.

Section 7.11 Inspection by Franchisor. Franchisee shall grant Franchisor and its agents, including representatives of the Host, the right to enter the Franchised Produce Kiosk at any time for the purpose of conducting inspections of the Franchised Produce Kiosk and Franchisee shall cooperate with Franchisor and its agents in such inspections by rendering such assistance as they may reasonably request. Upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Franchise Agreement, Franchisee shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection, including, but not limited to, correcting any use of unauthorized Products or unauthorized Product substitutions. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor shall have the right and authority (without, however, any obligation to do so), to correct such deficiencies and to charge Franchisee a reasonable fee and reimbursement for Franchisor's expenses in so acting, payable by Franchisee immediately upon demand by Franchisor. Franchisor reserves the right to institute policies and procedures regarding such inspection in the Franchise Manual, including without limitation, fees for failure to timely comply with such policies and procedures. Franchisor and its agents, including representatives of the Host operating under the authority of the Host, shall have the right to dispose of any unauthorized Products and Products that do not conform to the requirements set forth in the Franchise Manual. Neither Franchisor nor the Host shall have any responsibility for replacing any unauthorized or non-conforming Products. Neither Franchisor nor the Host shall be required to attempt to resell the unauthorized or non-conforming Products or otherwise mitigate any losses the Franchisee may sustain as a result of the disposal of the unauthorized or non-conforming Products.

Section 7.12 Mandatory Sanitation and Food Safety Program. Franchisor reserves the right to require Franchisee's participation in a sanitation and food safety program relating to the Franchised Produce Kiosk (including periodic inspections and evaluations of the Franchised Produce Kiosk) in accordance with such rules, terms, and conditions as Franchisor deems advisable. Franchisor reserves the right to incorporate the rules, terms, and conditions of such program into the Franchise Manual and to supplement such rules, terms, and conditions from time-to-time through modifications to the Franchise Manual. Franchisee shall, at all times, operate the Franchised Produce Kiosk in accordance with the rules, terms, and conditions of such mandatory sanitation and food safety program. Franchisee acknowledges Franchisee may be responsible for some (or all) costs of such program as it applies to the Franchised Produce Kiosk.

Section 7.13 Prices at Franchised Produce Kiosk. Subject to this Franchise Agreement, Franchisor shall determine the prices of Produce Products or services offered at the Franchised Produce Kiosk as permitted by applicable law. To the fullest extent permitted by applicable law, Franchisor reserves the right to establish maximum, minimum or other pricing requirements with respect to the prices Franchisee may charge for menu items, Products or services offered at the Franchised Produce Kiosk.

Section 7.14 Compliance with Laws and Industry Standards. Franchisee shall operate the Work Space and the Franchised Produce Kiosk in compliance with all federal, state and local laws, rules and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Work Space and the Franchised Produce Kiosk, including, without limitation, business licenses, certificates of occupancy, liquor licenses, fictitious name registrations, sales tax permits and fire permits. Franchisee shall be solely responsible for any fines, costs, or penalties related to the foregoing matters.

(a) Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality related to any of the matters referenced in this

Section 7.14 or which may adversely affect the Work Space or the Franchised Produce Kiosk.

(b) Franchisee shall, at its sole cost, comply (i) with rules and regulations promulgated by industry groups, trade associations and similar non-governmental (and/or quasi-governmental) organizations as Franchisor shall require and/or (ii) rules and regulations promulgated by Franchisor which are reasonably consistent with rules and regulations promulgated by such industry groups, trade associations and similar non-governmental (and/or quasi-governmental) organizations.

(c) Franchisor and Franchisee acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Marks and System. Accordingly, Franchisee agrees that it will cause the Franchised Produce Kiosk to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Data Security Standards (PCI DSS) council, or its successor, and other regulations and industry standards applicable to the protection of customer privacy and credit card information, including but not limited to the Fair and Accurate Credit Transaction Act (FACTA) and all other successor or additional laws, and all other data security requirements Franchisor may prescribe. Franchisee is solely responsible for educating itself as to these regulations and standards and for achieving and maintaining applicable compliance certifications. Franchisee will defend, indemnify and hold Franchisor and each other Franchisor **Party harmless from and against all claims arising out of or relating to Franchisee's violation of this Section 7.14.**

Section 7.15 Supplemental Marketing Programs. Franchisee acknowledges that (i) supplemental marketing programs (e.g., limited time offers, gift cards, gift certificates, coupons, loyalty programs, customer relationship management and other supplemental marketing programs) are an integral part of the System and (ii) Franchisee shall be required to participate in (and comply with) such supplemental marketing programs, if any, established by Franchisor from time-to-time. Franchisee acknowledges it may be responsible for the payment of certain costs associated with these supplemental marketing programs. Franchisor reserves the right to establish (and set forth the terms and conditions of) such supplemental marketing programs through (i) a supplement and/or modification to the Franchise Manual or (ii) a standard supplemental marketing program agreement which Franchisee agrees to sign, if requested by Franchisor. Franchisee acknowledges that Franchisor may from time to time institute a gift card program and Franchisee shall be required to participate in (and comply with the terms and conditions of) Franchisor's gift card policy as amended or modified by Franchisor from time-to-time.

ARTICLE 8 **MARKS**

Section 8.1 Franchisee's Use of the Marks. With respect to Franchisee's licensed use of the Marks pursuant to this Franchise Agreement, Franchisee agrees that:

(a) Franchisee shall use only the Marks designated by Franchisor and then only in the manner authorized by Franchisor or otherwise with the prior written consent of Franchisor.

(b) Franchisee shall use the Marks only at the Franchised Produce Kiosk or in advertising for the Franchised Produce Kiosk (unless otherwise previously authorized by Franchisor in writing).

(c) Franchisee shall cause all advertising materials, promotional materials, signs, banners, decorations, paper goods (including disposable food containers, napkins, menus, forms and stationery) and other items designated by Franchisor used in connection with the Franchised Produce Kiosk to display the Marks in the form, color, location and manner prescribed and approved in writing by Franchisor.

(d) Unless otherwise authorized or required by Franchisor, Franchisee shall operate and

advertise the Franchised Produce Kiosk only under the Marks Franchisor has authorized Franchisee to use, without prefix or suffix.

(e) During the Term of this Franchise Agreement, Franchisee shall identify itself as the owner of the Franchised Produce Kiosk and an independent franchisee in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations at the Franchised Produce Kiosk as Franchisor may designate in writing.

(f) Franchisee's right to use the Marks is limited to such uses as are authorized under this Franchise Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights.

(g) Franchisee shall not use the Marks to incur any obligation or indebtedness on behalf of Franchisor.

(h) Franchisee shall not use the Marks (or any derivative or portion thereof) as part of its corporate or other legal name.

(i) Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Marks or to maintain their continued validity and enforceability.

In the event of any infringement of or challenge to Franchisee's use of the Marks or litigation involving the Marks is instituted or threatened against Franchisee, Franchisee shall promptly notify Franchisor and shall cooperate fully in defending or settling such litigation. Franchisee and Owners agree that they will not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such action, claim or infringement. Franchisor shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, United States Patent and Trademark Office action or other proceeding arising out of any infringement, challenge or claims relating to the Marks.

Section 8.2 Limitations on Franchisee's Use of Marks. With respect to Franchisee's licensed use of the Marks pursuant to this Franchise Agreement, Franchisee agrees that:

(a) Franchisor is the owner or licensee of all right, title and interest in and to the Marks and the goodwill associated with and symbolized by them.

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

(c) Franchisee shall not directly or indirectly contest the validity or Franchisor's ownership of the Marks.

(d) Franchisee's use of the Marks pursuant to this Franchise Agreement does not give Franchisee any ownership interest or other interest in or to the Marks, except the license granted by this Franchise Agreement.

(e) Any and all goodwill arising from Franchisee's use of the Marks and the System under this Franchise Agreement shall inure solely and exclusively to Franchisor's benefit, and upon expiration or

termination of this Franchise Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Marks.

(f) The right and license of the Marks granted hereunder to Franchisee is non-exclusive, and Franchisor thus has and retains the rights, among others:

- (i) To use the Marks itself in connection with selling menu items, Products and services;
- (ii) To grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees;
- (iii) To develop and establish other systems using the same or similar Marks, or other Marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee; and
- (iv) To develop and establish the Other Marks and exclude the Other Marks from the Marks.

(g) Franchisee's use of the Marks pursuant to this Franchise Agreement does not give Franchisee any interest in or right to use the Other Marks.

Section 8.3 Substitutions to Marks. Franchisor reserves the right to substitute different Marks for use in identifying the System and the business operating thereunder if Franchisor's currently owned Marks no longer can be used, or if Franchisor, in its sole discretion, determines that substitution of different Marks will be beneficial to the System. In such event, Franchisee shall be responsible for all expenses related to the substitution of different Marks at Franchisee's Produce Kiosk.

ARTICLE 9 **CONFIDENTIAL INFORMATION**

Section 9.1 Confidential Information. Franchisee and Owners shall not, during the term of this Franchise Agreement and for a period of five (5) years thereafter, communicate, divulge or use for the benefit of any other person, partnership, association, or corporation any information, trade secrets, knowledge, or know-how concerning the Marks, System, Franchise Manual and methods of development and operation of the Franchised Produce Kiosk, including without limitation software licensed or provided by the Company, recipes, training materials, construction plans and specifications, marketing information and strategies, and site evaluation and selection techniques (collectively, the "Confidential Information"). The foregoing items shall be deemed as "Confidential Information" regardless of whether such items are disclosed to Franchisee under a "confidentiality notice" and whether spoken, written, printed, electronic, or in any other form or medium.

Section 9.2 Use and Disclosure. Franchisee and Owners (i) shall disclose Confidential Information only to such of Franchisee's employees as must have access to it in order to operate the Franchised Produce Kiosk, (ii) shall not copy, duplicate, record, or otherwise reproduce the Confidential Information, in whole or in part, nor otherwise make the same available to any unauthorized person, and (iii) shall be solely responsible to ensure that Franchisee's managers, employees, agents, and independent contractors having access to Confidential Information comply with this Article 9 and do not communicate, divulge or use Confidential Information in violation of this Article 9.

Section 9.3 Confidentiality Agreement. In addition to Franchisee's obligations under

Section 9.1. Franchisor may require that Franchisee cause Owners and any of Franchisee's or Owners' respective managers, employees, agents or independent contractors having access to Confidential Information to execute a Confidentiality Agreement in the form contained in Attachment B.

Section 9.4 Breach of Confidentiality. Franchisee acknowledges that any failure to comply with the requirements of this Article 9 shall constitute a material event of default under Article 14 and will cause Franchisor irreparable injury. Therefore (and in addition to any remedies under Article 14 or applicable law), Franchisor may obtain specific performance of, or an injunction against violation of, the requirements of this Article 9 without being required to post bond and Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Article 9.

Section 9.5 Franchisee's Access to Confidential Information and Other Information.

In addition to Confidential Information, Franchisor may, from time-to-time and at Franchisor's sole option, elect (i) to grant Franchisee access to certain database(s), web-based information programs, and other software, and/or (ii) to make other information related to the Franchised Produce Kiosk available to Franchisee and Franchisee agrees to promptly comply, at Franchisee's sole cost, with all rules and requirements imposed by Franchisor in connection therewith (including, without limitation, implementing required security measures, updating and restricting Franchisee's personnel access lists, and other requirements).

Section 9.6 Survival. The terms of this Article 9 shall survive the termination, expiration, or any transfer of this Franchise Agreement. Franchisee shall pay to Franchisor all Damages, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of this Franchise Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Article 9.

ARTICLE 10
ACCOUNTING AND RECORDS

Section 10.1 Proof of Financial Ability. Prior to executing this Agreement, Franchisee must provide to Franchisor evidence (e.g., bank statements and/or financial statements) demonstrating its financial ability to pay all costs of purchasing and operating the Franchised Produce Kiosk through the Revenue Processing Period and thereafter.

Section 10.2 Other Financial Statements. At least thirty (30) days prior to the beginning of each fiscal year during the Term, Franchisee shall prepare and submit to Franchisor a complete operating budget for the Franchised Produce Kiosk in a form prescribed by Franchisor from time to time.

Section 10.3 Certification. Each statement and report referenced in Sections 10.1 and 10.2 shall be signed by Franchisee and the Managing Owner attesting that it is true, complete and accurate.

Section 10.4 Audit Rights.

(a) **Franchisor's Audit Rights.** Franchisor or its designated agents shall have the right at all reasonable times to request, inspect, audit and copy, at Franchisor's expense, the books, records, financial statements, tax returns, and other information, in any medium whatsoever, of Franchisee and any affiliates and/or parent company(ies) involved in the operation of the Franchised Produce Kiosk in order to determine the amount of Franchisee's sales at the Franchised Produce Kiosk as well as other results of operations.

(b) **Franchisee's Audit Rights.** Franchisee or its designated agents shall have the right once per each 12-month period commencing on the Effective Date and each renewal date of the Term at all reasonable times to request, inspect, audit, and copy, at Franchisee's expense, the books, records, financial

statements, tax returns and other information, in any medium whatsoever, of Franchisor only to the extent necessary to verify the Gross Sales realized by the Franchised Produce Kiosk and that the amounts paid to Franchisee are in compliance with this Agreement.

(c) **Audit Results.** If any such inspection or audit referenced above should reveal that any amounts have been overpaid or underpaid, then the Party that either accepted the overpayment or underpaid the other Party shall immediately pay to the other Party the amount that was overpaid or underpaid upon demand, in addition to interest from the date such amount was due until paid, at the rate of eight percent (8%) per annum, or the maximum rate permitted by applicable law, whichever is less. The foregoing remedy shall be in addition to any other remedies a Party may have under this Franchise Agreement.

ARTICLE 11 **ADVERTISING**

Section 11.1 Advertising Programs. Franchisee shall participate in any National Advertising Program of Franchisor (“NAP”) as directed by Franchisor and Franchisee agrees that such direction may be changed by Franchisor from time-to-time during the Term. Franchisee may engage in local advertising which complies with the requirements set forth on Attachment F; however, all such advertising shall be subject to Franchisor’s prior written approval.

Section 11.2 National Advertising Program. In the event Franchisor requires Franchisee to participate in a NAP, then Franchisee shall comply with this Section 11.2.

(a) On or before the tenth (10th) day of each calendar month, Franchisee shall pay to Franchisor a continuing monthly advertising fee in an amount up to or equal to 1% of Gross Sales (the “NAP Fee”). The NAP Fee shall be determined by Franchisor in its sole discretion from time-to-time during the Term, but shall not exceed 1% of Gross Sales.

(b) The NAP shall be organized, governed, and operated in accordance with written guidelines prepared and approved in advance by Franchisor (the “NAP Guidelines”) and Franchisor shall be responsible for maintaining and administering advertising programs in accordance with the NAP Guidelines. No advertising or promotional plans or materials may be used by the NAP or furnished to its members without the prior written consent of Franchisor. Further, Franchisor shall direct all advertising and production programs in the NAP and Franchisor shall have sole responsibility for all advertising, marketing, and/or promotional materials used in connection with the NAP all as determined by Franchisor in its sole discretion.

(c) The NAP Fee shall be used exclusively by Franchisor in connection with any and all costs incurred in connection with the NAP including, without limitation, (i) maintaining, directing, and preparing advertising materials such as the preparation and coordination of television, digital (email, sms (text messages), search, display, video, social), radio, print, direct mail, outdoor billboard advertising, marketing surveys and other public relations activities; (ii) the employment of advertising agencies to assist in the NAP; (iii) the preparation and distribution of promotional brochures and other marketing materials in connection with the NAP; (iv) the cost of developing and maintaining any website(s) related to the NAP; (v) reasonable administrative costs and overhead incurred by Franchisor in activities reasonably related to the administration or direction of the NAP; and (vi) such other items as may be set forth in the NAP Guidelines.

Section 11.3 Administration of Advertising Programs. Franchisor reasonably anticipates that the NAP Fee shall be expended for advertising and/or promotional purposes as described herein during Franchisor’s fiscal year within which such fees are received. In the event excess amounts

remain in such advertising program at the end of such fiscal year, then all expenditures in the following fiscal year(s) shall be made first out of accumulated fees from previous years and then from fees collected during the current year.

(a) The NAP is operated as a conduit for the collection and expenditure of advertising fees for the purposes stated herein. An unaudited statement of the operations of the National Advertising Fund shall be prepared annually by Franchisor and shall be made available to Franchisee upon Franchisee's request.

(b) Franchisor reserves the right to terminate the NAP; provided that such program shall not be terminated until all monies in the program has been expended for advertising and/or promotional purposes or other appropriate arrangements have been made with respect to such monies.

Section 11.4 Advertising Standards and Approval. All advertising and promotion by Franchisee in any medium shall be conducted in a dignified manner and shall conform to the standards and requirements of Franchisor as set forth in the Franchise Manual or otherwise. Franchisee shall obtain Franchisor's prior written consent to all advertising and promotional plans and materials that Franchisee desires to use which have not been prepared or previously approved by Franchisor within one (1) year prior to the date of use by Franchisee.

(a) Franchisee shall not use any advertising, marketing, and/or promotional materials in connection with the Franchised Produce Kiosk unless such materials have been approved by Franchisor in writing. Franchisee shall submit any unapproved advertising, marketing and/or promotional materials to Franchisor (by personal delivery or through the mail, return receipt requested), and Franchisor shall use reasonable efforts to approve or disapprove such materials within fourteen (14) days from the date of receipt thereof by Franchisor. Franchisee shall use no such materials until they have been approved by Franchisor and shall promptly discontinue use of any advertising, marketing and/or promotional materials upon notice from Franchisor.

(b) This Section 11.4 shall apply in all respects to the distribution and display of advertising, marketing, and/or promotional materials in any medium (including, without limitation, print, radio, television, and the display or use by Franchisee of advertising and promotional materials and the Marks on the Internet).

Section 11.5 Internet and Electronic Commerce. Franchisee shall not advertise the Franchised Produce Kiosk over the Internet (or any other form of electronic commerce and/or electronic media) without Franchisor's prior written consent. Franchisee shall not use the Marks over the Internet (or any other form of electronic commerce and/or electronic media) without Franchisor's prior written consent. Franchisee shall not develop, create, establish, and/or use any website or other electronic media which uses and/or creates any association with the System and/or the Marks (including any abbreviation, acronym, phonetic variation or visual variation).

(a) All domain names using, and/or creating any association with, the System and/or the Marks (including any abbreviation, acronym, phonetic variation, or visual variation) shall be registered in Franchisor's name. Franchisor may grant to Franchisee a non-exclusive license to use domain name(s) selected by Franchisor for Franchisee's use in accordance with this Franchise Agreement. Franchisee shall not register any domain name in any class or category that uses or creates any association with the System and/or Marks (including any abbreviation, acronym, phonetic variation or visual variation) without Franchisor's prior written consent.

(b) Franchisee agrees that any consent by Franchisor to develop, create, establish, advertise, register and/or use any of the Marks over the Internet (or any other form of electronic commerce and/or

electronic media) shall be subject to certain conditions including, without limitation, requirements as to form, content and appearance; requirement of a hypertext link to Franchisor's website(s); prohibitions on hypertext links to third-party websites; and other requirements, restrictions and prohibitions deemed necessary by Franchisor.

(c) On termination or expiration of this Franchise Agreement or in the event Franchisee fails to comply with this Section 11.5, Franchisor shall have the right (in addition to Franchisor's other rights and remedies hereunder) to revoke its consent to Franchisee's development, creation, establishment, advertisement, registration and/or use any of the Marks over the Internet or any other form of electronic commerce and/or electronic media (including, without limitation, website(s) and domain names) and, in such event, Franchisee shall immediately cease all such activities and shall immediately take all actions reasonably required to disassociate Franchisee from all such activities.

Section 11.6 Copyrights. Franchisee acknowledges that Franchisor or its affiliates own the worldwide copyright and other ownership rights to the Franchise Manual, and all components of the System that are written, electronic and/or magnetic media subject to copyright (collectively, the "Copyright Materials"). Franchisee acknowledges and agrees that it may only make modifications to the Copyright Materials upon receiving the prior written consent of Franchisor and that any such modifications shall be and remain the property of Franchisor. Franchisee agrees to use proper copyright and other proprietary notices in connection with all Copyright Materials or translations, modifications or adaptations of the Copyright Materials and conform to Franchisor's standards for protecting its rights. Franchisee agrees to promptly cause the execution of any assignments, waivers of rights, or other documents, and take any further actions needed or advisable to ensure that Franchisor has such copyright and other rights described in this Section 11.6.

ARTICLE 12 **INSURANCE**

Section 12.1 Liability Insurance. During the Term, Franchisee shall maintain, at its cost, insurance with following coverages and limits:

- (a) commercial general liability insurance with the following coverages and limits:

Coverage	Limit
General Aggregate	\$2,000,000
Products/Completed Ops Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$300,000
Medical Expense	\$5,000
Hired & Non-Owned Auto Liability	\$1,000,000

- (b) commercial property insurance with the following coverages and limits:

Sub of Insurance	Limits	Cause of Loss	Deductible
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Business Personal Property	\$10,000-\$25,000	Special Form	\$1,000
Business Income & Extra Expense	ALS 12 months		24 hours

(c) umbrella insurance with the following coverages and limits:

Limit	Retention Amount	Retention Basis
\$1,000,000	\$0	Per Occurrence

Section 12.2 Worker's Compensation Insurance. During the Term, Franchisee shall subscribe to the workers' compensation law in the state in which the Franchised Produce Kiosk is located and shall maintain, at its sole cost, workers' compensation and employers' liability insurance covering all of Franchisee's employees with the following coverages and limits:

Coverage Description	Applies	Limits
Bodily Injury by Accident	Per Accident	\$1,000,000
Bodily Injury by Disease	Policy Limit	\$1,000,000
Bodily Injury by Disease	Per Employee	\$1,000,000

Franchisee is required to carry this insurance regardless of waiver or exemption of coverage under applicable state statute.

Section 12.3 Additional Insurance Policies. During the Term, Franchisee agrees to maintain, at its cost, such additional insurance policies as a reasonably prudent franchisee would maintain or as reasonably required by Franchisor. Franchisees may, upon written request to Franchisor, request additional insurance coverage beyond what is required by this Franchise Agreement. Franchisor on a good faith basis shall review the request and upon determining the validity of such request, assist Franchisee with securing such additional coverage. Any costs, including premiums and deductibles, related to such additional coverage shall be fully borne by the Franchisee.

Section 12.4 Policy Requirements. All insurance policies required under this Article 12 will contain provisions to the effect that the insurance will not be canceled or modified without at least thirty (30) days' prior written notice to Franchisor and that no modification will be effective unless approved in writing by Franchisor. All such policies will be issued by a company or companies, rated "A" or better by AM Best, responsible and authorized to do business in the state in which Franchised Produce Kiosk is located, as Franchisee may determine, and as approved by Franchisor, which approval will not be unreasonably withheld.

(a) All insurance policies required hereunder, with the exception of workers' compensation insurance and employers' liability insurance, shall name Franchisor and the other Franchisor Parties as additional insureds and shall expressly provide that any interest of same therein shall not be affected by any breach by Franchisee of any policy provisions. In addition, all insurance policies required hereunder shall waive subrogation in favor of Franchisor and the other Franchisor Parties.

(b) Franchisee may elect to have reasonable deductibles in connection with the insurance coverage required under Sections 12.1 and 12.2 subject to a reasonable evaluation of Franchisee's financial strength as compared to such deductibles and otherwise subject to Franchisor's prior written consent. Franchisee may not agree to sublimits in the insurance policies required by this Article 12 without the prior, written consent of Franchisor.

(c) Franchisee's obligation to maintain the insurance policies under this Article 12 shall not (i) release Franchisee from its obligations under the indemnity provisions set forth in this Agreement; or (ii) be limited by reason of any insurance which may be maintained by Franchisor.

(d) Franchisor reserves the right to reasonably revise and/or reasonably increase the insurance coverages required under this Article 12 and Franchisee shall promptly comply with any such revisions and/or increases.

(e) Not less than once per year, Franchisee shall deliver to Franchisor certificates of insurance evidencing the insurance coverages required under this Article 12. Franchisee shall also deliver such certificates and/or copies of such insurance policies within ten (10) days after Franchisor's request.

Section 12.5 Franchisor's Right to Procure and Cancel Insurance. In the event Franchisee fails to comply with this Article 12, then (in addition to any other remedies available to Franchisor under this Franchise Agreement), Franchisor shall have the right (but not the obligation) to procure such insurance on Franchisee's behalf and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice. Additionally, in the event Franchisee has obtained insurance coverage through any policy or program of Franchisor, Franchisee consents to Franchisor's cancellation of such coverage in Franchisor's reasonable discretion (which shall include in the event of any default by Franchisee under this Franchise Agreement or other termination of this Franchise Agreement).

ARTICLE 13 **TRANSFER AND ASSIGNMENT**

Section 13.1 Transfer by Franchisor. Franchisor shall have the right to transfer or assign this Franchise Agreement and all or any part of its rights or obligations herein (including, without limitation, the Marks and/or the System) to any person or legal entity and, in such event, (i) the transferee or assignee shall be solely responsible for all of Franchisor's obligations hereunder arising after the date of such transfer or assignment and (ii) Franchisor shall be released of its obligations hereunder to the extent such obligations arise after the date of such transfer or assignment. Franchisee expressly and specifically waives any Damages against Franchisor in connection therewith.

(a) Without limiting the foregoing, Franchisee agrees that Franchisor may (i) sell its assets, the Marks or the System to a third Party; (ii) offer its securities privately or publicly; (iii) merge, acquire other corporations or be acquired by another corporation or other person; and/or (iv) undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring, and Franchisee expressly and specifically waives any Damages against Franchisor in connection therewith.

(b) Nothing contained in this Franchise Agreement shall require Franchisor to offer any Produce Products or services, whether or not bearing the Marks, to Franchisee if Franchisor transfers or assigns its rights in or obligations under this Franchise Agreement.

Section 13.2 Transfer by Franchisee. Franchisee agrees the rights and duties set forth in this Franchise Agreement are personal to Franchisee and that Franchisor entered into this Franchise Agreement

in reliance on the business skill, financial capacity and personal character of Franchisee and Owners.

(a) Franchisee and/or Owners shall not (i) sell, assign, transfer, convey, give away, gift, pledge, mortgage or otherwise encumber any direct or indirect interest in this Franchise Agreement and/or the Marks and (ii) shall not grant a security interest or collateral interest in this Franchise Agreement and/or Marks. Franchisee and/or Owners shall not sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in Franchisee and/or the Franchised Produce Kiosk without the prior written consent of Franchisor which Franchisor may withhold in its sole discretion or condition upon any or all of the requirements set forth in Section 13.3 (or others, as determined by Franchisor in its sole discretion). Any change or series of changes in ownership of Franchisee that result(s) in the change in ownership of 50% or more of the equity interests of Franchisee shall be deemed an assignment.

(b) Any purported assignment, transfer, conveyance, give away, gift, pledge, mortgage or other encumbrance (by operation of law or otherwise) by Franchisee and/or Owners which does not comply with this Article 13 (including, without limitation, the prior written consent of Franchisor) shall be null and void and shall constitute an event of default under Section 14.2(b) of this Franchise Agreement.

Section 13.3 Conditions for Approval. Franchisor may, in its sole discretion, require any or all of the following as conditions precedent to its approval to a transfer of any interest in Franchisee (and Franchisee agrees that all such conditions are reasonable and necessary).

(a) All of Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor and all other Franchisor Parties shall have been satisfied.

(b) Franchisee shall not be in default of any provision of this Franchise Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisor or any other Franchisor Party and Franchisee.

(c) Franchisee, Owners and the proposed transferor shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and the other Franchisor Parties, in their business and individual capacities, including, without limitation, claims arising under this Franchise Agreement and federal, state and local laws, rules and ordinances.

(d) The proposed transferee shall enter into a written agreement, in a form satisfactory to Franchisor, assuming full, unconditional liability for and agreeing to perform from the date of the transfer, all obligations, covenants and agreements contained in this Franchise Agreement; and, if transferee is an entity, transferee's owners, shall execute such agreement as transferee's owners and shall, jointly and severally, guarantee the performance of all such obligations, covenants and agreements in writing in form and substance satisfactory to Franchisor.

(e) The proposed transferee shall demonstrate to Franchisor's satisfaction that such transferee meets the criteria considered by Franchisor when reviewing a prospective franchisee's application for a franchise, including but not limited to Franchisor's educational, managerial and business standards; transferee's good moral character, business reputation and credit rating; transferee's aptitude and ability to operate the Franchised Produce Kiosk in accordance with this Franchise Agreement (as may be evidenced by prior related business experience or otherwise); transferee's ability, financial resources, infrastructure and capital for operation of a multi-unit kiosk business; and the geographic proximity of other Produce Kiosks owned or operated by transferee (if any) in relation to the Franchised Produce Kiosk.

(f) The proposed transferee shall execute, for a term ending on the expiration date of this

Franchise Agreement and with such renewal term as may be provided by this Franchise Agreement, the standard form franchise agreement then being offered to new franchisees in the System and other ancillary agreements as Franchisor may require; and if transferee is an entity, the ultimate, natural person owners of such transferee entity, shall execute such agreements as transferee's principals and shall guarantee the performance of all such obligations, contracts and agreements in writing in a form satisfactory to Franchisor. Such agreements shall supersede this Franchise Agreement and its ancillary documents in all respects and the terms of such agreements may differ from the terms of this Franchise Agreement, including, without limitation, a lower percentage Franchisee Earnings and a higher advertising contribution; provided, however, that the transferee shall not be required to pay any Initial Franchise Fee.

(g) Franchisee, Owners, and the proposed transferor shall remain liable for all of the obligations and liabilities related to this Franchise Agreement and/or the Franchised Produce Kiosk prior to the effective date of the transfer of the Franchised Produce Kiosk and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability.

(h) The proposed transferee, the transferee's manager(s) and the transferee's operating partner shall complete, at transferee's cost, any training programs then in effect for franchisees upon such terms and conditions as Franchisor may reasonably require.

(i) Franchisee and proposed transferee shall pay a transfer fee not to exceed \$20,000, plus such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with any transfer of this Franchise Agreement and preparing or reviewing transfer documentation, including, without limitation, the costs of background checks, legal and accounting fees, plus any other fees that may be payable under this Franchise Agreement. The total transfer fees shall be paid in two, non-refundable installments: (a) one-half (1/2) shall be paid together with the delivery to Franchisor of the application from the proposed transferee; and (b) the balance of the transfer fees, the amount of such total transfer fees to be determined by Franchisor in its sole discretion pursuant to this Section 13.3(i), which shall be paid on or before the date of the transfer.

(j) If the proposed transferee is an entity, then transferee shall make and will be bound by any or all of the representations, warranties and covenants set forth in Article 6 and the transferee shall provide to Franchisor evidence satisfactory to Franchisor that the terms of Article 6 have been satisfied and are true and correct on the date of transfer.

(k) Franchisee, Owners and the proposed transferor and transferee shall comply with any other conditions that Franchisor reasonably requires from time-to-time as part of Franchisor's transfer policies including, without limitation, evidence of Host Location consent, landlord consent, subordination of purchase price to monetary obligations under this Franchise Agreement, execution of confidentiality and non-compete agreements, etc.

Section 13.4 Early Transfer. Franchisee shall not sell, assign, transfer, or otherwise convey any rights or obligations under this Agreement without prior written consent of Franchisor. If Franchisor, in its sole discretion, approves an early transfer prior to the expiration of the initial term, Franchisee, Owners and the proposed transferee shall pay a transfer fee, not to exceed \$5,000. In addition to the payment of the forgoing transfer fee, Franchisee shall also be responsible for reimbursement of Franchisor's reasonable costs and expenses associated with the transfer. Such reasonable costs and expenses may include, but are not limited to, the costs of background checks, legal and accounting fees, and preparation or review of transfer documentation. The total transfer fees shall be paid in two non-refundable installments: (a) one-half (1/2) shall be paid together with the delivery to Franchisor of the application from the proposed transferee and (b) the balance of the transfer fee together with the reimbursement of Franchisor's cost to effect the transfer shall be paid on or before the date of the transfer. All other conditions of transfer,

including the requirement that the proposed transferee meets Franchisor's then-current qualifications and executes a Franchise Agreement, shall apply.

Section 13.5 No Security Interest. Franchisee shall not grant a security or collateral interest in this Franchise Agreement, the System and/or the Marks. Franchisee shall not grant a security or collateral interest in the Franchised Produce Kiosk without Franchisor's prior written consent, which shall not be unreasonably withheld. In connection therewith, the appropriately approved secured party will be required by Franchisor to agree that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and option (but not the obligation) to be substituted as obligor to the secured Party and to cure any default of Franchisee.

Section 13.6 Transfer for Convenience of Ownership. Any proposed assignment and/or transfer of this Franchise Agreement by Franchisee to an affiliated or subsidiary corporation or other entity formed by Franchisee solely for the convenience of ownership shall be subject to Franchisor's prior written consent which Franchisor may condition upon any or all of the requirements set forth in Section 13.3 (as determined by Franchisor in its sole discretion). With respect to any proposed assignment or transfer under this Section 13.5, Franchisee shall be the owner of all of the voting stock or interest of such corporation or entity and if Franchisee is more than one individual, each individual shall have the same proportionate ownership interest in the transferee corporation or entity as such individual had in Franchisee prior to the transfer.

Section 13.7 Right of First Refusal. The Right of First Refusal attached hereto as Attachment E is hereby incorporated into this Franchise Agreement.

Section 13.8 Transfer Upon Death or Permanent Disability.

(a) Upon the death of any person with an interest in this Franchise Agreement and/or Franchisee (the "Deceased"), the executor, administrator or other personal representative of the Deceased shall propose a transfer of such interest to a third party within sixty (60) days after the death of the Deceased for approval by Franchisor. If the transferee is not approved by Franchisor, then the executor, administrator or other personal representative of the Deceased shall propose a transfer such interest to a third-party approved by Franchisor within thirty (30) days after such disapproval. If Franchisor again disapproves or such transfer was made without the consent of Franchisor, Franchisor shall have the right to terminate this Agreement immediately.

(b) Upon the permanent disability of any person with an interest in this Franchise Agreement or Franchisee, Franchisor may, in its sole discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Article 13 within six (6) months after notice to Franchisee. "Permanent disability" shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Franchise Agreement or in the Guaranty attached to this Franchise Agreement for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days from the date of determination of disability is unlikely. Permanent disability shall be determined by a licensed practicing physician selected by Franchisor upon examination of the person; or if the person refuses to submit to an examination, then such person shall be automatically deemed permanently disabled as of the date of such refusal for the purpose of this Article 13. The costs of any examination required by this Section 13.7(b) shall be paid by Franchisor.

Section 13.9 Non-Waiver of Claims. Franchisor's consent to a transfer of any interest under this Article 13 shall not constitute a waiver of any claims it may have against the transferor nor shall it be deemed a waiver of Franchisor's right to demand full and exact compliance with any of the terms of this Franchise Agreement by the proposed transferee.

Section 13.10 Offerings by Franchisee. Ownership interests in or other securities of Franchisee may be offered by private offering or otherwise, only with the prior written consent of Franchisor (whether or not Franchisor's consent is required under this Article 13), which consent shall not be unreasonably withheld. All documents or other offering materials used in such offering shall be submitted to Franchisor for a limited review as discussed below prior to their being used in the proposed offering. No Franchisee offering shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance or offering of Franchisee or Franchisor securities; and Franchisor's review of any offering shall be limited solely to the subject of the relationship between Franchisee and Franchisor. No review of or comment upon (of any suggested revisions of) any offering materials by Franchisor or any other Franchisor Party or their legal counsel or other advisers or agents shall be taken to imply that Franchisor or any other Franchisor Party shall have any responsibility or liability for such offering materials or any statements therein. Franchisor may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in this Section 13.9. Franchisee and the other participants in the offering shall fully indemnify Franchisor and the other Franchisor Parties in connection with any such offering. For each proposed offering, Franchisee shall pay to Franchisor a non-refundable fee of \$5,000. Franchisee shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section 13.9.

ARTICLE 14

DEFAULT AND TERMINATION

Section 14.1 Obligations Material. Franchisee acknowledges and agrees that each of Franchisee's obligations described in this Franchise Agreement is a material and essential obligation of Franchisee; that nonperformance of such obligations will adversely and substantially affect Franchisor and the System; and agrees that the exercise by Franchisor of the rights and remedies set forth herein are appropriate and reasonable.

Section 14.2 Default and Automatic Termination. Each of the following shall be deemed an event of default by Franchisee and, upon such default, this Franchise Agreement shall automatically terminate without notice to Franchisee or cure period.

(a) Franchisee shall become insolvent or makes a general assignment for the benefit of creditors.

(b) Any purported assignment, transfer, conveyance, give away, gift, pledge, mortgage or other encumbrance (by operation of law or otherwise) by Franchisee and/or Owners which does not comply with Article 13.

(c) Franchisee files a voluntary petition (or an involuntary petition involving Franchisee is filed) under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due or Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state thereof or if Franchisee's auditors shall issue a going concern warning in respect of Franchisee in connection with any audit of Franchisee's financial statements.

(d) If a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee. If a receiver or

other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction. If proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee. If a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed). If Franchisee is dissolved or if execution is levied against Franchisee's business or property. If suit or other proceeding to foreclose any lien or mortgage against the Franchised Produce Kiosk (or equipment therein) is instituted against Franchisee and not dismissed within thirty (30) days or if the real or personal property of Franchisee's Produce Kiosk shall be sold after levy thereupon by any sheriff or other person with competent jurisdiction.

(e) Franchisee or any of Owners (i) violates any "Anti-Terrorism Laws", as defined below, (ii) is listed under any such Anti-Terrorism Laws, (iii) has any dealings with any person listed under any such Anti-Terrorism Laws, and/or (iv) assets are blocked under any such Anti-Terrorism Laws. The term "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

(f) If Franchisee ceases to have the approval or authorization to operate at premises where the Franchisee Business is located, Franchisor may terminate this Agreement immediately upon written notice to Franchisee. Such termination shall be deemed an incurable default.

Section 14.3 Other Defaults by Franchisee. Each of the following shall be deemed an event of default by Franchisee under this Franchise Agreement.

(a) Franchisee ceases to operate or otherwise abandons the Franchised Produce Kiosk at any time after executing this Franchise Agreement, including, but not limited to, Franchisee's failure or refusal to commence operations of the Franchised Produce Kiosk, unless the Franchised Produce Kiosk has been closed (i) for a purpose that has been expressly approved in writing by Franchisor; (ii) due to governmental order; (iii) due to fire, flood, other casualty, or other catastrophic forces beyond Franchisee's control (provided that in the case of subsection (iii), (A) such event was not caused by Franchisee's intentional and/or negligent acts, (B) that Franchisee applies within thirty (30) days after such event, for Franchisor's approval (which approval shall not be unreasonably withheld) to reconstruct the Franchised Produce Kiosk, which reconstruction is also conditioned upon the Host's approval which Franchisor shall use commercially reasonable efforts to obtain, and (C) Franchisee thereafter diligently pursues such reconstruction) or (iv) due to the Host Location preventing access to the Location of the Franchised Produce Kiosk; provided that none of the events described in subsections (ii)-(iv) are a result of Franchisee's breach of the Occupancy Agreement for the Location or Franchisee losing the right to transact business in the jurisdiction where the Franchised Produce Kiosk is located.

(b) Franchisee or any of Owners or any of their respective employees or agents is indicted or convicted (regardless of any pending appeal) of a crime for which imprisonment is a potential penalty, or any other crime or offense that Franchisor believes, in its sole discretion, is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interest therein.

(c) Submission by Franchisee or any of Owners of a franchise application and/or management commitment form (or other documentation required under this Franchise Agreement) which contains any materially false or misleading statements or omits any material fact.

(d) Franchisee or any of Owners or any of their respective employees or agents engages in conduct that is deleterious or reflects unfavorably on Franchisor, the System, the Host Location or any party to the Occupancy Agreement, the Marks and/or the goodwill associated therewith including, without limitation, conduct which exhibits a disregard for the physical and mental well-being of employees, customers, Franchisor's representatives, the Host Location or any party to the Occupancy Agreement or the public at large (e.g., but not as a limitation, battery, assault, sexual harassment, discrimination, and other forms of threatening, outrageous, or socially unacceptable behavior).

(e) Franchisee fails to comply with this Franchise Agreement, the System, and/or any health, safety, or sanitation law, rule, or regulation relating to cleanliness and sanitation of the Franchised Produce Kiosk. Franchisee's construction, maintenance, and/or operation of the Franchised Produce Kiosk represents a threat or danger to public health or safety.

(f) Franchisee misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein.

(g) Franchisee and/or any of Owners enters into a subfranchise agreement, management agreement, consulting arrangement, subcontracting arrangement, outsourcing arrangement, or any other similar arrangement relating to this Franchise Agreement and/or the Franchised Produce Kiosk.

(h) Franchisee fails to pay the Initial Franchise Fee, the Management Fee, the NAP Fee, if any, and/or any other amounts due hereunder.

(i) Franchisee or any of Owners fails to comply with any provision of this Franchise Agreement.

(j) Franchisee repeatedly fails to comply with the provisions of this Franchise Agreement.

(k) Franchisee has not opened the Franchised Produce Kiosk for business to the general public within thirty (30) days from the Effective Date of this Franchise Agreement.

Section 14.4 Remedies for Default by Franchisee. In the event of a default, Franchisor may also, at its option, elect any one or more of the following remedies.

(a) With respect to a default under Section 14.3(a), Franchisor may terminate this Franchise Agreement immediately upon written notice of such default and may elect to operate the Produce Kiosk. In such event, Franchisee shall reimburse Franchisor for all costs and expenses incurred by Franchisor in assuming the operation of such Produce Kiosk and shall also pay to Franchisor an early termination fee of \$10,000.

(b) With respect to a default under Section 14.3(b),(c), (d),(e), (f), (g), (j), and (k), such default shall be deemed an incurable material default. Franchisor may terminate this Franchise Agreement immediately upon written notice, which notice shall specify the nature of the default(s).

(c) With respect to other defaults under Section 14.3, Franchisor may terminate this Franchise Agreement upon five (5) days' prior written notice to Franchisee, which notice shall specify the nature of the default(s).

(d) Apply a progressive warning and fine structure in accordance with Franchisor's then-current Franchise Manual.

(e) In addition to all other rights and remedies available under this Section 14.4, Franchisor may elect any other right or remedy available to Franchisor under this Franchise Agreement, at law or in equity.

Section 14.5 No Cure Period. Franchisee agrees there is no cure period for any of the events of default described in Section 14.2. Franchisee agrees there is no cure period for any of the events of default described in Section 14.3 except as expressly set forth in Section 14.4. If any applicable law or rule requires a notice period and/or a cure period, then the notice period and/or cure period required under such law or rule shall be substituted for the requirements herein.

Section 14.6 No Waiver. Forbearance by Franchisor to enforce its rights and remedies in this Article 14 in the event of a default by Franchisee shall not constitute a waiver of such default and shall not constitute a waiver by Franchisor of its rights and remedies in this Article 14 in the event of any subsequent default by Franchisee.

Section 14.7 Remedies Not Exclusive. No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy provided or permitted by law or in equity.

Section 14.8 Default by Franchisor. If Franchisor defaults in the performance of any term of this Franchise Agreement, then Franchisee shall deliver written notice of such default to Franchisor within thirty (30) days after such default and such notice shall clearly and definitively specify each act or omission constituting such default. Franchisor shall have ninety (90) days from receipt of such notice to cure such default. If Franchisee believes Franchisor has not cured such default within the initial 90-day cure period, then Franchisee shall notify Franchisor of such uncured default and Franchisor shall have an additional 90-day period from such notice to cure the default. If Franchisee fails to notify Franchisor within either such ninety (90) day period that such default has not been cured, then such default shall be deemed as cured.

Section 14.9 Termination Without Cause. Franchisor may terminate this Agreement, upon thirty (30) days' notice to Franchisee, for any reason or no reason. If Franchisor exercises this right and thereby terminates this Agreement during the initial one-year Term of this Agreement, then Franchisor will pay to Franchisee an amount equal to the Initial Franchise Fee prorated in accordance with the number of days remaining in such initial one-year Term. Notwithstanding anything herein to the contrary, Franchisor may immediately terminate this Franchise Agreement at any time before the Produce Kiosk initially opens for business upon written notice to Franchisee.

ARTICLE 15

TERMINATION OR EXPIRATION OF FRANCHISE AGREEMENT

Section 15.1 Termination or Expiration. Upon termination or expiration of this Franchise Agreement, Franchisee agrees that all rights and licenses granted to Franchisee under this Franchise Agreement (including, without limitation, rights to use the System, the Franchise Manual, and the Marks) shall immediately terminate and any right, title, and interest claimed by Franchisee to any such matters shall immediately revert to Franchisor without further notice or documentation. Franchisee shall also comply with the following obligations:

(a) Franchisee shall immediately cease to operate the Franchised Produce Kiosk and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

(b) Franchisee shall immediately and permanently cease to use, in any manner whatsoever, the

System, the Marks, the Franchise Manual and the Confidential Information. In connection with the promotion, advertising, marketing, and/or operation of any other business conducted by Franchisee, Franchisee shall not, under any circumstances, use any reproduction, counterfeit, copy or colorable imitation of the Marks which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's rights in and to the Marks. Franchisee shall not use any designation of origin, description, or representation which falsely suggests or represents an association and/or connection (or former association or connection) with Franchisor.

(c) Franchisee shall immediately cease to occupy the Host Location and return to Franchisor, or if so instructed by Franchisor, the Host, any keys or other access elements in the possession of Franchisee or Owners or their respective employees or agents and comply with any "De-Identification Schedule" as may be provided by Franchisor to Franchisee or Owners.

(d) Franchisee shall immediately deliver to Franchisor the Franchise Manual, Confidential Information, all written materials bearing the Marks or identifying the Franchised Produce Kiosk, all computer hardware and software which may have been provided or licensed by Franchisor, such items as may be listed in the De-Identification Schedule, and all other records, files, instructions, correspondence, brochures, agreements, invoices, and other materials relating to the operation of the Franchised Produce Kiosk. Franchisee shall retain no copy or record of any of the foregoing, except Franchisee's copy of this Franchise Agreement and copies of any correspondence between the Parties.

(e) Franchisee shall take such action as may be necessary to cease the use of any name that includes any words identified to Franchisor or the Marks, including cancelation of any assumed name or equivalent registration which contains such words or the Marks and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Franchise Agreement.

(f) Franchisor will pay the remaining Franchisee Earnings owing from Franchisor to Franchisee within ten (10) days after receipt of the final Host Payment for the period ending on such expiration or termination date, while first withholding all amounts owing to it by Franchisee. In the event the entire remaining Franchisee Earnings are withheld as a result and Franchisee still owe amounts to Franchisor, then within then within ten (10) days after notice to Franchisee of receipt of the final Host Payment and such withholding therefrom, Franchisee shall pay all sums owing to Franchisor under this Franchise Agreement including, without limitation, all Damages (including costs under subparagraph (g) below and reasonable attorneys' fees) incurred by Franchisor as a result of such termination or expiration). In the event Franchisee fails to comply with this subparagraph (f), then (in addition to any rights and remedies available to Franchisor), such failure shall give rise to and remain a lien in favor of Franchisor (until paid in full) against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee at the Franchised Produce Kiosk (in addition to any other rights and remedies available to Franchisor under this Franchise Agreement or applicable law).

(g) Within thirty (30) days before and after the expiration or termination of this Franchise Agreement, Franchisor may purchase (i) any or all of the furnishings, fixtures, equipment and signs, related to the Franchised Produce Kiosk for 50% of their original purchase prices and (ii) all usable food inventory purchased from Franchisor that Franchisee has on hand at the Host Location and in transit thereto that has already been paid for by Franchisee for 90% of its original purchase price. All purchase orders for food or other supplies provided by Franchisor not yet in transit shall immediately be deemed to be terminated by the Parties and Franchisor shall reimburse to Franchisee any cost paid for such food or other supplies.

(h) In the event Franchisee fails or refuses to comply with the requirements of this Section 15.1, then Franchisor shall have the right to enter the Location, without being guilty of trespass or any other

tort, for the purpose of making or causing to be made such changes as may be required under this Section 15.1, at the expense of Franchisee, which expense Franchisee agrees to pay to Franchisor upon demand.

Section 15.2 Survival. The terms of this Article 15 shall survive the termination or expiration of this Franchise Agreement. Franchisee shall pay to Franchisor all Damages, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of this Franchise Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Article 15.

ARTICLE 16

NO-COMPETE CLAUSE AND RELATED COVENANTS

Section 16.1 Best Efforts. During the Term, Franchisee, Managing Owner and Operating Partner (as applicable) agree to devote full time and best efforts to the management and operation of the Franchised Produce Kiosk.

Section 16.2 Receipt of Confidential Information. Franchisee and Owners agree (i) they will either receive or have access to valuable specialized training and Confidential Information which is beyond their present skills and experience, and (ii) that such training and Confidential Information provide a competitive advantage and will be valuable to them in the operation of the Franchised Produce Kiosk, (iii) access to such training and Confidential Information is a primary reason for entering into this Franchise Agreement, (iv) such training and Confidential Information are provided by Franchisor for the benefit of the System and each Produce Kiosk under the System and (v) that the System and each such kiosk individually and mutually benefit from Franchisee's compliance with the covenants described below.

Section 16.3 No-Compete Clause. In consideration for such training and Confidential Information (and the other benefits provided to Franchisee by this Franchise Agreement), Franchisee and Owners agree and shall cause the employees and managers of the Produce Kiosk who have access to Confidential Information to agree as follows:

(a) During the Term, Franchisee, Owners and the employees and managers of the Produce Kiosk shall not directly, indirectly, or in any manner whatsoever:

(i) divert or attempt to divert any business or customer of Produce Kiosks to any Competitive Produce Kiosk (defined below) or otherwise take any action injurious or prejudicial to the goodwill associated with the Marks and the System.

(ii) own, maintain, develop, operate, or have any interest in any Competitive Produce Kiosk.

The term "Competitive Produce Kiosk" shall be deemed to mean any kiosk or similar establishment featuring Produce Products as primary menu items, but shall not include other Produce Kiosks franchised from Franchisor.

(b) Commencing on (i) the expiration or termination of this Franchise Agreement or (ii) on the date of an approved transfer of all of Franchisee's interest in this Franchise Agreement and continuing for a period of two (2) years after such date, Franchisee and its employees and Owners shall not directly, indirectly, or in any manner whatsoever:

(A) divert or attempt to divert any business or customer of any Produce Kiosk to any competitor or otherwise take any action injurious or prejudicial to the goodwill associated with the Marks and the System.

(B) own, maintain, develop, operate, or have any interest in any Competitive Produce Kiosk located in the United States of America.

(c) Commencing on the earlier to occur of (i) the expiration or termination of this Franchise Agreement or (ii) the date which an individual or entity ceases to satisfy the definition of “Franchisee’s Owner” and continuing for a period of one year after such date, such Franchisee’s Owner shall not directly, indirectly, or in any manner whatsoever:

(A) divert or attempt to divert any business or customer of any Produce Kiosk to any Competitive Produce Kiosk or otherwise take any action injurious or prejudicial to the goodwill associated with the Marks and the System.

(B) own, maintain, develop, operate, or have any interest in any Competitive Produce Kiosk located in the United States of America.

(d) In addition to any other rights and remedies available to Franchisor under this Franchise Agreement and in the event of a violation of Sections 16.3(a), 16.3(b), and/or 16.3(c), which Franchisee and Owners recognize and acknowledge would cause irreparable damage to Franchisor, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate, Franchisor may demand, in its sole discretion, specific performance and injunctive relief without the necessity of proving actual damages or posting any bond or other security.

Section 16.4 Managers and Employees. At Franchisor’s request, Franchisee shall require and obtain execution of covenants substantially identical to those set forth in this Article 16 (including covenants applicable upon the termination of a person’s relationship with Franchisee) from any and all managers of Franchisee and any other employees of Franchisee who have received or will receive training or Confidential Information, and any holder (except for limited partners) of a beneficial interest of greater than one percent (1%) of the securities of Franchisee and any entity directly or indirectly controlling Franchisee, if Franchisee is an entity (or is a general partner, manager or managing member of an entity directly or indirectly controlling a general partner of Franchisee, if Franchisee is a partnership or limited liability company respectively). The covenants required by this Section 16.4 shall be substantially in the form contained in Attachment B.

Section 16.5 Survival. The terms of this Article 16 shall survive the termination, expiration, or any transfer of this Franchise Agreement. The Parties agree this Article 16 shall be construed as independent of any other provision of this Franchise Agreement. If all or any portion of this Article 16 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a Party, Franchisee and Owners expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Article 16.

Section 16.6 Reduction in Scope. Franchisee and Owners agree that Franchisor shall have the right, in its sole discretion, to reduce the scope of any provision, or portion thereof, in this Article 16 without their consent, effective immediately upon notice to Franchisee; and Franchisee and Owners agree that they shall comply forthwith with any provision as so modified, which shall be fully enforceable notwithstanding the provisions of Section 20.1.

Section 16.7 No Defense. Franchisee and Owners expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Franchise Agreement, shall not constitute a defense to the enforcement by Franchisor of the provisions of this Article 16. In addition to any other rights and remedies, Franchisee and Owners agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article 16.

Section 16.8 Consent to Injunctive Relief. Franchisee and Owners acknowledge that a violation of the terms of this Article 16 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee and Owners accordingly consent to the issuance of an injunction prohibiting any conduct by Franchisee or Owners in violation of the terms of this Article 16 without the necessity of proving actual damages or requirement of posting bond or other security.

ARTICLE 17

RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

Section 17.1 No Fiduciary or Special Relationship. The Parties agree (i) this Franchise Agreement does not create a fiduciary or other special relationship between them, and (ii) nothing in this Franchise Agreement is intended to designate either Party as an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

(a) During the Term, Franchisee shall hold itself out to the public as an independent operation operating the Franchised Produce Kiosk under this Franchise Agreement. Franchisee agrees to take such action as may be necessary to do so, including, without limitation, if required by Franchisor, exhibiting a notice of that fact in a conspicuous place in the Franchised Produce Kiosk, the content of which Franchisor reserves the right to specify.

(b) The Parties agree that nothing in this Franchise Agreement authorizes Franchisee or any of Owners to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee or Owners or for any claim or judgment arising therefrom against Franchisee, any of Owners or Franchisor.

(c) Franchisee shall be the sole and exclusive employer of its employees with the sole right to hire, discipline, and discharge such employees and the sole right to establish wages, hours, benefits, employment policies and other terms and conditions of employment for such employees all as determined by Franchisee in its sole discretion without consultation or approval by Franchisor. Additionally, Franchisee must communicate to all employees that Franchisee, not Franchisor, is their employer; and Franchisee must ensure that no payroll checks or other employment-related documents (such as job applications and W-2s) contain or reference the Marks or Franchisor's name. Franchisee shall be solely responsible for the payment of all social security taxes and/or other applicable payroll-related, government-mandated contributions and/or taxes and Franchisee shall indemnify and hold Franchisor and the other Franchisor Parties harmless from any liability for any such contributions and/or taxes.

Section 17.2 Indemnity. Franchisee and the Owners, jointly and severally, are responsible for all Damages (defined below), including any such Damages incurred by Franchisor, related to Franchisee's obligations under this Franchise Agreement and the development and operation of the Franchised Produce Kiosk. Franchisee shall, at all times, indemnify and hold Franchisor and the other Franchisor Parties harmless to the fullest extent permitted by law (without regard to the cause thereof or the negligence of Franchisor or the other Franchisor Parties) from all Damages, including, but not limited to (i) all costs and fees, including reasonable attorney's fees, associated with the enforcement of this Section

17.2; and (ii) any and all fines, interest and penalties resulting from any violation, breach, or asserted violation or breach by Franchisee of any federal, state or local law, regulation, ruling, standard or directive or any industry standard, related to Franchisee's obligations under this Franchise Agreement and the development and operation of the Franchised Produce Kiosk including, without limitation, Damages related to the following matters:

(a) The infringement, alleged infringement, misuse or any other violation or alleged violation by Franchisee or any of Owners of any patent, mark or copyright or other proprietary right owned or controlled by third parties (except as such may occur with respect to any right to use the Marks or other proprietary information granted hereunder).

(b) The violation, breach or asserted violation or breach by Franchisee or any of its Owners of any federal, state or local law, regulation, ruling, standard or directive or any industry standard (including, without limitation, any claims related to the employment of Franchisee's employees).

(c) Libel, slander or any other form of defamation of Franchisor, the System or any developer or franchisee operating under the System, by Franchisee or by any of Owners.

(d) The violation or breach by Franchisee or by any of Owners of any provision of this Franchise Agreement or in any other agreement between Franchisee, its subsidiaries and affiliates and Franchisor or any other Franchisor Party.

(e) Acts, errors, or omissions of Franchisee, any of Franchisee's subsidiaries or affiliates and any of Owners and the officers, directors, managers, shareholders, members, partners, agents, representatives, independent contractors and employees of Franchisee or Owners and their respective subsidiaries and affiliates in connection with the establishment and operation of the Franchised Produce Kiosk.

Section 17.3 Notice to Franchisor. Franchisee and each of the Owners agree to give Franchisor prompt notice of any such action, suit, proceeding, claim, demand, inquiry, or investigation. At the expense and risk of Franchisee and each of the Owners, Franchisor may elect to assume (but under no circumstance is obligated to undertake) or associate legal counsel of its own choosing with respect to, the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation. Such an undertaking by Franchisor shall, in no manner or form, diminish the obligation of Franchisee and each of the Owners to indemnify Franchisor and the other Franchisor Parties and to hold them harmless for any Damages for which Franchisor is entitled to indemnification.

Section 17.4 Settlement or Other Remedial Actions.

(a) In order to protect persons or property, or its reputation or goodwill, or the reputation or goodwill of others, Franchisor may, at any time and without notice, as it, in its judgment deems appropriate, consent or agree to settlements or take such other remedial or corrective actions it deems expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in Franchisor's sole judgment, there are reasonable grounds to believe that (i) any of the acts or circumstances enumerated in Section 17.2 have occurred or (ii) any act, error, or omission as described in Section 17.2(e) may result directly or indirectly in damage, injury, or harm to any person or any property.

(b) All Damages incurred under this Article 17 shall be chargeable to and paid by Franchisee or any of Owners pursuant to its obligations of indemnity under this Article 17, regardless of any actions, activity, including settlement, remedial or corrective actions, or defense undertaken by Franchisor or the subsequent success or failure of such actions, activity or defense.

Section 17.5 Definition of Damages. As used in this Agreement, the term “Damages” shall include, without limitation, all liability, losses, damages (including, without limitation, compensatory, exemplary and punitive damages), claims, fines, charges, costs, expenses, debts, lost profits, reasonable attorney’s fees, court costs, settlement amounts, judgments, compensation for damages to Franchisor’s reputation and goodwill, costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

Section 17.6 No Liability. Franchisor Parties do not assume any liability whatsoever for acts, errors, or omissions of those with whom Franchisee, or any of the Owners, or Franchisee’s or Franchisee’s respective subsidiaries and affiliates or any of such parties’ respective officers, directors, managers, shareholders, members, partners, agents, representatives, independent contractors and employees of Franchisee, its subsidiaries or affiliates may contract, regardless of the purpose.

Section 17.7 No Requirement to Pursue Third Party. Under no circumstances shall the Franchisor Parties be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against Franchisee or any of Owners. Franchisee and each of the Owners agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable from Franchisee or any of Owners by Franchisor or any other Franchisor Parties.

Section 17.8 Survival. The terms of this Article 17 shall survive the termination, expiration, or any transfer of this Franchise Agreement.

ARTICLE 18 **APPROVALS AND WAIVERS**

Section 18.1 Requests for Approvals. Whenever this Franchise Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent shall be obtained in writing. Franchisor makes no warranties or guarantees upon which Franchisee or Owners may rely, and assumes no liability or obligation to Franchisee or such persons, by providing any waiver, approval, consent, or suggestion to Franchisee or Owners in connection with this Franchise Agreement, or by reason of any neglect, delay, or denial of any request therefor.

Section 18.2 No Waiver. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee or Owners under this Franchise Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against Franchisee or Owners, or as to any subsequent breach or default. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee or Owners of any terms, provisions, covenants, or conditions of this Franchise Agreement.

ARTICLE 19 **NOTICES**

Section 19.1 Notices and Other Communications. Any and all notices or other communications, reports, and payments permitted or required to be delivered by the provisions of this Franchise Agreement shall be delivered: (a) if sent by the Company, by any of the following methods: (i) personal delivery; (ii) overnight delivery service; (iii) certified or registered mail, return receipt requested; or (iv) email to the Franchisee’s most recently provided email address, with such notice by email deemed received at the time of transmission, provided that the Company retains electronic confirmation of delivery;

and (b) if sent by Franchisee, by any of the following methods: (i) personal delivery; (ii) overnight delivery service; (iii) certified or registered mail, return receipt requested; and (iv) by email to all email addresses specified below under “Notices to the Company,” provided that such sender confirms any delivery under this clause (iv) by sending a confirmation copy by one of the methods described herein in clauses (i), (ii), or (iii) above within one (1) business day after transmission thereof to the respective parties at the notice addresses listed below. For the avoidance of doubt, any notice from Franchisee shall not be deemed received unless both the email (to all required addresses) and the physical notice have been delivered in accordance with this Section 19.1. So long as any notice is prepared, addressed, and delivered in accordance with this Section 19.1, then any such notice shall be deemed to have been received (i) at the time of personal delivery, (ii) at the time of transmission in the case of email from the Company, (iii) on the next business day in the case of overnight delivery service, or (iv) within three (3) business days after mailing in the case of registered or certified mail. The parties may change their notice information below by delivery of written notice to the other party in accordance with this Section 19.1 with new notice information. The Company may elect, in its sole discretion, to deliver copies of any notices to Franchisee under this Franchise Agreement to Franchisee’s lender(s), landlord(s), and other similar third-parties, as the case may be.

Notices to Franchisor:

Supreme Service Solutions, Inc.
251 Renner Pkwy.
Richardson, TX, 75080
Attn: Franchise Compliance Department
Email: lisel.ramirez@gbfoodservices.com

with a copy to:

Steven R. Block
Blank Rome LLP
200 Crescent Court, Suite 1000
Dallas, TX 75201
Email: steve.block@blankrome.com

Notices to Franchisee and
Owners:

Attn: _____
EMAIL: _____

ARTICLE 20
MISCELLANEOUS PROVISIONS

Section 20.1 Entire Agreement; Amendments. This Franchise Agreement, the documents referred to herein, and the Attachments hereto constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof, and shall supersede all prior and contemporaneous agreements, discussions, correspondence, understandings and/or communications in any form or format between the Parties hereto with respect to the subject matter hereof. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Franchise Agreement shall be binding on either Party unless mutually agreed to by the Parties and executed by their authorized officers or agents in writing. In entering into this Franchise Agreement, no Party is relying on any promise, warranty, inducement or representation by the other Party other than those expressly set forth herein; provided, however, that nothing in this Franchise Agreement is intended to disclaim any representations made by Franchisor in the franchise disclosure document provided to Franchisee by Franchisor.

Section 20.2 Severability. Except as expressly provided to the contrary herein, each portion, section, part, term and/or provision of this Franchise Agreement shall be considered severable; and if, for

any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Franchise Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the Parties hereto; and said invalid portions, sections, parts, terms and/or provisions shall be deemed not to be a part of this Franchise Agreement.

Section 20.3 No Benefit. Except as expressly provided to the contrary herein, nothing in this Franchise Agreement is intended, nor shall be deemed, to confer upon any person or legal entity any rights or remedies under this Franchise Agreement (and otherwise except for Franchisee, Owners, Franchisor and Franchisor's officers, managers, and employees).

Section 20.4 Agreement to be Bound. Franchisee and Owners, as applicable, expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Franchise Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a Party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

Section 20.5 Force Majeure. Franchisor shall not be liable or responsible to Franchisee, or be deemed to have defaulted under or breached this Franchise Agreement, for any failure or delay in fulfilling or performing any term of this Franchise Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Franchisor's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God, pandemics and epidemics; (b) flood, fire, earthquake, national disasters, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances, including, but not limited to, global, regional, or local supply chain disruptions for any reason; and (h) telecommunication and electronic communication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; (i) hacking and security breaches, including denial of service; (j) global, regional, or local network outages of electronic servers and systems; and (k) other similar events beyond the control of Franchisor.

Section 20.6 Captions. All captions in this Franchise Agreement are intended solely for the convenience of all Parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

Section 20.7 Survival. Any obligation of Franchisee or Owners that contemplates performance of such obligation after termination, expiration, or any transfer of this Franchise Agreement shall be deemed to survive such termination, expiration or transfer.

Section 20.8 References. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable; and, without limiting the obligations individually undertaken by the Owners hereunder, all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all those executing this Franchise Agreement on behalf of Franchisee. Each reference in this Franchise Agreement to a corporation or partnership shall be deemed to also refer to a limited liability company and any other entity or organization similar thereto. Each reference to the constating or organizational documents, owners, directors, managers and officers of an entity in this Franchise

Agreement shall be deemed to refer to the functional equivalents of such organizational documents, owners, directors, managers, and officers, as applicable, in the case of any type of entity or organization similar thereto.

Section 20.9 Counterparts. This Franchise Agreement may be executed in one or more counterparts and each counterpart so executed shall be deemed an original.

Section 20.10 Business Days. The term “business days” means any days excluding Saturday, Sunday and the following national holidays: New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving and Christmas.

Section 20.11 Franchisee’s Responsibility for Owners. Franchisee shall be solely and completely responsible to ensure (and cause) each of the Owners to comply with the terms of this Franchise Agreement and each of the Owners must sign the Signature Page of Owners attached hereto. Franchisee agrees that any violation of the terms of this Franchise Agreement by Owners shall constitute an event of default under **Article 14**.

Section 20.12 Outsourcing by Franchisor. Franchisor may, in its sole discretion, elect to outsource and/or subcontract certain of Franchisor’s obligations set forth in this Franchise Agreement to subsidiaries, affiliates, contract employees, third-party vendors and/or other third-party suppliers; provided (i) any such outsourcing and/or subcontracting shall not discharge Franchisor from its obligations under this Franchise Agreement, and (ii) any such outsourced or subcontracted obligations shall be performed in accordance with the terms of this Franchise Agreement.

ARTICLE 21 **DISPUTE RESOLUTION**

Section 21.1 Legal Remedies. Franchisor and Franchisee will each have the right in a proper case to obtain specific performance, eviction from the premises of the Franchised Produce Kiosk, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. Franchisee agrees that Franchisor may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee’s sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for Damages by reason of the wrongful issuance of any injunction being expressly waived).

Section 21.2 Non-Binding Mediation; Arbitration.

(a) The Parties agree that in the event of any dispute among the Franchisor, Franchisee and/or any of their respective Affiliates arising out of, relating to or in connection with this Franchise Agreement or the transactions contemplated hereby (each a “Dispute”), the Parties must first negotiate in good faith to resolve and cure the Dispute for thirty (30) days. In the event the Parties are unable to resolve the Dispute in such 30-day period, such Dispute shall be submitted to confidential mediation at JAMS in Dallas County, Texas. The Parties shall cause the mediation to be conducted within fifteen (15) days after the matter is submitted to the mediator. Any settlement or disposition agreed to in the mediation shall be final and binding on and enforceable against the parties to the Dispute if such settlement is executed by all parties to the Dispute.

(b) The Parties agree in the event of any Dispute is submitted to but not resolved pursuant to Section 21.2(a) in confidential mediation, such Dispute shall be resolved by confidential arbitration in front of a single arbitrator to be conducted by JAMS (formerly Judicial Arbitration and Mediation Services, Inc.) in Dallas County, Texas, in accordance with its Comprehensive Arbitration Rules and Procedures (“CARP”), provided the JAMS Optional Expedited Arbitration Procedures set forth in Rule 16 of the CARP shall apply and control over any other conflicting CARP rules, and the Federal Arbitration Act (the “FAA”). The Parties agree to participate in confidential

arbitration within thirty (30) days after the date of the non-binding, confidential mediation at which the Parties failed to resolve the Dispute. Any award rendered by the arbitrator shall be final and binding on the parties to the Dispute submitted to arbitration, and judgment may be entered on it in any court of competent jurisdiction. The Parties agree to require the arbitrator to issue its written disposition of the matter(s) in dispute within thirty (30) days following the confidential arbitration. Notwithstanding any provision of this Franchise Agreement to the contrary, Franchisor may initiate proceedings in any court of competent jurisdiction to seek an injunction or injunctions to prevent breaches of this Franchise Agreement, to enforce specifically the terms and provisions of this Franchise Agreement, to compel arbitration as required by this Section 21.2, to enforce or collect upon any arbitration award entered hereunder, or to claim Damages under Articles 9 and 16. This Section 21.2 does not cover any claims that are by law non-arbitrable (and only to the extent the law is not preempted by the FAA), unless the Franchisee elects to arbitrate such claims. The Parties agree that any such non-arbitrable claims and any proceedings initiated by Franchisor pursuant to this Section 21.2 shall be brought only in a state or federal court located in the Dallas County, Texas. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

(c) The Parties hereby agree that all costs and fees incurred by the Parties with respect to any non-binding, confidential mediation and/or binding, confidential arbitration shall be shared equally between the Parties.

Section 21.3 Discovery. In relation to any and all claims or disputes either Party may submit for mediation or arbitration or, to the extent permitted by this Franchise Agreement, to a court of competent jurisdiction, the Parties hereby agree to limit discovery document requests, depositions, requests for electronically stored information (“ESI”), interrogatories, requests for admission and requests for production as set forth below in this Section 21.3:

- (a) The Parties waive all right to conduct oral, video, or in-person depositions or medical examinations.
- (b) The Parties shall submit all discovery requests in writing to the other Party, which written discovery requests shall be limited to:
 - (i) Twenty-five (25) interrogatories;
 - (ii) Twenty-five (25) requests for admission; and
 - (iii) Twenty-five (25) requests for production.
- (c) Each Party shall have sixty (60) days to respond to the requests identified in Section 21.3(b), and any failure to respond shall be deemed an admission in the favor of the non-responding Party.
- (d) All written discovery requests identified in Section 21.3(b) must be served contemporaneously, and the failure to serve all written discovery requests contemporaneously shall be deemed a waiver of any and all future written discovery requests.
- (e) Any documentation requested pursuant to Section 21.3(b) above shall be limited to only reasonable documentation pertaining to the Franchisee. Any requests for additional documentation in relation to ongoing arbitration between the Parties must first be preceded by such Party showing good cause for the request of such additional documentation.

The Parties by mutual written consent may waive part or all of this Section 21.3; provided, however, that that waiver of any part or all of this Section 21.3 with respect to an individual claim or dispute shall not be deemed a waiver for any other ongoing or future claims or disputes between the Parties.

Section 21.4 Consent to Jurisdiction; Venue; Governing Law. Subject to Section 21.2, Franchisee and Owners irrevocably (a) submit themselves to the exclusive jurisdiction of the State Courts of Texas, located in Collin County, Texas, and the United States Federal District Court for the Northern District of Texas, Dallas Division; (b) waive all questions of personal jurisdiction for the purpose of effectuating this provision; (c) agree that service of process may be made upon any of them in any proceeding relating to, or arising out of, this Franchise Agreement (including the relationship contemplated by this Franchise Agreement) by any means allowed by Texas or Federal law; and (d) agree that venue for

any proceeding relating to, or arising out of, this Franchise Agreement shall be exclusively in Collin County, Texas; provided Franchisor may bring an action for injunctive or other extraordinary relief in any state or federal court which has jurisdiction. With respect to all claims, controversies, disputes and/or actions, this Franchise Agreement shall be interpreted and construed under Texas law (without regard to Texas choice of law rules), except that any state law regarding (i) the offer and sale of franchises, (ii) franchise relationships and/or (iii) business opportunities will not apply unless the applicable jurisdictional requirements are met independently without reference to this paragraph. Franchisee, Owners, and Franchisor acknowledge the terms of this Section 21.4 provide each of the Parties with the mutual benefit of uniform interpretation of this Franchise Agreement and any dispute arising out of the relationship contemplated by this Franchise Agreement. Franchisee, Owners and Franchisor acknowledge the receipt and sufficiency of mutual consideration for such benefit.

Section 21.5 Class, Collective and Multi-Party Action Waiver. Disputes among Franchisor, Franchisee and/or any of their respective Affiliates arising out of, relating to or in connection with this Franchise Agreement or the transactions contemplated hereby, including but not limited to the arbitrability of any such dispute, must be arbitrated on an individual basis only. No arbitrator has authority to join or consolidate claims or to proceed with arbitration on a class, collective, or multi-party basis, including, but not limited to, under California's Private Attorneys General Act of 2004 ("PAGA"). Any disputes concerning the applicability or validity of this waiver shall be decided by the arbitrator. Each Party waives (the "Waiver") the right to a jury or bench trial and also waives the right to bring, maintain, participate in, or receive money from any class, collective, and/or other multi-party proceeding, whether in arbitration or otherwise. The Parties agree to arbitrate all disputes among the Parties on an individual basis only. The arbitrator is without authority to preside over any dispute by you on behalf of any other franchisee(s) of the Franchisor or joined by or consolidated with another person's claim. The Waiver will be severable from this Agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void, or voidable. In such case, the action must be litigated in a civil court of competent jurisdiction exclusively the State or Federal courts located in Collin County, Texas; provided, however, the portion of the Waiver that is enforceable will be enforced in arbitration.

Section 21.6 Place of Execution of Franchise Agreement. Franchisee, Owners, and Franchisor acknowledge (i) this Franchise Agreement was executed in Collin County, Texas; and (ii) performance of certain obligations of Franchisee and Owners under this Franchise Agreement, including payment of monetary sums due hereunder, shall occur at Franchisor's principal offices in Richardson, Texas.

Section 21.7 Costs and Attorneys' Fees. Prior to the commencement of litigation, arbitration, or other dispute resolution procedure and in the event Franchisor incurs costs and expenses (including attorneys' fees) in connection with Franchisee's failure to comply with (and/or failure to timely pay amounts owing to Franchisor under) this Franchise Agreement, then Franchisee shall promptly reimburse Franchisor for such reasonable costs and expenses. In the event of litigation, arbitration, or other dispute resolution procedure between the Parties to enforce this Franchise Agreement, the prevailing Party (or in the case of a disputed amount, the Party whose claimed amount is closest to the amount finally determined in such dispute resolution procedure) in any such action shall be entitled to recover reasonable costs and expenses from the other Party, including, without limitation, court costs, reasonable attorneys' fees, discovery and investigation costs.

Section 21.8 Rights of Parties are Cumulative. Franchisor's and Franchisee's rights under this Franchise Agreement are cumulative and the exercise or enforcement of any right or remedy under this Franchise Agreement will not preclude the exercise or enforcement by a Party of any other right or remedy under this Franchise Agreement which it is entitled by law or this Franchise Agreement to

exercise or enforce.

Section 21.9 WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER PARTY. THE PARTIES ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN THEM, THE PARTY MAKING A CLAIM WILL BE LIMITED TO RECOVERY OF ACTUAL DAMAGES, IF ANY. IN ADDITION, THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING AND/OR COUNTERCLAIM BROUGHT BY EITHER PARTY.

Section 21.10 Limitation of Claims. Any and all claims by the Franchisee arising out of or relating to this Franchise Agreement or the relationship among the Parties to this Franchise Agreement will be deemed waived and Franchisee will be thus barred from taking further action on account thereof unless an action or proceeding is commenced within ninety (90) days from the date Franchisee knew or should have known of the claim.

ARTICLE 22 **ACKNOWLEDGMENTS**

Section 22.1 Investigation by Franchisee and Owners. Franchisee and Owners agree that (i) they have conducted an independent investigation of the Franchised Produce Kiosk; (ii) the business venture contemplated by this Franchise Agreement involves business risks; and (iii) Franchisee's success will be largely dependent upon the ability of Franchisee and its Owners as independent business people. Franchisor expressly disclaims the making of, and Franchisee and Owners agree not having received, any warranty or guarantee, express or implied as to the potential volume, profits, or success of the business venture contemplated by this Franchise Agreement. Further, Franchisee and Owners acknowledge that Franchisor has made no representations that Franchisee or any of Owners may or will derive income from the Franchised Produce Kiosk.

Section 22.2 Receipt of Documents. Franchisee and Owners acknowledge they have received a copy of Franchisor's franchise disclosure document and have had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Franchise Agreement by counsel of their own choosing at least fourteen (14) calendar days prior to its execution and they are entering into this Franchise Agreement after having made an independent investigation and not upon any representation as to the profits and/or sales volume which Franchisee might be expected to realize.

Section 22.3 Acknowledgement by Franchisee and Owners. Franchisee and Owners acknowledge they have read and understood this Franchise Agreement, the Attachments hereto, and agreements relating hereto, if any, and that Franchisor has accorded Franchisee and Owners ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Franchise Agreement.

Section 22.4 Franchisor's Right to Vary the System and Other Standards. Franchisee and Owners acknowledge and agree that other franchisees of the System may be granted franchise rights at different times and in different situations pursuant to franchise agreements which may substantially differ from this Franchise Agreement (including without limitation, Franchisee Earnings, advertising fees, and other fees). Franchisee and Owners acknowledge and agree that Franchisor reserves the right to vary the System and other standards, specifications, and operating procedures (including standards and specifications related to building, furniture, fixtures, equipment, and signage) to address different circumstances or for other reasons deemed sufficient by Franchisor, in its sole discretion.

[Remainder of page intentionally left blank; Signature Page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Franchise Agreement to be effective as of the Effective Date.

Franchisor:

Supreme Service Solutions, Inc.

By:

Name:

Title:

Franchisee:

[Entity Name, if applicable]

By:

Name:

Title

Management Fee (if different than provided for in the Franchise Agreement): _____

SIGNATURE PAGE OF OWNERS

As of the Effective Date of the Franchise Agreement, each of the undersigned acknowledges and agrees as follows:

- (1) This “Signature Page of Owners” constitutes a part of the Franchise Agreement.
- (2) Each of the undersigned is included in the term “Owners” as described in the Franchise Agreement.
- (3) Each has read the terms and conditions of the Franchise Agreement. Each acknowledges that the undertakings by Owners in the Franchise Agreement are made and given in partial consideration of, and as a condition and inducement to, Franchisor’s execution of the Franchise Agreement.
- (4) The undersigned individuals, jointly and severally, make all of the covenants, representations, and agreements of Owners set forth in the Franchise Agreement.

Owners:

Signed as an Individual

Name: _____

Signed as an Individual

Name: _____

Signed as an Individual

Name: _____

Signed as an Individual

Name: _____

Signed as an Individual

Name: _____

Signed as an Individual

Name: _____

SCHEDULE A

The Franchisor and Franchisee hereby agree that the Franchise Agreement's Effective Date shall be _____, 202__ (the "Effective Date"). Franchisor and Franchisee acknowledge and agree that the Effective Date and Execution Date may be different dates, and all references to the "Effective Date" in the Franchise Agreement by and between Franchisor and Franchisee shall mean the Effective Date set forth on this Schedule A.

FRANCHISOR:

Name:

Title:

Date:

FRANCHISEE:

Name:

Title:

Date:

ATTACHMENT A TO FRANCHISE AGREEMENT

THE LOCATION

Approved Location for the Franchised Produce Kiosk

Store Name	Store Address

ATTACHMENT B TO FRANCHISE AGREEMENT

CONFIDENTIALITY AGREEMENT

This Confidentiality and Noncompete Agreement (this “Confidentiality Agreement”) is entered into between Supreme Service Solutions, Inc. (“Franchisor”), _____ (“Franchisee”) and _____ (“Covenantor” and together with each of Franchisor and Franchisee, each a “Party” and collectively, the “Parties”) to be effective as of _____, 20____ (the “Effective Date”). Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in the Franchise Agreement unless otherwise defined herein.

RECITALS

Franchisor, as the result of the expenditure of time, skill, effort and money, has developed and owns a unique and distinctive system (the “System”) relating to the establishment and operation of cut produce kiosks (“Produce Kiosks”) which sell cut fruit, shucked corn, and other fresh vegetables and other produce, sparkling water, and other related products (in such combination as Franchisor may determine is appropriate) (“Produce Products”). Produce Kiosks are generally located at the premises of third-parties (the “Hosts”), typically upscale supermarkets (“Host Locations”), that in most instances are sourced by Franchisor and under leases, licenses or other rights to occupy such Host Location (“Occupancy Agreements”) between the Host Location and Franchisor.

The distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color scheme, furnishings; special recipes and menu items; uniform standards, specifications, and procedures for operations; Occupancy Agreements; quality and uniformity of menu items, products and services offered; procedures for inventory, management and financial control; training and support; financing programs; safety programs; quality control programs; Occupancy Agreements and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor from time to time.

Franchisor identifies the System by means of certain tradenames, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, Supreme Service Solutions, Supreme Produce and such other tradenames, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor for use in connection with the System (collectively, the “Marks”).

The Confidential Information provides economic advantages to Franchisor and are not generally known to, and are not readily ascertainable by proper means to, Franchisor’s competitors who could obtain economic value from knowledge and use of the Confidential Information.

Franchisor has taken, and intends to take all reasonable steps to maintain the confidentiality and secrecy of Confidential Information.

Franchisor has granted Franchisee a limited right to operate Produce Kiosks using the System and Confidential Information pursuant to that certain Franchise Agreement, dated as of _____ (the “Franchise Agreement”), between Franchisor and Franchisee.

Franchisor and Franchisee have agreed the importance to Franchisor and to Franchisee and other licensed users of the System of restricting use, access and dissemination of Confidential Information.

Franchisor and Franchisee acknowledge it will be necessary for certain employees, directors, officers, partners, members, managers and owners of Franchisee to have access to and to use some or all of the

Confidential Information in the operation of Produce Kiosks using the System.

Franchisee has agreed to obtain from those employees, directors, officers, partners, members, managers and owners written agreements protecting Confidential Information and the System against unfair competition.

Covenantor desires to remain (or desires to become) an employee, director, officer, partner, member, manager or owner of Franchisee and Covenantor desires to receive and use Confidential Information in the course of his or her employment. Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the Parties acknowledge is sufficient to create a legally binding agreement, the Parties agree as set forth herein.

(1) Confidentiality Agreement.

(a) All information and materials (including, without limitation, the Franchise Manual), knowledge, know-how, or techniques concerning the Marks, the System, and methods of operation of the Franchised Produce Kiosk, including, without limitation, drawing, pictures, designs, software licensed or provided by Franchisor, recipes, training materials, construction plans and specifications, marketing information and strategies, and site evaluation and selection techniques shall be deemed as “Confidential Information”. For the avoidance of doubt, a person describing his or her experience as a franchisee of Franchisor to another prospective franchisee of Franchisor shall not constitute the disclosure of Confidential Information.

(b) Covenantor shall receive Confidential Information in confidence and shall, at all times, maintain them in confidence, and use the Confidential Information only in the course of his or her employment by or association with Franchisee, or in the performance of Covenantor’s other responsibilities to Franchisee, and only in connection with this Confidentiality Agreement and/or operation by Franchisee of a Produce Kiosk using the System for so long as Franchisee is licensed by Franchisor to use the System.

(c) Covenantor shall not, at any time, make copies of any documents or compilations containing some or all of Confidential Information without Franchisor’s express written permission.

(d) Covenantor shall not, at any time, disclose or permit the disclosure of Confidential Information except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the operation of a Produce Kiosk using the System.

(e) Covenantor shall surrender the Franchise Manual and any other material containing some or all of Confidential Information to Franchisee or to Franchisor, upon request, or upon termination of employment by or association with Franchisee or Covenantor, or upon conclusion of the use for which Franchise Manual or other information or material may have been furnished to the Covenantor.

(f) Covenantor shall not, directly or indirectly, do any act or omit to do any act, which would or would be likely to be injurious or prejudicial to the goodwill of the System.

(2) Covenants Not to Compete.

(a) In order to protect the goodwill and distinctive qualities of the System and the

confidentiality and value of Confidential Information, and in consideration for the disclosure to Covenantor of Confidential Information, Covenantor further agrees and covenants that, during the time Covenantor is employed by Franchisee, or is an officer, director, partner, member, manager or owner of Franchisee, Covenantor shall not:

(i) Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of Franchisee's Produce Kiosks using the System to any kiosk or similar establishment featuring Produce Products as primary menu items (a, "Competitive Produce Kiosk").

(ii) Directly or indirectly, for Covenantor or through, on behalf of or in conjunction with any person, partnership or corporation, or other entity, without the prior written consent of Franchisor, own, maintain, develop, operate, engage in, or have any interest in, advise, help or make loans to any Competitive Produce Kiosk.

(b) In further consideration for the disclosure to Covenantor of Confidential Information and to protect the uniqueness of the System, Covenantor agrees and covenants for two (2) years following the termination of his or her employment or relationship by Franchisee or Covenantor (or, in the event Covenantor is an Owner, 1 year following the date Covenantor ceases to satisfy the definition of "Owner"), Covenantor shall not:

(i) Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of Franchisee's Produce Kiosks using the System to any Competitive Produce Kiosk.

(ii) Directly or indirectly, for Covenantor or through, on behalf of or in conjunction with any person, partnership, corporation or other entity, without the prior written consent of Franchisor, own, maintain, develop, operate, engage in, or have any interest in, advise, help or make loans to any Competitive Produce Kiosk located in the United States of America.

(3) Miscellaneous.

(a) Franchisee undertakes to use its best efforts to ensure that Covenantor acts as required by this Confidentiality Agreement and any Franchise Agreement.

(b) Covenantor agrees that in the event of a breach of this Confidentiality Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce the provisions of this Confidentiality Agreement and shall be entitled, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Confidentiality Agreement and/or the Franchise Agreement, without the necessity of showing actual or threatened harm, and without being required to furnish a bond or other security.

(c) Covenantor and Franchisee, jointly and severally, agree to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Confidentiality Agreement.

(d) Any failure by Franchisor or Franchisee to object to or take action with respect to any breach of any provision of this Confidentiality Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

(e) Section 21.2 of the Franchise Agreement is hereby incorporated by reference, *mutadis mutandis*. Subject to Section 21.2 of the Franchise Agreement and except as expressly set forth below, Covenantor irrevocably (i) submits himself/herself to the jurisdiction of the State Courts of Texas, located in Collin County, Texas, and the United States Federal District Court for the Northern District of Texas, Dallas Division; (ii) waives all questions of personal jurisdiction for the purpose of effectuating this provision; (iii) agrees that service of process may be made upon any of them in any proceeding relating to, or arising out of, this Franchise Agreement (including the relationship contemplated by this Franchise Agreement) by any means allowed by Texas or federal law; and (iv) agrees that venue for any proceeding relating to, or arising out of, this Franchise Agreement shall be exclusively in Collin County, Texas; provided Franchisor or Franchisee may bring an action for injunctive or other extraordinary relief in any state or federal court that has jurisdiction. With respect to all claims, controversies, disputes and/or actions, this Confidentiality Agreement shall be interpreted and construed under Texas law (without regard to Texas choice of law rules).

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

(g) This Confidentiality Agreement, and the Franchise Agreement it is attached to, contain the entire agreement of the Parties regarding the subject matter hereof. This Confidentiality Agreement may be modified only by a duly authorized writing executed by all Parties.

(h) Any and all notices, reports and payments permitted or required to be delivered by the provisions of this Confidentiality Agreement shall be (i) personally delivered, (ii) delivered by overnight delivery service, (iii) delivered by certified/registered mail, return receipt requested, or (iv) delivered by email, electronic delivery, prepaid telex, or facsimile, provided sender confirms any delivery under this clause (iv) by sending a confirmation copy by overnight delivery service or certified/registered mail, return receipt requested, within one (1) business day after transmission thereof to the respective Parties at the addresses listed below. So long as any notice is prepared, addressed, and delivered in accordance with this subparagraph (h), then any such notice shall be deemed to have been received (i) at the time of personal delivery, (ii) at the time of transmission in the case of email, electronic delivery, facsimile or telex, provided confirmation is sent as described above, (iii) on the next business day in the case of overnight delivery service, or (iv) within three (3) business days after mailing in the case of registered or certified mail. At Party may change their notice information below by delivery of written notice to the other Parties in accordance with this subparagraph (h) with new notice information. Franchisor may elect (in its sole discretion) to deliver copies of any notices to Franchisee and Covenantor under this Confidentiality Agreement to their respective lender(s), landlord(s), and other similar parties.

Notices to Franchisor:	Supreme Service Solutions, Inc. 251 Renner Pkwy. Richardson, TX, 75080 Attention: Franchise Compliance Department Email: lisel.ramirez@gbcfoodsolutions.com
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with a copy to: Steven R. Block

Blank Rome LLP
200 Crescent Court, Suite 1000
Dallas, TX 75201
Email: steve.block@blankrome.com

Notices to Franchisee
and Covenantor:

Attn: _____

(i) The rights and remedies of Franchisor under this Confidentiality Agreement are fully assignable and transferable and shall inure to the benefit of its successors, assigns and transferees. The respective obligations of Franchisee and the Covenantor hereunder are personal in nature and may not be assigned by Franchisee or Covenantor, as applicable, without the prior written consent of Franchisor.

[Remainder of page intentionally left blank; Signature Page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality Agreement to be effective as of the Effective Date.

Franchisor:

Supreme Service Solutions, Inc.

By:

Name:

Title:

Franchisee:

[Entity Name, if applicable]

By:

Name:

Title:

Covenantor:

By:

Name:

Title:

ATTACHMENT C TO FRANCHISE AGREEMENT
OWNERS, MANAGING OWNER AND OPERATING PARTNER

Managing Owner: _____

Operating Partner: _____

<u>Owners</u>	<u>Percentage of Ownership</u>
_____	_____
_____	_____
_____	_____

ATTACHMENT D TO FRANCHISE AGREEMENT
PRE-AUTHORIZED BANK TRANSFER (DIRECT DEBITS)

Name of Person or Legal Entity: _____

ID Number (if applicable): _____

Account Name: _____

Address: _____

The undersigned depositor (“Depositor”) hereby authorizes SUPREME SERVICE SOLUTIONS, INC. (“COMPANY”) to initiate debit entries and/or credit correction entries to the undersigned’s checking and/or savings account(s) indicated below and the depository designated below (“Depository”) and to debit such account pursuant to COMPANY’S instructions for any and all amounts due to COMPANY. The Depositor understands that all amounts debited from the account below will be credited to COMPANY’S account. IN LIEU OF COMPLETING THE INFORMATION REQUIRED ON THE FOLLOWING FOUR LINES, FRANCHISEE MAY ATTACH A CANCELLED OR VOIDED CHECK HERETO.

_____	_____	
Depository	Branch	
_____	_____	_____
City	State	Zip Code
_____	_____	
Telephone Number of Bank	Contact Person at Bank	
_____	_____	
Bank Transit/ABA Number	Account Number	

[Remainder of page intentionally left blank.]

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 may terminate this authority by providing COMPANY and Depositor with thirty (30) days' prior written notice. 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 or (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

By: _____

Title: _____

Date: _____

Depository

By: _____

Title: _____

Date: _____

ATTACHMENT E TO FRANCHISE AGREEMENT

RIGHT OF FIRST REFUSAL

Capitalized terms used in this Right of First Refusal shall have the meanings ascribed to such terms in the Franchise Agreement unless otherwise defined herein.

(1) In the event Franchisee receives (or delivers) an acceptable bona fide offer from a third party related to a proposed sale of the Franchised Produce Kiosk (or any portion thereof or interest therein), then Franchisee shall give Franchisor written notice setting forth the name and address of the prospective purchaser, the price and terms of the offer together with a franchise application completed by the prospective purchaser, a copy of the proposed purchase and sale agreement, and all exhibits, copies of any real estate purchase agreement or agreements, proposed security agreements and related promissory notes, assignment documents, title insurance commitment and any other information that Franchisor may request in order to evaluate the offer.

(2) Franchisor shall then have the right of first refusal to purchase Franchisee's interest covered by such offer at the price and upon the same terms of the offer. Franchisor shall have thirty (30) calendar days after receipt of Franchisee's notice of offer and the furnishing of all reasonably requested information within which to notify Franchisee in writing of its intent to accept or reject the offer. Silence on the part of Franchisor shall constitute rejection. Franchisee may not rely upon any notice from Franchisor of its intention to accept or reject the offer nor shall such notice be effective unless such notice is in writing and signed by an officer of Franchisor. In the event an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, Franchisor may elect to purchase the interest proposed to be sold for the reasonable equivalent in cash. If the Parties cannot agree within a reasonable time on the reasonable equivalent in cash of the non-cash part of the offer, an independent appraiser shall be designated by Franchisor to determine such amount, and his determination shall be binding.

(3) If the proposed sale includes assets of Franchisee not related to the Franchised Produce Kiosk, then Franchisor may, at its option, elect to purchase only the assets related to the Franchised Produce Kiosk and an equitable purchase price shall be allocated to each asset included in the proposed sale.

(4) If (in addition to the Franchised Produce Kiosk) the proposed sale includes (i) other Franchised Produce Kiosk(s) operated by Franchisee (or affiliates of Franchisee) and/or (ii) Franchisor-franchised kiosks other than Produce Kiosks (the "Non-Produce Kiosks"), then Franchisor may, at its option, elect to purchase: (i) only the Franchised Produce Kiosk; (ii) only the other Franchised Produce Kiosk(s) operated by Franchisee (or affiliates of Franchisee or); (iii) only the Non-Produce Kiosks; or (iv) any combination of kiosks set forth in clauses (i)-(iii) whether on an individual kiosk basis or on an aggregate basis; and an equitable purchase price shall be allocated to each kiosk.

(5) To the extent any franchise agreements or other agreements relating to the Non-Produce Kiosks may be inconsistent with, or conflict with the terms of the right of first refusal contained herein, the terms of this right of first refusal shall control. This right of first refusal shall apply to any transfer, conveyance, assignment, consolidation, merger, change of ownership or any other transaction in which legal or beneficial ownership of the franchise granted in a franchise agreement is vested in an individual or entity other than Franchisee; provided, however, it shall not apply if Franchisee consists of more than one person and the transfer or assignment is from one partner to another, both of whom are signatories to this Franchise Agreement, so long as (i) the Managing Owner continues to satisfy the requirements set forth in this Franchise Agreement, and (ii) Franchisor is given written notice thereof prior to such transfer.

(6) The election by Franchisor not to exercise its right of first refusal as to any offer shall not affect its right of first refusal as to any subsequent offer.

(7) Any sale, attempted sale, assignment or other transfer of the rights pursuant to the Franchise Agreement which is effected without first giving Franchisor the right of first refusal described above shall be void and of no force and effect.

(8) If Franchisor does not accept the offer referenced herein, then Franchisee may conclude the sale to the purchaser who made the offer; provided Franchisor's consent to the assignment be first obtained, which consent will not be unreasonably withheld upon compliance with the conditions imposed by Franchisor on the assignment including the conditions set forth in Article 13.

(9) In addition, Franchisee agrees that, prior to acquiring any other Produce Kiosk franchise which may be offered to it for sale or which it may offer to purchase, such franchise will first be offered to Franchisor on the same terms, conditions and price.

* * * * *

ATTACHMENT F TO FRANCHISE AGREEMENT

REQUIREMENTS FOR LOCAL ADVERTISING

1. Franchisee must obtain prior approval from Franchisor on all advertising materials to be used in the Local Advertising Program before production (including all in-store and external marketing pieces).
2. All advertising materials used in the local advertising must fall into the categories listed below.
 - (a) Advertising Materials for Use Inside Franchised Produce Kiosk. Franchisor-approved advertising materials for use inside the Franchised Produce Kiosk (e.g., food photography, table tents, rolodex table stands, menu inserts, drink coasters, chalkboards, banners, danglers, stickers, posters, promotional t-shirts and special promotional in-store bounceback certificates).
 - (b) Advertising Materials for Use Outside Franchised Produce Kiosk. Franchisor-approved advertising materials for use outside the Franchised Produce Kiosk (e.g., advertising on television, radio, and cinema including talent and residual costs, direct mail pieces, free-standing insert ads, newspaper or magazine ads, internet ads, bumper stickers, flyers, banners, door hangers, magnets, advertising on billboards and advertising on subway, mall, airport and telephone kiosks).
 - (c) Public Relations or Promotional Events. Franchisor-approved public relations materials, events or sponsorships (e.g., media press releases, media kits, talent for in-store promotional events such as face painting, clowns, etc., promotional giveaways items such as pens, pins, t-shirts, etc.).
 - (d) Co-Operative Advertising Agreements. Franchisor-approved cooperative advertising efforts (e.g., advertising which may be required under the lease agreement for the Franchised Produce Kiosk).

* * * * *

ATTACHMENT G TO FRANCHISE AGREEMENT

GUARANTY OF FRANCHISE AGREEMENT (“GUARANTY”)

The undersigned (“Guarantor”), for the purpose of inducing Supreme Service Solutions, Inc. d/b/a Supreme Produce, a Texas corporation (“Franchisor”), to enter into that certain Franchise Agreement dated _____ (as amended, restated, supplemented or otherwise modified from time to time, and including all Attachments thereto, the “Franchise Agreement”) with _____, a _____ (“Franchisee”), hereby agrees to be individually bound (and if multiple guarantors, jointly and severally bound) by all the terms and conditions of the Agreement and unconditionally and irrevocably guarantee to Franchisor and its successors and assigns that all of Franchisee’s obligations under the Franchise Agreement will be punctually paid and performed.

Upon written demand from Franchisor after a default by Franchisee under the Franchise Agreement, Guarantor will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement. Without affecting the obligations of Guarantor under this Guaranty, Franchisor may, without notice to Guarantor, increase, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee.

Guarantor hereby waives all demands and notices of every kind with respect to this Guaranty and the Franchise Agreement, including, without limitation, notice of: the amendment or modification of the Franchise Agreement, the demand for payment or performance by Franchisee or Franchisor, any default by Franchisee or any guarantor, and any release of any other guarantor or other security for the Franchise Agreement or the obligations of Franchisee.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto, and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

Upon receipt by Franchisor of notice of the death of an individual guarantor, the estate of such guarantor will be bound by this Guaranty but only for defaults and obligations hereunder existing at the time of death, and the obligations of the other guarantors hereunder will continue in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty to be effective as of the Effective Date of the Franchise Agreement.

Acknowledged and Agreed by Guarantor:

Name: _____
(Signed as an Individual)

Date: _____

EXHIBIT B to FRANCHISE DISCLOSURE DOCUMENT

AGENTS FOR SERVICE OF PROCESS

Alabama – Northwest Registered Agent Service, Inc.
212 W. Troy Street
Suite B
Dothan, AL 36303

Alaska - Northwest Registered Agent Inc.
821 N. St. Ste 102
Anchorage, AK 99501

Arizona – Northwest Registered Agents LLC
1846 E. Innovation Park Dr., #100 Suite 106-128
Oro Valley, AZ 85755

Arkansas – Northwest Registered Agent, LLC
701 South Street, Suite 100
Mountain Home, AR 72653

Colorado – Northwest Registered Agent LLC
1942 Broadway Ste 314C
Boulder, CO 80302

Georgia - Northwest Registered Agent, LLC
8735 Dunwoody Place, Ste N
Atlanta, GA 303050

Idaho – Northwest Registered Agent LLC
784 South Clearwater Loop, Suite B
Post Falls, ID 83854

Illinois – Northwest Registered Agent Service, Inc.
2501 Chatham Road, Suite N
Springfield, IL 62704

Indiana – Northwest Registered Agent, LLC
5534 Saint Joe Road
Fort Wayne, In 46835

Kentucky – Northwest Registered Agent, LLC
212 North 2nd Street, Suite 100
Richmond, Kentucky 40475

Maryland – Northwest Registered Agent Service, Inc.
5000 Thayer Center, Suite C
Oakland, CA 21550

Michigan – Northwest Registered Agent LLC
2222 West Grand River., Ave. Ste A
Okemos, MI 48864

Mississippi – Northwest Registered Agent Inc.
270 Trace Colony Park, Suite B
Ridgeland, Mississippi 39157

Missouri – Northwest Registered Agent Service, Inc.
117 South Lexington Street, #100
Harrisonville, Missouri 64701

North Carolina – Northwest Registered Agent Service, Inc.
4030 Wake Forest Road, Ste 349
Raleigh, NC 27609

Ohio – Northwest Registered Agent Service, Inc.
6545 Market Avenue North
Suite 100
North Canton, OH 44721

Oregon – Northwest Registered Agent LLC
2355 State St.
Suite 101
Salem, OR 97301

Pennsylvania – Northwest Registered Agent, LLC
502 W. 7th St.
Suite B
Erie, PA 16502

South Carolina – Northwest Registered Agent LLC
6650 Rivers Ave., STE 100
Charleston, SC 29406

Tennessee – Northwest Registered Agent Inc.
5810 Shelby Oaks Drive
Suite B
Memphis, TN 38134

Texas – Northwest Registered Agent, LLC
5900 Balcones Drive, Suite 100
Austin, TX 78731

Utah – Northwest Registered Agent LLC
7533 S Center View CT. STE N
West Jordan, UT 84084

Virginia - Northwest Registered Agent LLC
8401 Maryland Dr. STE A
Richmond, VA 23294

Washington – Northwest Registered Agent, LLC
522 W. Riverside Ave.
Suite N
Spokane, WA 99201

West Virigina – Northwest Registered Agent LLC
110 Main ST.
Beckley, WV 25801

EXHIBIT C to FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

[Attachments follow]

Supreme Service Solutions Inc
Unaudited Balance Sheet
As of December 31, 2022

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1000 - Cash - Bank Accounts	\$65,447.90
Total Bank	\$65,447.90
Accounts Receivable	\$37,056.07
Other Current Asset	
1300 - Prepaid Expenses	\$2,837.50
Total Other Current Asset	\$2,837.50
Total Current Assets	\$105,341.47
Other Assets	(\$4,782.90)
Total ASSETS	\$100,558.57
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	\$25,662.60
Total Accounts Payable	\$25,662.60
Credit Card	
2100 - Credit Cards	\$413.92
Total Credit Card	\$413.92
Total Current Liabilities	\$26,076.52
Equity	\$74,482.05
Total Liabilities & Equity	\$100,558.57

Supreme Service Solutions Inc
Unaudited Income Statement
For the Year Ended December 31, 2022

Financial Row	Amount
Ordinary Income/Expense	
Income	
4000 - Client Royalty Remittance	\$248,237.06
4200 - Fee Revenue	\$47,400.00
Total - Income	\$295,637.06
Cost Of Sales	
5005 - Operator Royalties	\$221,753.54
5200 - Short-term Operators	\$13,870.00
5250 - COGS, Operator Expenses	\$465.38
5258 - Operator Inventory/Produce	(\$166.92)
5300 - HQ Product Cost of Sales	(\$620.39)
Total - Cost Of Sales	\$235,301.61
Gross Profit	\$60,335.45
Expense	
6110 - Bank Fees	\$301.57
6300 - Professional Fees	\$24,737.36
6400 - Employee Compensation	\$845.80
6500 - Office Expenses	\$760.59
7000 - Travel Expenses	\$4,157.08
7300 - Operational Taxes	\$51.00
Total - Expense	\$30,853.40
Net Ordinary Income	\$29,482.05
Net Income	\$29,482.05

SUPREME SERVICE SOLUTIONS, INC.
FINANCIAL STATEMENTS
AND INDEPENDENT AUDITORS' REPORT
DECEMBER 31, 2023

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HEXT & ASSOCIATES, P C
An Integrated Professional Services Firm
Certified Public Accountants
Management Consultants

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Dallas, TX 75244-3946
(972) 644-7112 Fax (972) 680-8685
www.hextfinancialgroup.com

INDEPENDENT AUDITORS' REPORT

To the Shareholders of
Supreme Service Solutions, Inc.

Opinion

We have audited the accompanying financial statements of Supreme Service Solutions, Inc. which comprise the balance sheet as of December 31, 2023, and the related statements of income, retained earnings, and cash flows for the year 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 Supreme Service Solutions, Inc. as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). 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 Supreme Service Solutions, Inc., and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP, 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 Supreme Service Solutions, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibility 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, 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 Supreme Service Solutions, Inc.'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 Supreme Service Solutions, Inc.'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.

Hext & Associates, P.C.

Dallas, Texas
September 4, 2024

SUPREME SERVICE SOLUTIONS, INC.
BALANCE SHEET
DECEMBER 31, 2023

Assets

Current Assets:

Cash and cash equivalents	\$ 907,891
Accounts receivable, net	3,447,239
Accounts receivable, intercompany	2,160,030
Inventories	366,029
Prepaid expenses and other current assets	27,545
Total Current Assets	<u>6,908,734</u>

Total Assets	<u><u>\$ 6,908,734</u></u>
--------------	----------------------------

Liabilities and Shareholders' Equity

Current Liabilities:

Accounts payable	\$ 4,450,478
Accrued tax	675,750
Other accrued expenses	24,905
Total current liabilities	<u>5,151,133</u>

Shareholders' Equity:

Common stock:

Voting; \$0.001 par value; 10,000 shares authorized;

10,000 shares issued and outstanding	10
Additional paid-in capital	44,990
Retained earnings	1,712,601
Total Shareholders' Equity	<u>1,757,601</u>

Total Liabilities and Shareholders' equity	<u><u>\$ 6,908,734</u></u>
--	----------------------------

The notes to financial statements are an integral part of these statements.

SUPREME SERVICE SOLUTIONS, INC.
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2023

Revenues:	
Client royalty income	\$ 11,401,740
Fee income	1,777,881
Other income	<u>2,434,956</u>
Total revenues	15,614,577
 Cost of Goods Sold:	 <u>11,886,749</u>
 Gross Profit:	 3,727,828
 Operating Expenses:	
Salaries and wages	334,949
Advertising and marketing	142,775
Professional fees	269,922
Travel	527,180
Office expenses	5,238
Research and development	23,068
Bank fees	9,806
Training and development	11,101
Other	<u>57,068</u>
Total expenses	<u>1,381,107</u>
 Income from operations	 2,346,721
 Other income:	
Interest income	9,149
Other income	<u>3,000</u>
Total other income	<u>12,149</u>
 Net income before income tax expense	 2,358,870
Income tax expense	<u>675,750</u>
Net income	<u>\$ 1,683,120</u>

The notes to financial statements are an integral part of these statements.

SUPREME SERVICE SOLUTIONS, INC.
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2023

Balance, December 31, 2022	\$	29,481
Net income		<u>1,683,120</u>
Balance, December 31, 2023	\$	<u><u>1,712,601</u></u>

The notes to financial statements are an integral part of these statements.

SUPREME SERVICE SOLUTIONS, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

Operating Activities:

Net income	\$ 1,683,120
Changes in operating assets and liabilities:	
Accounts receivable	(3,410,183)
Inventories	(366,029)
Prepaid expenses	(29,490)
Accounts payable	4,424,401
Accrued expenses	700,654
Net cash provided by operating activities	<u>3,002,473</u>

Financing Activities:

Related party receivable	<u>(2,160,030)</u>
Net cash used in financing activities	(2,160,030)

Net increase in cash and cash equivalents	842,443
Cash and cash equivalents at the beginning of year	<u>65,448</u>
Cash and cash equivalents at the end of year	<u><u>\$ 907,891</u></u>

The notes to financial statements are an integral part of these statements.

SUPREME SERVICE SOLUTIONS, INC.
NOTES TO
FINANCIAL STATEMENTS

NOTE 1 – ORGANIZATION AND NATURE OF THE BUSINESS

Supreme Service Solutions, Inc. (the “Company”) is a Texas Corporation formed on November 04, 2021, with headquarters in Farmers Branch, Texas. The Company began operations in June 2022 and operates under the DBAs Supreme Deli, Supreme Sandwich, and Supreme Produce. The Company is the proud supplier of fresh, high-quality produce and deli products. Partnered with upscale supermarkets nationwide, the Company provides highly trained, experienced chefs who prepare delicious ready to eat Boars Head deli sandwiches, pre-sliced Boars Head meats and cheeses, and pre-cut fruits and vegetables, which are then professionally displayed in ready-to-go containers for purchase via the supermarket checkout.

During 2023 the Company launched the Supreme Produce product line in partnership with Kroger which quickly became the Company’s fastest growing division.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements are presented in accordance with accounting principles generally accepted by the United States of America (“GAAP”).

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The Company’s financial instruments consist primarily of cash and cash equivalents, trade accounts receivable, and accounts payable. The carrying amounts of cash and cash equivalents, trade accounts receivable, and accounts payable approximate their fair values because of the short-term maturities or expected settlement dates of these instruments.

Cash Equivalents

The Company considers all highly liquid investments with maturity of three months or less when purchased to be cash equivalents. At times, cash and cash equivalents held at a financial institution may be in excess of the Federal Deposit Insurance Corporation (“FDIC”) coverage limit. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable, Net

Accounts receivables are carried at original invoice amount, less estimates made for doubtful accounts. Management determines the allowance for doubtful accounts by reviewing and identifying troubled accounts on a monthly basis and by using historical experience applied to an aging of account balances. Accounts receivable are written-off when deemed uncollectible. Recoveries of receivables previously written off are recorded when received. As of December 31, 2023, the Company estimated no allowance reserve for doubtful accounts.

SUPREME SERVICE SOLUTIONS, INC.
NOTES TO
FINANCIAL STATEMENTS

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Inventories

Inventories consisting primarily of finished goods include food and related products held for resale. Inventories are valued at the lower of cost or net realizable value using the weighted average cost method. Management evaluates all inventories and estimates a reserve for excess or obsolete inventories based on historical trends. As of December 31, 2023, the Company had finished goods and estimated reserve for excess or obsolete inventory as follows:

Finished Goods	\$ 451,055
Inventory reserve	(85,026)
Net	<u>\$ 366,029</u>

Property and Equipment, Net

Property and equipment are stated at cost. The cost of the property and equipment is depreciated over the estimated useful lives of the related assets. Depreciation is computed based upon the estimated useful lives of the assets using the straight-line method. The estimated useful lives of the related assets are three to seven years.

Long-lived assets are reviewed for potential write-downs when impairment indicators are present. If circumstances require a long-lived asset be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by an asset to the carrying value of the asset. If the carrying value of the long-lived asset is not recoverable on an undiscounted cash flow basis, impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques, including discounted cash flow models, quoted market values, and third party independent appraisals as considered necessary.

The Company had no capitalized property and equipment or long-lived assets as of December 31, 2023.

Lease Accounting

Adoption of New Accounting Standards

In February 2016, the FASB issued ASU 2016-02, “Leases (Topic 842)”. ASU 2016-02 requires lessees to recognize most leases on their balance sheets for the rights and obligations created by those leases. The guidance requires enhanced disclosures regarding the amount, timing, and uncertainty of cash flows arising from leases. The ASU was effective for private companies for annual reporting periods beginning after December 15, 2020.

In June 2020, the FASB issued a one-year delay, and the effective date for private companies was deferred until fiscal years beginning after December 15, 2021. The Company adopted the new standard effective January 1, 2022.

The Company had no leases outstanding as of December 31, 2023.

SUPREME SERVICE SOLUTIONS, INC.
NOTES TO
FINANCIAL STATEMENTS

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Adoption of New Accounting Standards

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, “Revenue from Contracts with Customers (Topic 606)” (“ASC 606”). The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Company adopted the new standard effective June 1, 2022 upon beginning operation.

As part of the adoption of the ASU, the Company elected the following transition practical expedients: (i) to reflect the aggregate of all contract modifications that occurred prior to the date of initial application when identifying satisfied and unsatisfied performance obligations, determining the transaction price, and allocating the transaction price; and (ii) to apply the standard only to contracts that are not completed at the initial date of application. Because contract modifications are minimal, there is not a significant impact as a result of electing these practical expedients.

Revenue Recognition Policies

The Company derives its revenues primarily as royalties from the sale of produce, deli, and other related products. Revenues are recognized when control of these products is transferred to its customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those products. All performance obligations are satisfied at a point in time. The Company does not have any significant financing components as payment is received at or shortly after the point of sale.

Sales of ingredient products to franchisee operators represent a material component of revenue. Revenues are recognized and inventory relieved at the time of shipment.

The Company has adopted the practical expedient found in FASB ASC 952-606-25-2 that allows for the identification of certain pre-opening services as separate performance obligations with regards to the timing and amount of revenue recognition. The Company has identified that pre-opening services exist with regards to the Franchise Operating Manual and related Recipe Build Book, assistance with the preparation of facilities within the client host location, assistance obtaining relevant business licenses and permits, and stringent quality control programs performed by the Company. The value of these pre-opening services supports recognition of the full amount of the initial franchise fee upon store opening.

Initial franchise fees and other fees charged to franchisees represent a material component of revenue for the year presented.

SUPREME SERVICE SOLUTIONS, INC.
NOTES TO
FINANCIAL STATEMENTS

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising Expense

Advertising costs are expensed as incurred and are classified under operating expenses. Advertising expense for the year ended December 31, 2023 was \$142,775.

Income Taxes

The Company is a C-corporation and is required to pay federal and state income tax. Income tax expense for the year ended December 31, 2023 was \$675,750.

The Company applies FASB Accounting Standards Codification (“ASC”) 740-10 “Income Taxes” in establishing standards for accounting for uncertain tax positions. The Company evaluates uncertain tax positions with the presumption of audit detection and applies a “more likely than not” standard to evaluate the recognition of tax benefits or provisions. ASC 740-10 applies a two-step process to determine the amount of tax benefits or provisions to record in the financial statements. First, the Company determines whether any amount may be recognized and then determines how much of a tax benefit or provision should be recognized. As of December 31, 2023, the Company has no uncertain tax positions.

NOTE 3 – Shareholder Equity

On December 1, 2023 the Company’s Board of Directors executed a Resolution that authorized and approves a 10-1 Common Stock split effective that same day. As a result, the Company has 10,000 shares of Common Stock issued and outstanding.

NOTE 4 – RELATED PARTY TRANSACTIONS

In September 2023, the Company entered into a shared services agreement with GBC Food Services, LLC (“GBC”). The officers of the Company are also the sole members of GBC. In connection with the shared services agreement, GBC provides and manages certain direct costs including staff compensation and benefits, 3rd party professional fees, brand specific advertising and marketing expenses, and others. These direct costs are recorded on the Company’s books and settled via intercompany payables that are settled from time to time. The shared service also allows for the charging of indirect shared back-office expenses as an allocation of those costs based upon mutually agreed terms from GBC to the Company. No allocation of these costs was made for the year ended December 31, 2023.

During 2023, the Company provided funding for certain overhead expenses to GBC in excess of the amounts charged as direct expenses under the terms of the shared service agreement. The aggregate of this funding is maintained as an intercompany note receivable on the Company’s books and an intercompany note payable on GBC’s books. The total note payable owed to the Company at December 31, 2023 was \$2,160,030. Interest and principal on this note is deferred until December 31, 2024 when both are due in full.

SUPREME SERVICE SOLUTIONS, INC.
NOTES TO
FINANCIAL STATEMENTS

NOTE 5 – COMMITMENTS AND CONTINGENCIES

Legal Proceedings

The Company establishes accruals for lawsuits when it is probable that a loss has been or will be incurred and the Company can reasonably estimate its potential exposure, which may include a range of loss (referred to as a loss that is both “probable and estimable” in the discussion below). As to lawsuits in which the loss is not considered both probable and estimable, or is considered probable but not estimable, the Company does not establish an accrual in accordance with current accounting guidance. It is generally not possible to determine the exposure associated with the Company’s lawsuits for a number of reasons, including, without limitation, one or more of the following: liability appears to be remote; putative class action lawsuits generally pose immaterial exposure until a class is actually certified; class definitions are often indefinite and preclude detailed exposure analysis; and complaints rarely state an amount sought as relief, and when such amount is stated, it is often a function of pleading requirements and may be unrelated to the potential exposure.

As of December 31, 2023 there are no lawsuits filed or threatened which represent a loss that is probable and estimable.

NOTE 6 – CONCENTRATIONS

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of trade accounts receivable and cash. Management believes that its contract acceptance, billing and collection policies are adequate to minimize the potential risk related to customer credit and collectability. The Company continually evaluates the credit worthiness of its customers’ financial condition and generally does not require collateral.

Cash in bank accounts is at risk to the extent that it exceeds FDIC insured amounts. To minimize risk, the Company places its cash with high credit quality institutions.

At December 31, 2023, two customers accounted for 100% of the Company’s total trade accounts receivable from grocers. Management has evaluated trade accounts receivable at December 31, 2023, and has determined that no allowance for estimated uncollectible accounts is necessary.

For the year ended December 31, 2023, two customers accounted for approximately 72.9% of the Company’s net sales. The loss of one or more of the Company’s major customers would negatively impact the business, results of operations and financial condition.

NOTE 7 – SUBSEQUENT EVENTS

The Company evaluated all material events or transactions that occurred after December 31, 2023 through September 4, 2024, the date these financial statements were available to be issued, and determined that there were no additional events or transactions which would impact these financial statements.



Supreme Service Solutions, Inc.

Independent Auditor's Report and Financial Statements

December 29, 2024



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Independent Auditor's Report

Stockholders
Supreme Service Solutions, Inc.
Dallas, Texas

Opinion

We have audited the financial statements of Supreme Service Solutions, Inc. (Company), which comprise the balance sheet as of December 29, 2024, and the related statements of income, changes in stockholder equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 29, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). 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 the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that these 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, 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 the Company'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 the Company'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.

Forvis Mazars, LLP

**Dallas, Texas
March 31, 2025**

Supreme Service Solutions, Inc.
Balance Sheet
December 29, 2024

ASSETS

Current Assets

Cash and cash equivalents	\$ 484,294
Accounts receivable, net of allowance \$64,564	9,021,998
Inventories	626,323
Prepaid expenses and other current assets	16,600
Deferred tax asset	16,139

Total Current Assets 10,165,354

Due from related parties 9,464,262

Total Assets \$ 19,629,616

LIABILITIES AND STOCKHOLDER EQUITY

Current Liabilities

Accounts payable	\$ 8,701,797
Income tax payable	1,496,482
Other accrued expenses	1,560,161

Total Liabilities 11,758,440

Stockholder Equity

Common Stock	
Voting; \$0.001 par value; 10,000 shares authorized; 10,000 shares issued and outstanding	10
Additional paid-in capital	44,990
Retained earnings	7,826,176

Total Stockholder Equity 7,871,176

Total Liabilities and Stockholder Equity \$ 19,629,616

Supreme Service Solutions, Inc.
Statement of Income
For the Year Ended December 29, 2024

Revenues	\$ 76,053,111
Cost of Goods Sold	<u>58,939,543</u>
Gross Profit	<u>17,113,568</u>
Operating Expenses	9,216,229
Income from Operations	<u>7,897,339</u>
Other Income	
Interest income	456,357
Other income	<u>1,232</u>
Total Other Income	<u>457,589</u>
Income Before Income Taxes	8,354,928
Provision for income taxes	<u>2,241,353</u>
Net Income	<u><u>\$ 6,113,575</u></u>

Supreme Services Solutions, Inc.
Statement of Stockholder Equity
For the Year Ended December 29, 2024

	<u>Common Stock</u>	<u>Additional Paid-In Capital</u>	<u>Retained Earnings</u>	<u>Total</u>
Balance, January 1, 2024	\$ 10	\$ 44,990	\$ 1,712,601	\$ 1,757,601
Net income	-	-	6,113,575	6,113,575
Balance, December 31, 2024	<u>\$ 10</u>	<u>\$ 44,990</u>	<u>\$ 7,826,176</u>	<u>\$ 7,871,176</u>

Supreme Services Solutions, Inc.
Statement of Cash Flows
For the Year Ended December 29, 2024

Operating Activities

Net income	\$ 6,113,575
Items not requiring (providing) cash	
Provision for credit losses on accounts receivable	59,080
Deferred income taxes	(16,139)
Changes in	
Accounts receivable	(5,633,839)
Inventories	(260,294)
Prepaid expenses	10,945
Accounts payable	4,251,319
Accrued expenses	2,355,988

Net Cash Provided by Operating Activities

6,880,635

Investing Activities

Net borrowings from related parties	<u>(7,304,232)</u>
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Net Cash Used in Investing Activities

(7,304,232)

Cash and Cash Equivalents

Decrease	(423,597)
Beginning of year	<u>907,891</u>

End of Year

\$ 484,294

Supplemental Cash Flows Information

Income taxes paid	\$ 1,436,510
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Note 1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

Supreme Service Solutions, Inc. (Company) is a Texas Corporation formed on November 04, 2021, with headquarters in Farmers Branch, Texas. The Company began operations in June 2022 and operates under the names Supreme Deli, Supreme Sandwich, and Supreme Produce. The Company is the proud supplier of fresh, high-quality produce and deli products. Partnered with upscale supermarkets nationwide, the Company provides highly trained, experienced chefs who prepare delicious ready to eat Boars Head deli sandwiches, pre-sliced Boars Head meats and cheeses, and pre-cut fruits and vegetables, which are then professionally displayed in ready-to-go containers for purchase via the supermarket checkout.

Variable Interest Entities

A legal entity is referred to as a variable interest entity (VIE) if any of the following conditions exist:

- The total equity investment at risk is insufficient to permit the legal entity to finance its activities without additional subordinated financial support from other parties
- The entity has equity investors who cannot make significant decisions about the entity's operations or who do not absorb their proportionate share of the expected losses or receive the expected returns of the entity

The Company elected the private company accounting alternative for certain qualifying common control arrangements. Under this alternative, private companies are no longer required to apply VIE guidance to certain common control arrangements.

Use of Estimates

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

Cash Equivalents

The Company considers all highly liquid investments with maturity of three months or less when purchased to be cash equivalents. At times, cash and cash equivalents held at a financial institution may be in excess of the Federal Deposit Insurance Corporation (FDIC) coverage limit. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

At December 29, 2024, the Company's cash accounts exceeded federally insured limits by approximately \$166,000.

Accounts Receivable

Accounts receivable are stated at the amount of consideration from customers of which the Company has an unconditional right to receive plus any accrued and unpaid interest. The Company provides an allowance for credit losses, which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions adjusted for current conditions and reasonable and supportable forecasts.

During the year ended December 29, 2024, credit loss expense related to doubtful accounts receivable, where collectability is not reasonably assured, was approximately \$65,000.

Supreme Services Solutions, Inc.
Statement of Cash Flows
For the Year Ended December 29, 2024

Inventories

Inventories consisting primarily of finished goods include food and related products held for resale. Inventories are valued at the lower of cost or net realizable value using the weighted average cost method. Management evaluates all inventories and estimates a reserve for excess or obsolete inventories based on the best facts available. Management recorded an inventory allowance totaling \$1,887 as of December 29, 2024.

Revenue Recognition

Revenue is recognized when control of the promised goods or services is transferred to the Company's customers, in an amount that reflects the consideration that it expects to be entitled to in exchange for those goods or services. The amount and timing of revenue recognition varies based on the nature of the goods or services provided and the terms and conditions of the customer contract. See Note 2 for additional information about the Company's revenue.

Taxes Collected from Customers and Remitted to Governmental Authorities

Taxes collected from customers and remitted to governmental authorities are presented in the accompanying consolidated statements of income on a net basis.

Shipping and Handling Costs

Shipping and handling costs include costs associated with the selection of products and delivery to customers and are classified under cost of goods sold. Shipping and handling costs for the year ended December 29, 2024, was approximately \$54,000.

Advertising Expense

Advertising costs are expensed as incurred and are classified under operating expenses. Advertising expense for the year ended December 29, 2024, was approximately \$404,000.

Income Taxes

The Company is taxed as a corporation and income taxes are accounted for using the asset and liabilities method, whereby deferred tax asset and liability account balances are determined based upon differences between the financial reporting and tax reporting basis of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company provides a valuation allowance, if necessary, to reduce deferred tax assets to their estimated realizable value.

The Company determines its valuation allowance on deferred tax assets by considering both positive and negative evidence, including its operating results, ongoing tax planning, and forecasts of future taxable income on a jurisdiction-by-jurisdiction basis, to ascertain whether it is more likely than not that deferred tax assets will be realized.

In the event the Company determines that it would be able to realize its deferred income tax assets in the future in excess of their net recorded amount, it would make an adjustment to the valuation allowance, which would reduce the provision for income taxes. Conversely, in the event that all or part of the net deferred tax assets are determined not to be realizable in the future, an adjustment to the valuation allowance would be charged to earnings in the period such determination is made. In addition, the calculation of tax liabilities involves dealing with uncertainties in the application of complex tax regulations. The Company recognizes potential liabilities based on an estimate of whether, and the extent to which, additional taxes will be due. The Company accounts for uncertain tax positions in accordance with the relevant guidance, which prescribes a two-step approach to recognize and measure uncertain tax positions taken or expected to be taken in an income tax return, and also provides guidance on recognition, classification, interest and penalties, disclosure, and transition.

Supreme Services Solutions, Inc.
Statement of Cash Flows
For the Year Ended December 29, 2024

The first step is to evaluate the tax position taken or expected to be taken by determining if the weight of available evidence indicates that it is more likely than not that the tax position will be sustained in an audit, including resolution of any related appeals or litigation process. The second step is to measure the tax benefit as the largest amount that is more than 50% likely to be realized upon ultimate settlement.

Note 2. Revenue from Contracts with Customers

Performance Obligations

The Company derives its revenues primarily as royalties from the sale of produce, deli, and other related products. Revenues are recognized when control of these products is transferred to its customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those products. All performance obligations are satisfied at a point in time. The Company does not have any significant financing components as payment is received at or shortly after the point of sale.

Sales of ingredient products to franchisee operators represent a material component of revenue. Revenues are recognized and inventory relieved at the time of shipment.

The Company has adopted the practical expedient found in FASB ASC 952-606-25-2 that allows for the identification of certain pre-opening services as separate performance obligations with regards to the timing and amount of revenue recognition regarding initial franchise fees. The Company has identified that pre-opening services exist with regards to manuals and recipes, assistance with the preparation of facilities within the client host location, assistance obtaining relevant business licenses and permits, and stringent quality control programs performed by the Company. The value of these pre-opening services supports recognition of the full amount of the initial franchise fee upon store opening.

Other fees, as defined in the agreements, are charged to franchisees and recorded at a point in time when the related performance obligations are satisfied.

Contract Balances

The following table provides information about the Company's receivables from contracts with customers:

Accounts receivable, beginning of year	\$	3,447,239
Accounts receivable, end of year	\$	9,021,998

Note 3. Income Taxes

The Company files income tax returns in the U.S. federal jurisdiction and various states.

The provision for income taxes includes these components:

Taxes currently payable	\$	2,257,492
Deferred income taxes		(16,139)
Income tax expense	\$	<u>2,241,353</u>

Supreme Services Solutions, Inc.
Statement of Cash Flows
For the Year Ended December 29, 2024

A reconciliation of income tax expense at the statutory rate to the Company's actual income tax expense is shown below:

Computed at the statutory rate (21%)	\$ 1,754,534
Increase resulting from	
Nondeductible expenses	59,532
State income taxes	<u>427,287</u>
Actual tax expense	<u>\$ 2,241,353</u>

The tax effects of temporary differences related to deferred taxes shown on the balance sheet were:

Deferred tax asset	
Allowance for doubtful accounts	<u>\$ 16,139</u>

Note 4. Phantom Equity Incentive Plan

On December 1, 2023, the Company approved and authorized the Phantom Equity Incentive Plan (Plan) to incentivize certain employees. Under the terms of the agreements, the phantom unit awards vest ratably over a three-year service period. However, if an employee is terminated or no longer employed for any reason any vested or unvested phantom units are forfeited and void. Any payment associated with the phantom unit awards is only payable upon a change of control event. As of December 29, 2024, there is no liability recorded associated with the Plan as there has been no change in control event.

Note 5. Related-Party Transactions

The Company has a shared services agreement with GBC Food Services, LLC (GBC). The officers of the Company are also the sole members of GBC. In connection with the shared services agreement, GBC provides and manages certain direct costs including staff compensation and benefits, 3rd party professional fees, brand specific advertising and marketing expenses, and others. These direct costs are recorded on the Company's books and settled via intercompany payables that are settled from time to time. The shared service also allows for the charging of indirect shared back-office expenses as an allocation of those costs based upon mutually agreed terms from GBC to the Company.

The Company transfers funds to/from other related parties from the same ownership. Due from related parties consisted of the following as of December 29, 2024:

Aung Enterprises LLC	\$ 225,378
GBC Food Services, LLC	9,238,860
Tech Foods LLC	<u>24</u>
Total due from related parties	<u>\$ 9,464,262</u>

Note 6. Significant Estimates and Concentrations

General Litigation

The Company is subject to claims and lawsuits that arose primarily in the ordinary course of business. It is the opinion of management the disposition or ultimate resolution of such claims and lawsuits will not have a material adverse effect on the consolidated financial position, results of operations, and cash flows of the Company. Events could occur that would change this estimate materially in the near term.

Major Customers

At December 29, 2024, one customer accounted for 36% of the Company's total trade accounts receivable. Management has evaluated trade accounts receivable at December 29, 2024, and has determined that no allowance for estimated uncollectible accounts is necessary for this customer.

For the year ended December 29, 2024, one customer accounted for approximately 88% of the Company's net sales. The loss of one or more of the Company's major customers would negatively impact the business, results of operations and financial condition.

Note 7. Subsequent Events

Subsequent events have been evaluated through March 31, 2025, which is the date the financial statements were available to be issued.

EXHIBIT D to FRANCHISE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS

State Administrators

CALIFORNIA Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (866)-275-2677	NEW YORK New York State Department of Law Bureau of Investor Protection and Securities 28 Liberty Street New York, New York 10005 (212) 416-8236 Phone (212) 416-6042 Fax
HAWAII Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department 600 East Blvd., 5 th Floor Bismarck, ND 58505-0510 (701) 328-2910
ILLINOIS Franchise Bureau Office of Attorney General 500 S. Second Street Springfield, IL 62706 (217) 782-4465	RHODE ISLAND Division of Business Regulation Division of Securities John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9527
INDIANA Franchise Section Indiana Securities Division Secretary of State 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6531	SOUTH DAKOTA Department of Labor and Regulation Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place, 20 th Floor Baltimore, MD 21202 (410) 576-6360	VIRGINIA State Corporation Commission Department of Securities and Retail Franchising 1300 E. Main St., 9 th Floor Richmond, VA 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, MI 48913 (517) 335-7567	WASHINGTON Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce Market Assurance Division 85 7 th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	WISCONSIN Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703 (608) 266-3431

EXHIBIT E to FRANCHISE DISCLOSURE DOCUMENT**LIST OF CURRENT AND FORMER FRANCHISEES**

The names of all current franchisees, and the address and telephone number and address of each of their outlets are listed below:

#	OWNER	PHONE	ADDRESS	CITY	STATE	ZIP
1	THANG LIAN	(918) 524-7968	1401 GILMER ST	LANETT	AL	36863
2	KHAM LIAN	(404) 205-6687	1401 GILMER ST	LANETT	AL	36863
3	BLAK CEU	(214) 518-9538	1410 MILITARY RD	BENTON	AR	72015
4	SIMON UK SUSHI INC	(469) 288-2726	20820 INTERSTATE 30 N	BENTON	AR	72019
5	JAMES LIAN	770-862-3997	400 W MOULTRIE DR	BLYTHEVILLE	AR	72315
6	CIN MUNG	(214) 434-5437	1295 W MAIN ST	CABOT	AR	72023
7	TIN SUI	(405) 305-9378	101 WEST OAK ST	CONWAY	AR	72032
8	HNIANG KHEN	(269) 601-2174	855 SALEM RD	CONWAY	AR	72034
9	THLA UK	(469) 556-5198	4407 CENTRAL AVE	HOT SPRINGS	AR	71913
10	THLA HNIN	(214) 554-6649	215 AIRPORT RD	HOT SPRINGS	AR	71913
11	PETER VUM MAWI	(432) 999-2298	103 GREGORY PL	JACKSONVILLE	AR	72076
12	ELVIS THANG	(469) 279-9340	1725 S CARAWAY RD	JONESBORO	AR	72401
13	NANG KHUAL	(214) 415-3097	10300 N RODNEY PARHAM RD	LITTLE ROCK	AR	72227
14	NI WIN	(469) 358-5324	1900 N POLK ST	LITTLE ROCK	AR	72207

15	NGUN HLEI IANG	(469) 490-8551	8824 GEYER SPRINGS RD	LITTLE ROCK	AR	72209
16	DAWT PAR	(469) 685-2691	614 BEECHWOOD ST	LITTLE ROCK	AR	72205
17	DAWT PAR	(469) 685-2691	1100 E ROOSEVELT RD	LITTLE ROCK	AR	72206
18	THANG LIAN2	214-710-0134	8415 W MARKHAM ST	LITTLE ROCK	AR	72205
19	CEU PENG	(972) 370-8753	16105-B CHENAL PKWY	LITTLE ROCK	AR	72223
20	RUN MANG	(469) 982-4576	14000 CANTRELL RD	LITTLE ROCK	AR	72223
21	VAN CHUM	(214) 866-9805	110 COMMONS DR	MAUMELLE	AR	72113
22	HUAL HMING LIAN	(719) 480-5759	300 W SERVICE RD	MEMPHIS	AR	72301
23	KAMLAM THANG	(469) 684-5225	2509 MCCAIN BLVD	NORTH LITTLE ROCK	AR	72116
24	KAMLAM THANG	(469) 684-5225	4401 CAMP ROBINSON RD	NORTH LITTLE ROCK	AR	72118
25	GIN THANG	(682) 472-1624	6929 JOHN F KENNEDY BLVD	NORTH LITTLE ROCK	AR	72116
26	BAWI SUNG	(904) 572-8470	1009 W MAIN ST	RUSSELLVILLE	AR	72801
27	RUTH THA TIN THANG	(463) 206-8506	14967 CANDELAS PKWY	ARVADA	CO	80007
28	RUTH THA TIN THANG	(463) 206-8506	12350 W 64TH AVE	ARVADA	CO	80004
29	VAN LIAN THANG	(970) 518-0705	8055 SHERIDAN BOULEVARD	ARVADA	CO	80003

30	KOI RE SANG	(720) 212-4664	18211 E HAMPDEN AVE	AURORA	CO	80013
31	GRACE CHHAN HIMI	(720) 416-7504	3050 S PEORIA ST	AURORA	CO	80014
32	THAWNG ZA LIAN	(945) 232-3071	400 NORTH PARK AVENUE	BRECKENRIDGE	CO	80424
33	JOSEPH CHUNTEI	(469) 364-1879	12167 SHERIDAN BLVD	BROOMFIELD	CO	80020
34	LIAN VA BAWI SANG	(720) 212-4664	19711 E SMOKY HILL RD	CENTENNIAL	CO	80015
35	KHIN SAN TIN	(515) 343-9859	7575 S UNIVERSITY BLVD	CENTENNIAL	CO	80122
36	JP MAH CHEI	(432) 880-3303	3570 HARTSEL DR	COLORADO SPRINGS	CO	80920
37	ZAI TIN IANG CHEI	(432) 222-2897	1750 W UINTAH ST	COLORADO SPRINGS	CO	80904
38	BENJAMIN THANG	(720) 984-3976	3250 CENTENNIAL BLVD	COLORADO SPRINGS	CO	80907
39	ANDREW VAN LIAN	(719) 338-8983	3620 AUSTIN BLUFFS PKWY	COLORADO SPRINGS	CO	80918
40	JP MAH CHEI	(432) 880-3303	6030 STETSON HILLS BLVD	COLORADO SPRINGS	CO	80920
41	HRAM SANG	(317) 512-7799	4850 E 62ND AVE	COMMERCE CITY	CO	80022
42	MYA MYA KHINE	(720) 869-0187	1355 KRAMERIA ST	DENVER	CO	80220
43	NGUN CEU HMUNG	(720) 343-9304	10406 MARTIN LUTHER KING	DENVER	CO	80238

44	CEU HU KHAM	(720) 416-7471	18605 GREEN VALLEY RANCH	DENVER	CO	80249
45	BIAK SUI	(469) 438-2865	3100 S SHERIDAN BLVD	DENVER	CO	80227
46	WESLEY HMINGTHANPUI CHUNTEI	(515) 514-5424	1950 CHESTNUT PI	DENVER	CO	80202
47	WESLEY HMINGTHANPUI CHUNTEI	(515) 514-5424	2810 QUEBEC ST	DENVER	CO	80207
48	VAN LIAN THANG	(970) 518-0705	1575 W 84TH AVE	DENVER	CO	80260
49	BIAK THA CHIN	(469) 475-2781	1725 SHERIDAN BLVD	EDGEWATER	CO	80214
50	FAR CHIN	(936) 499-0373	5050 S FEDERAL BLVD	ENGLEWOOD	CO	80110
51	THAN NAING	(720) 645-8876	3495 S UNIVERSITY BLVD	ENGLEWOOD	CO	80113
52	ENOCH LAL NI ENG	(720) 840-6656	17171 S GOLDEN RD	GOLDEN	CO	80401
53	MAUNG KHIN MAUNG ZAW	(808) 670-7239	630 24 RD	GRAND JUNCTION	CO	81505
54	MAUNG KHIN MAUNG ZAW	(808) 670-7239	569 32 RD	GRAND JUNCTION	CO	81504
55	PAR TE	(563) 554-3963	2600 N 12TH ST	GRAND JUNCTION	CO	81501
56	TUM CHIN RAM IANG	(469) 618-3964	6000 S HOLLY ST	GREENWOOD VILLAGE	CO	80111
57	KHAING AUNG TUN	(720) 705-4603	4910 S YOSEMITE ST	GREENWOOD VILLAGE	CO	80111

58	HLA SEIN	(720) 256-1418	2205 W WILDCAT RESERVE PK	HIGHLANDS RANCH	CO	80129
59	ELIZABETH LOUISE ROYER	(720) 841-2131	4000 RED CEDAR DR	HIGHLANDS RANCH	CO	80126
60	KYAW KYAW	(720) 416-8487	8673 S QUEBEC ST	HIGHLANDS RANCH	CO	80130
61	STANLY VAN BIAK LIAN	(720) 244-5220	7984 W ALAMEDA AVE	LAKEWOOD	CO	80226
62	NGUNKHAR PHUTING	(463) 212-9227	12043 W ALAMEDA AVE	LAKEWOOD	CO	80228
63	NGUN BOR HLUAN	(970) 518-1787	8126 S WADSWORTH BLVD	LITTLETON	CO	80128
64	MYAT KAUNG MOE	(619) 394-8386	7901 S BROADWAY	LITTLETON	CO	80122
65	MYAT KAUNG MOE	(619) 394-8386	100 W LITTLETON BLVD	LITTLETON	CO	80120
66	NANG LANG MYITUNG	(303) 961-2521	11747 W KEN CARYL AVE	LITTLETON	CO	80127
67	THANGTUNG LIAN	(260) 445-3467	3050 WEST NORTHERN AV	PUEBLO	CO	81005
68	THA LEN PAR	(972) 805-7151	10351 FEDERAL BLVD	WESTMINSTER	CO	80260
69	JOSEPH CHUNTEI	(469) 364-1879	3400 YOUNGFIELD ST	WHEAT RIDGE	CO	80033
70	JIMMY AI	(720) 447-1233	5301 W 38TH AVE	WHEAT RIDGE	CO	80212
71	RUA BOI	(678) 558-9091	6199 HWY 92	ACWORTH	GA	30102

72	NIANG DEIH LIEN	(678) 396-7765	11877 DOUGLAS RD	ALPHARETTA	GA	30005
73	DAL KHAI	(404) 964-6146	3855 BUFORD HWY	ATLANTA	GA	30329
74	CA HNEM	(404) 447-2415	136 WEST BELMONT DR	CALHOUN	GA	30701
75	FRANCIS LIAN	(327) 453-6301	4045 MARIETTA HWY	CANTON	GA	30114
76	THANG LIAN	(918) 524-7968	730 N MAIN ST	CEDARTOWN	GA	30125
77	CING LUN	(404) 493-0995	2100 RIVERSIDE PKWY	LAWRENCEVILLE	GA	30243
78	BIAK LUN THANG	(678) 940-6209	1006 MARTIN'S CHAPEL RD	LAWRENCEVILLE	GA	30045
79	DAWT SUNG	(309) 281-0124	3162 JOHNSON FERRY RD SUITE 300	MARIETTA	GA	30062
80	THANG TUANG	(404) 824-4246	6050 SINGLETON RD	NORCROSS	GA	30093
81	ZA AHLING	(269) 234-8834	1368 SAM NUNN BLVD	PERRY	GA	31069
82	THANGEN PIANG	(404) 709-7920	150 MACLAND RD	POWDER SPRINGS	GA	30127
83	NEL CING	(404) 725-5802	2300 HOLCOMB BRIDGE ROAD	ROSWELL	GA	30076
84	NIANG DIM	(678) 358-7988	3959-A LAVISTA RD	TUCKER	GA	30084
85	DI AYE	(678) 520-0529	5339 OLD HWY 5	WOODSTOCK	GA	30188
86	LALRIN CHANA	3177502199	1405 W GARFIELD AVE	BARTONVILLE	IL	61607

87	HANG PUM THANG	(260) 206-2665	2507 E OAKLAND AVE	BLOOMINGTON	IL	61701
88	SAN CHUNG LIANA	(317) 969-3671	603 S 4TH ST	CHILLICOTHE	IL	61523
89	T KHA CHEI	(706) 990-8986	255 W 1ST DR	DECATUR	IL	62521
90	SALAI SUSHI LLC	(469) 358-7566	1818 AIRPORT PLAZA	DECATUR	IL	62521
91	SALAI SUSHI LLC	(469) 358-7566	3070 N WATER ST	DECATUR	IL	62526
92	NELSON DINA	(317) 640-8438	201 S MAIN ST	EAST PEORIA	IL	61611
93	ZA THLUAI	(317) 992-7437	5961 N STATE RD 135	GREENWOOD	IL	46143
94	BAWI BIK THAWNG	(816) 244-3072	1001 W JACKSON ST	MORTON	IL	61550
95	MANG SIAN SANG	(260) 760-2290	1550 E COLLEGE AVE	NORMAL	IL	61761
96	THA THA	(317) 935-6293	2701 COLUMBUS ST	OTTAWA	IL	61350
97	ZUNG IANG PAR	(317) 397-8504	301 E MCKINLEY RD	OTTAWA	IL	61350
98	LAL PEK KIM	317-794-5805	1607 BROADWAY ST	PEKIN	IL	61554
99	TIAL HMUNG	(435) 724-7472	9219 N LINDBERGH DR	PEORIA	IL	61615
100	SUNG HNIANG	(214) 329-8818	801 W LAKE AVE	PEORIA	IL	61614
101	ZUNG IANG PAR	(317) 397-8504	3311 N STERLING AVE	PEORIA	IL	61604
102	THA THA	(317) 935-6293	20 CHERRY TREE SHOPPING CENTER	WASHINGTON	IL	61571

103	HAKHA FRESH SUSHI LLC	(317) 362-4019	3050 MERIDIAN ST	ANDERSON	IN	46016
104	JU LIET	(317) 407-7243	1845 N SCATTERFIELD RD	ANDERSON	IN	46012
105	HAKHA FRESH SUSHI LLC	(317) 362-4019	1900 APPLEWOOD CENTER DR	ANDERSON	IN	46013
106	THANGTUNG LIAN	(260) 445-3467	1005 W 7TH ST	AUBURN	IN	46706
107	VAN BIAK	(240) 760-8234	108 N STATE ROAD 267	AVON	IN	46123
108	BIAK UK	(317) 654-1582	500 S LIBERTY DR	BLOOMINGTON	IN	47403
109	PAR TIAL	(317) 285-8023	528 S COLLEGE AVE	BLOOMINGTON	IN	47403
110	LAL SANGA	(504) 300-7773	1175 S COLLEGE MALL RD	BLOOMINGTON	IN	47401
111	LAL UK	(317) 935-0941	4025 S OLD STATE RD 37	BLOOMINGTON	IN	47401
112	THANG LIN	(317) 373-3201	1825 KINSER PIKE	BLOOMINGTON	IN	47404
113	HAU PU	(260) 702-6302	1555 S HARRISON PLZ	BLUFFTON	IN	46714
114	HAU PAU	(260) 702-6302	1555 S HARRISON PLZ	BLUFFTON	IN	46714
115	VAN LIAN MUNG	(317) 445-1702	100 FOREST PARK PLAZA	BRAZIL	IN	47834
116	VANCEUMANG HLAWNCEU	(317) 701-5427	975 N GREEN ST	BROWNSBURG	IN	46112
117	NGUN ZA	(317) 617-0142	1217 S RANGE LINE RD	CARMEL	IN	46032

118	ELIZABETH PAR	(317) 701-6195	621 COUNTRY SIDE DR	COLUMBIA CITY	IN	46725
119	ELIA ZI	(317) 529-4363	3060 N NATIONAL RD	COLUMBUS	IN	47201
120	PENG THANG	(317) 908-7084	1660 CRAWFORDSVILLE SQUARE DR	CRAWFORDSVILLE	IN	47933
121	VAN BIAK	(240) 760-8234	785 E MAIN ST	DANVILLE	IN	46122
122	HAU PU	(260) 702-6302	929 S 13TH ST	DECATUR	IN	46733
123	CUNG PAR	(317) 767-9720	130 W HIVELY AVE	ELKHART	IN	46517
124	KHAM SUAN KHAI	260-715-2307	901 JOHNSON ST	ELKHART	IN	46514
125	KHEN AUNG	(317) 515-0548	7272 FISHERS CROSSING DR	FISHERS	IN	46038
126	CHAN LUAI	(615) 305-7378	9799 E 116TH ST	FISHERS	IN	46037
127	CHERRY DONG	(317) 350-0760	11700 OLIO RD	FISHERS	IN	46037
128	HAU THANG	(260) 466-4719	10230 CHESTNUT PLAZA DR	FORT WAYNE	IN	46814
129	BAWI SANG	(716) 816-5724	5725 COVENTRY LANE	FORT WAYNE	IN	46804
130	CING SAN	(260) 433-9544	1125 W STATE BLVD	FORT WAYNE	IN	46808
131	THANG DAL	(260) 699-3895	601 E DUPONT RD	FORT WAYNE	IN	46825
132	ROBERTSON DAVID	(716) 495-0051	218 E PETTIT AVE	FORT WAYNE	IN	46806
133	MARY NIANG THANG	(260) 418-4630	7008 BLUFFTON RD	FORT WAYNE	IN	46809

134	KHUP KIM	(260) 715-5878	6002 SAINT JOE CENTER RD	FORT WAYNE	IN	46835
135	PAU KHUP	(260) 557-6531	6310 E STATE BLVD	FORT WAYNE	IN	46815
136	HUAI KIM FAMILY LLC	260-715-2093	4120 N CLINTON ST	FORT WAYNE	IN	46805
137	KHUP KIM	(260) 715-5878	6002 SAINT JOE CENTER RD	FORT WAYNE	IN	46835
138	PAR FAMILY LLC	(317) 658-0741	970 N MORTON ST	FRANKLIN	IN	46131
139	TA THANG	(317) 772-0415	209 CHICAGO AVE	GOSHEN	IN	46526
140	FAMILY FRUIT LLC	(317) 603-7773	821 INDIANAPOLIS RD	GREENCASTLE	IN	46135
141	HRE CUNG THAWNG	(317) 665-3886	1571 N STATE ST	GREENFIELD	IN	46140
142	TUM ZING	(317) 893-9017	2200 INDEPENDENCE DR	GREENWOOD	IN	46143
143	ELIZABETH PAR	(317) 701-6195	2718 GUILFORD ST	HUNTINGTON	IN	46750
144	ANGELINE SUI DIM MAWI	(317) 415-3545	10450 E WASHINGTON ST	INDIANAPOLIS	IN	46229
145	CHAN LING ZAATHANG	(317) 970-5575	5173 WASHINGTON ST	INDIANAPOLIS	IN	46241
146	SANG THLUAI	(317) 412-4376	8745 S EMERSON AVE	INDIANAPOLIS	IN	46237
147	TLUANG LIAN	(317) 341-4271	3361 KENTUCKY AVE	INDIANAPOLIS	IN	46221
148	SANG LIAN	(317) 695-0140	1365 E 86TH ST	INDIANAPOLIS	IN	46240

149	DAVID LIAN	(317) 603-0516	7101 E 10TH ST	INDIANAPOLIS	IN	46219
150	THANGEL KHAIMI	(317) 794-6033	9835 FALL CREEK RD	INDIANAPOLIS	IN	46256
151	VAN SANG KHENG LAWT	(317) 364-0213	2550 LAKE CIRCLE DR	INDIANAPOLIS	IN	46268
152	ZOHAN CUNG	(317) 966-7814	5025 W 71ST ST	INDIANAPOLIS	IN	46268
153	GIDEON THANG	(317) 665-0346	8150 ROCKVILLE RD	INDIANAPOLIS	IN	46214
154	BIAK REM	(317) 252-3778	4445 E 10TH ST	INDIANAPOLIS	IN	46201
155	NGUN KHAR	(317) 983-9368	524 E 16TH ST	INDIANAPOLIS	IN	46202
156	BIAK REM	(317) 252-3778	680 TWIN AIRE DR	INDIANAPOLIS	IN	46203
157	CEU LIAN	(317) 442-7367	5718 CRAWFORDSVILLE RD	INDIANAPOLIS	IN	46224
158	NI DIM	(317) 657-0957	4202 S EAST ST	INDIANAPOLIS	IN	46227
159	VANTHA LLC	(213) 284-6575	11101 PENDLETON PIKE	INDIANAPOLIS	IN	46236
160	SPDI LLC	(317) 371-5870	227 W MICHIGAN ST	INDIANAPOLIS	IN	46204
161	CINRUNG INC	(317) 625-7897	8130 E SOUTHPORT RD	INDIANAPOLIS	IN	46259
162	BDT LLC	(317) 515-4848	1330 W SOUTHPORT RD	INDIANAPOLIS	IN	46217

163	NGUN THLUAI	(309) 536-1238	5810 E 71ST ST	INDIANAPOLIS	IN	46220
164	TLUANG LIAN	(317) 341-4271	3361 KENTUCKY AVE	INDIANAPOLIS	IN	46221
165	PAR HNIANG	(563) 607-1640	5911 MADISON AVE	INDIANAPOLIS	IN	46227
166	NGUN LIAN	317) 628-9044	5350 E THOMPSON RD	INDIANAPOLIS	IN	46237
167	MARY NIANG THANG	(260) 418-4630	310 W NORTH ST	KENDALLVILLE	IN	46755
168	NOEL PHUN LIAN	(432) 967-6070	2821 S WASHINGTON ST	KOKOMO	IN	46902
169	A&L FAMILY LLC	(319) 471-6026	605 N DIXON RD	KOKOMO	IN	46901
170	HANNAH CUAN	(317) 671-9785	2513 MAPLE POINT DR	LAFAYETTE	IN	47905
171	TIAL PUM	(317) 719-3725	2200 GREENBUSH ST	LAFAYETTE	IN	47904
172	CUNG LIAN	317-767-9720	65 BECK LN	LAFAYETTE	IN	47909
173	LENG CUNG	(979) 777-5625	55 PINE LAKE AVE	LAPORTE	IN	46350
174	CEU LIAN	(317) 935-6242	2420 N LEBANON ST	LEBANON	IN	46052
175	ESTHER & GRACIE LLC	(240) 578-8547	1600 S OHIO ST	MARTINSVILLE	IN	46151
176	SOLOMON THANG	(463) 280-0023	906 S MERRIFIELD AVE	MISHAWAKA	IN	46544
177	SOLOMON THANG	(463) 280-0023	2330 HICKORY RD	MISHAWAKA	IN	46545
178	SANG ZOTHANG	(317) 319-8223	916 N MAIN ST	MONTICELLO	IN	47960
179	LAL MAWI	(317) 603-6917	530 S INDIANA ST	MOORESVILLE	IN	46158

180	LAL THLUAI	(317) 691-0819	1500 W MCGALLIARD RD	MUNCIE	IN	47304
181	SUI TIAL	(317) 447-7752	715 S TILLOTSON AVE	MUNCIE	IN	47304
182	NIANG HUAI	(260) 557-6546	821 LINCOLN HWY W	NEW HAVEN	IN	46774
183	ELIZABETH SUNTHANG	(616) 644-0209	172 LOGAN ST	NOBLESVILLE	IN	46060
184	DUH SUNG	(262) 389-8658	930 W MAIN ST	PERU	IN	46970
185	KHAN LIAN	(317) 332-6298	1930 E MAIN ST	PLAINFIELD	IN	46168
186	KHUAL PEK	(260) 466-4386	2001 N MICHIGAN ST	PLYMOUTH	IN	46563
187	BILLY THANG	(317) 529-0275	3701 NATIONAL RD E	RICHMOND	IN	47374
188	DUH SUNG	(262) 389-8658	2040 PEACE TREE VLG	ROCHESTER	IN	46975
189	SUNG TIAL LLC	317-801-2072	202 S MAIN ST	RUSHVILLE	IN	46173
190	SOFIA SUNCER THLUAI	317-667-4764	202 S MAIN ST	RUSHVILLE	IN	46173
191	VAN THANG	(317) 801-2072	1601 E MICHIGAN RD	SHELBYVILLE	IN	46176
192	HAU SIAN THANG	(260) 557-6531	4526 W WESTERN AVE	SOUTH BEND	IN	46619
193	HMUNGS LLC	(812) 325-7882	2650 WABASH AVE	TERRE HAUTE	IN	47803
194	HMUNGS LLC	(812) 325-7882	2140 FORT HARRISON RD	TERRE HAUTE	IN	47804

195	MIN TIN WIN	(317) 599-2180	4714 S US HIGHWAY 41	TERRE HAUTE	IN	47802
196	KHAN KAP LIAN	(260) 466-7197	1309 N CASS ST	WABASH	IN	46992
197	LIAN VUNG	(716) 578-5909	2211 E CENTER ST	WARSAW	IN	46580
198	VAN LIAN	(317) 701-8964	1032 SAGAMORE PKWY W	WEST LAFAYETTE	IN	47906
199	LIAN BROTHER LLC	(317) 341-4271	17447 CAREY RD	WESTFIELD	IN	46074
200	LIAN BROTHER LLC	(317) 341-4271	17447 CAREY RD	WESTFIELD	IN	46074
201	THAWNG SANG	(317) 478-5099	150 W 161ST ST	WESTFIELD	IN	46074
202	TYLER CIN	(317) 361-3594	10679 N MICHIGAN RD	ZIONSVILLE	IN	46077
203	NGUN SUNG	(317) 249-7759	5 BOONE VILLAGE	ZIONSVILLE	IN	46077
204	CALEB SAN UK	(317) 363-7964	808 N 12TH ST	MURRAY	KY	42071
205	PAU SIAN SIAM	(270) 399-3901	3141 PARK AVE	PADUCAH	KY	42001
206	PAU SIAN SIAM	(270) 399-3901	3275 IRVIN COBB DR	PADUCAH	KY	42003
207	BLAK LIAN HMUNG	317-437-9375	3288 CORUNNA RD	FLINT	M	48503
208	ILIANA BARDHYLI	(248) 974-1194	2641 PLYMOUTH RD	ANN ARBOR	MI	48105
209	ILIANA BARDHYLI	(248) 974-1194	3615 WASHTENAW AVE	ANN ARBOR	MI	48104
210	JOHN LYAN	(317) 332-3498	945 N EUCLID AVE	BAY CITY	MI	48706

211	ZAY KHANT	(463) 867-9290	2808 ASHMAN ST	BIRCH RUN	MI	48415
212	SUPANGKAR BARUA	(917) 592-0761	4099 TELEGRAPH RD	BLOOMFIELD HILLS	MI	48302
213	NGUN THANG	(317) 665-5076	3600 W MAPLE RD	BLOOMFIELD HILLS	MI	48301
214	RAM THANG	(463) 231-7310	1200 E BRISTOL RD	BURTON	MI	48529
215	TIAL CEU	(309) 779-8303	9741 DIXIE HIGHWAY	CLARKSON	MI	48348
216	LEN ZI	(616) 337-2017	41941 GARFIELD RD	CLINTON TWP	MI	48038
217	KAP THANG	(432) 230-3515	47060 W PONTIAC TR	COMMERCE TWP	MI	48390
218	SI TE	(269) 419-8068	700 N STATE RD	DAVISON	MI	48423
219	CIN NUAM	(716) 218-6723	23303 MICHIGAN AVE	DEARBORN	MI	48124
220	CHIN CHIN	(517) 488-8739	1550 W LAKE LANSING RD	EAST LANSING	MI	48823
221	SHAN JOE	(517) 974-0762	2910 CENTER AVE	ESSEXVILLE	MI	48732
222	ANVO INC	(284) 939-6842	25780 MIDDLEBELT RD	FARMINGTON HILLS	MI	48336
223	MOSKU INC	(284) 939-6842	3200 CARPENTER RD	FARMINGTON HILLS	MI	48197
224	ANVO INC	(284) 939-6842	37550 W 12 MILE RD	FARMINGTON HILLS	MI	48331

225	SOE AUNG	(586) 322-5771	8920 EIGHT MILE RD	FERNDALE	MI	48220
226	AUNG MICHAEL TICIA	(404) 395-3627	3838 RICHFIELD RD	FLINT	MI	48506
227	AUNG MICHAEL TICIA	404-395-3627	5249 CORUNNA RD	FLINT TWP	MI	48532
228	SANG FAMILY SUSHI LLC	(269) 358-0736	435 N MAIN ST	FRANKENMUTH	MI	48734
229	ZAY KHANT	(463) 867-9290	435 N MAIN ST	FRANKENMUTH	MI	48734
230	ELIZABETH VAN PAR MAWI	(269) 986-1857	8999 MABOMB ST	GROSSE ILE TOWNSHIP	MI	48138
231	KYAW MYINT AUNG ZUPUICA	(317) 701-7312	290 W CARLETON RD	HILLSDALE	MI	49242
232	BAWI HMUNG	(517) 894-5245	2495 CEDAR ST	HOLT	MI	48842
233	CEU HUP KHAM	269-986-2901	1100 W ARGYLE ST	JACKSON	MI	49202
234	VAN HNEM SUNG	(517) 402-5494	921 W HOLMES RD	LANSING	MI	48910
235	VAN SUI KHAMH CUNG	517-894-3669	6430 W SAGINAW HWY	LANSING	MI	48917
236	CHIN CHIN	(517) 488-8739	443 MALL CT	LANSING	MI	48912
237	KAM LING	(248) 787-7887	540 S MAIN ST	LAPEER	MI	48446
238	RANJOY BARUA	(586) 457-7775	19855 W 12 MILE RD	LATHRUP VILLAGE	MI	48076
239	LAL RING CHAN	(317) 625-1448	531 W MAIN ST	MILAN	MI	48160
240	KHUP NGAIH LIAN	(260) 385-7119	3833 N DIXIE HWY	MONROE	MI	48162
241	BAWI SANG	(317) 701-5665	7188 N SAGINAW RD	MORRIS	MI	48458

242	SUPANGKAR BARUA	(917) 592-0761	425 N CENTER ST.	NORTHVILLE	MI	48167
243	ZING HNEM HNGIALUM	317-918-9895	47650 GRAND RIVER AE	NOVI	MI	48374
244	MYATMAHAR LLC	(517) 894-3255	4884 MARSH RD	OKEMOS	MI	48864
245	KHAM KHAN MANG	(918) 640-9766	2600 POINTE TREMBLE RD	PEARL BEACH	MI	48001
246	JUN CAO	(248) 378-9894	9700 CHILSON COMMONS CIR	PINCKNEY	MI	48169
247	HOSEA LAL DIN HUP	(317) 296-1908	1215 24TH ST	PORT HURON	MI	48060
248	LIAN THANG	(317) 419-4623	2907 KRAFFT RD	PORT HURON	MI	48060
249	SAM SABAH KIRYAKOZA	(248) 736-4216	20730 PONTIAC TRAIL	SOUTH LYON	MI	48178
250	ZING BIAK HNEM	(317) 801-2033	900 OLD U.S. 27	ST. JOHNS	MI	48879
251	VAN THA HMUN	(317) 956-6169	2105 SOUTH BLVD W	TROY	MI	48326
252	BAWI DIM SUNG	972-370-8809	28250 DEQUINDRE RD	WARREN	MI	48092
253	RUNG CEU	(317) 755-7162	26233 HOOVER RD	WARREN	MI	48089
254	SOE AUNG	(586) 322-5771	64660 VAN DYKE RD	WASHINGTON	MI	48035
255	MOSKU INC	(284) 939-6842	31300 MICHIGAN AVE	WESTLAND	MI	48186
256	ANVO INC	(284) 939-6842	36430 FORD RD	WESTLAND	MI	48185

257	KAM KINGBOL	(806) 471-4768	2010 WHITTAKER RD	YPSILANTI	MI	48197
258	ELIZABETH VAN PAR MAWI	(269) 986-1857	1771 E MICHIGAN AVE	YPSILANTI	MI	48198
259	ZIN MIN LAY	502-424-5538	1315 E M 21	OWOSSO	MI	48867
260	THA AYE	(716) 292-4755	110 KEATING RD	BATESVILLE	MS	38606
261	LIAN SANG	(214) 270-4010	1811 W GOVERNMENT ST	BRANDON	MS	39042
262	LALRIN CHANA	(317) 750-2199	1070 SPILLWAY CIR	BRANDON	MS	39047
263	SIANG THA PAR	(317) 263-4389	602 N DAVIS AVE	CLEVELAND	MS	38732
264	HRAM LIAN	(214) 710-8761	107 HIGHWAY 80 E	CLINTON	MS	39056
265	BAWI THANG	(317) 737-4971	1829 HIGHWAY 45 N	COLUMUS	MS	39705
266	NUN KHUA THIANG	(980) 319-6252	104 HIGHWAY 72 W	CORINTH	MS	38834
267	NGUN SANG	(214) 607-3304	143 ALBERTSON DR	FLOWOOD	MS	39232
268	THAWNG THA ENTERPRISE INC	(801) 577-7616	110 PROMENADE BLVD	FLOWOOD	MS	39232
269	BAWI ZA HNEM	469-818-4815	1778 HIGHWAY 1 S	GREENVILLE	MS	7801
270	JOSHUA VANLALHRIATPUIA	(720) 763-0080	2380 MOUNT PLEASANT RD	HERNANDO	MS	38632
271	AYE TING RIN CHHAN	(662) 609-8899	3926 GOODMAN RD W	HORNE LAKE	MS	38637
272	JAMES VANLALROPEKA	(317) 550-8911	7251 INTERSTATE DR	HORNE LAKE	MS	38637
273	PENG CEU	214-229-1737	4910 I 55 N	JACKSON	MS	39211
274	ESTHER & GRACIE LLC	(240) 578-8547	41 STONEBROOK PLACE	JACKSON	MS	38305
275	RAM THANG	(641) 351-9262	1070 HIGHWAY 51	MADISON	MS	39110

276	VAN CEU	(469) 862-6988	115 COLONY CROSSING WAY	MADISON	MS	39110
277	KAP THANG	(317) 970-4641	7427 GOODMAN RD	OLIVE BRANCH	MS	38654
278	CT FRUITS LLC	(614) 641-3731	2013 UNIVERSITY AVE	OXFORD	MS	38655
279	BAWI SUNG	(214) 462-0020	201 LONNIE T JENKINS DR	PEARL	MS	39208
280	BAWI SUNG	(214) 462-0020	1167 HIGHWAY 49 S	RICHLAND	MS	39218
281	MOSES CEU	(214) 779-0417	7045 OLD CANTON RD	RIDGELAND	MS	39157
282	LAL MAWNG	(325) 266-7371	3095 GOODMAN RD E	SOUTHAVEN	MS	38672
283	KAP THANG	(317) 970-4641	465 STATELINE RD W	SOUTHAVEN	MS	38671
284	JOSEPH LIAN	(309) 206-0913	826 HIGHWAY 12 W	STARKVILLE	MS	39759
285	VANNUN THIANG	(308) 250-0837	930 BARNES CROSSING RD	TUPELO	MS	38804
286	SIANG PAR	(214) 574-6990	960 W MAIN ST	TUPELO	MS	38801
287	DAWT PAR	(641) 758-4971	3408 PEMBERTON SQUARE BLVD	VICKSBURG	MS	39180
288	NIANG SUAN LIAN	(260) 579-6984	1890 E 2ND ST	DEFIANCE	OH	43512
289	LAL HMING THANGA FANAI	(317) 519-1369	2939 S HIGHWAY 17	MURRELLS INLET	SC	29576

290	LAL HMING THANGA FANAI	(317) 519-1369	9610 N KINGS HWY	MYRTLE BEACH	SC	29572
291	ESTHER & GRACIE LLC	(240) 578-8547	11635 HIGHWAY 70	ARLINGTON	TN	38002
292	BIAK KHEN PAR	(936) 355-7266	11630 HIGHWAY 51 S	ATOKA	TN	38004
293	CHHUNG LAWMA	(443) 820-8402	7615 US HIGHWAY 70	BARLETT	TN	38133
294	JENNY TLUANG	(678) 471-9807	2942 KIRBY WHITTEN RD	BARLETT	TN	38134
295	LAL MAWNG	(325) 266-7371	240 NEW BYHALIA RD	COLLIERVILLE	TN	38017
296	KAP THANG	(317) 970-4641	3685 S HOUSTON LEVEE RD	COLLIERVILLE	TN	38017
297	LAL ZING	(317) 885-8052	1230 N HOUSTON LEVEE RD	CORDOVA	TN	38018
298	LAL ZING	(317) 885-8052	676 N GERMANTOWN PKWY	CORDOVA	TN	38018
299	JAMES LIAN	(770) 862-3997	2525 LAKE RD	DYERSBURG	TN	38024
300	JOHN FOOD LLC	(614) 290-3650	7735 FARMINGTON BLVD	GERMANTOWN	TN	38138
301	VAN SANG	(317) 331-8843	35 W UNIVERSITY PKWY	JACKSON	TN	38305
302	TIAL HNEM	(417) 619-1264	941 N PARKWAY	JACKSON	TN	38305
303	JAMES FAMILY LLC	(469) 630-5174	9025 US HWY 64	LAKELAND	TN	38002
304	RUAL HEI	469-508-4282	4264 SUMMER AVE	MEMPHIS	TN	38122

305	RUAL HEI	469-508-4282	1759 UNION AVE	MEMPHIS	TN	38104
306	BERLY MORALES RAMOS	(859) 443-4632	1212 E SHELBY DR	MEMPHIS	TN	38116
307	AYE TING RIN CHHAN	(662) 609-8899	4770 RIVERDALE RD	MEMPHIS	TN	38141
308	JOHN FOOD LLC	(614) 290-3650	3444 PLAZA AVE	MEMPHIS	TN	38111
309	RO HLU PUI	(317) 690-1206	799 TRUSE PKWY	MEMPHIS	TN	38117
310	ELLEN AYHON	901-608-5092	3860 AUSTIN PEAY HWY	MEMPHIS	TN	38128
311	NGUN PAR	(317) 658-1546	2835 KIRBY PKWY	MEMPHIS	TN	38119
312	LAL MAWNG	(325) 266-7371	1366 POPLAR AVE	MEMPHIS	TN	38104
313	HAE KEE	(678) 436-1780	8039 US HIGHWAY 51 N	MILLINGTON	TN	38053
314	NGUN VEL	(470) 696-4185	7265 HIGHWAY 64	OAKLAND	TN	38060
315	BAWI THA CUNG	317-478-2239	1059 MINERAL WELLS AVE	PARIS	TN	38242
316	NUN KHUA THIANG	(980) 319-6252	775 PICKWICK ST	SAVANNAH	TN	38372
317	BIAK LIAN THALOP	(317) 935-9852	500 DELAWARE AVE	CHARLESTON	WV	25302
318	AWNG SUT	(402) 281-6264	102 EMILY DR	CLARKSBURG	WV	26301
319	PAU SIAN MANG	(260) 557-9383	981 DUNBAR VILLAGE PLZ	DUNBAR	WV	25064
320	SAI NAY MYO	(929) 383-8295	1851 EARL CORE RD	MORGANTOWN	WV	26505

321	SAI NAY MYO	(929) 383-8295	350 PATTESON DR	MORGANTOWN	WV	26505
322	SAW AUNG KO LATT	(317) 652-4057	930 DIVISION ST	PARKERSBURG	WV	26101
323	SAW AUNG KO LATT	(317) 652-4057	2007 SEVENTH ST	PARKERSBURG	WV	26101
324	ZIN NOO WIN	(909) 557-8335	101 GREAT TEAYS BLVD	SCOTT DEPOT	WV	25560

Please note, certain of the above owners own more than one Franchised Produce Kiosk. Duplicates have been removed from the list above.

The name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee or independent contractor who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business with Franchisor during the most recently completed fiscal year or who has not communicated with the Franchisor within 10 weeks of the disclosure document issuance date is listed below:

#	Owner	Phone	City	State
1	RUA BOI	678-558-9091	ACWORTH	GA
2	FRANCIS THA CUNG LIAN	327-453-6301	CANTON	GA
3	LAI CEM	317-874-8390	DALTON	GA
4	DI ZIN AYE	678-520-0529	WOODSTOCK	GA
5	HAKHA FRESH SUSHI LLC/ UK THA THANG	(317) 362-4019	ANDERSON	IN
6	CUNG LIAN PAR	317-767-9720	ELKHART	IN
7	MAL SAWMSANGA RALTE	3017415942	ELKHART	IN
8	KHUPTHAWN KIM	2604453467	FORT WAYNE	IN
9	SUI THA	3177757583	GREENWOOD	IN
10	VAN NEIH THANG	4632370317	INDIANAPOLIS	IN
11	LENG ZA CUNG	979-777-5625	LAPORTE	IN
12	SALAI MAUNGKHIN	3174891243	NEW CASTLE	IN
13	VAN SANG	3173549899	NOBLESVILLE	IN
14	SANG BIAK THANG ZOTHANG	3173198223	SOUTH BEND	IN
15	CUNG LIAN PAR	317-767-9720	SOUTH BEND	IN
16	MIN MIN TIN WIN	317-599-2180	TERR HAUTE	IN
17	JOHN SANG ZA LIAN LYAN	3175263483	BAY CITY	MI
18	LEN HOI ZI	616-337-2017	CLINTON TWP	MI
19	GOSPEL THANG NGA	3179461273	FLINT	MI

20	TIAL DIN SUNG	5154441002	FLINT	MI
21	BABY SANG	616-219-5961	GROSSE POINT	MI
22	MANG HLEI	317-358-6563	GROSSE POINT	MI
23	KAM CUNG LING	248-787-7887	LAPEER	MI
24	SUPANGKAR BARUA	9175920761	PLYMOUTH	MI
25	LAL RIN CHANA	(317) 750-2199	BRANDON	MS
26	BIAK LAL	6418541656	BYRAM	MS
27	LAL MAL SAWMA	317-603-8404	HORN LAKE	MS
28	ZO NUN SANG	2405788547	ARLINGTON	TN
29	ZO NUN SANG	2405788547	ARLINGTON	TN
30	TI DA AYE	502-861-2594	ARLINGTON	TN
31	RUAL HEI	469-508-4282	CORDOVA	TN
32	RO HLU PUI	317-690-1206	MEMPHIS	TN
33	NGUN PANG PAR	317-658-1546	MEMPHIS	TN
34	MICHAEL SANG	(317) 213-4024	MEMPHIS	TN
35	SALAI MAUNGKHIN	3174891243	MEMPHIS	TN

EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE
AGREEMENT

[Applicable State Addenda, if any, follows]

EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT
FORM OF GENERAL RELEASE

Dated: _____, 20__

Reference is made to the Franchise Agreement, dated as of _____, 20__ (the “Franchise Agreement”), between the undersigned (“Franchisee”) and Supreme Service Solutions, Inc., a Texas corporation (“Franchisor”). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the Franchise Agreement.

1. **General Release.** Franchisee, for himself/herself and his/her family, heirs, spouse, agents, executors, administrators, legal representatives and their respective successors and assigns (each, a “Releasing Party”), in consideration for the opportunity to renew or transfer the Franchise Agreement, as applicable, does hereby irrevocably, fully, knowingly, voluntarily and unconditionally release and forever discharge (i) Franchisor, (ii) each current and former affiliate (including subsidiaries) of any person or entity referenced in the immediately preceding clause (i), each current and former direct or indirect shareholder, member or other equity holder of any person or entity referenced in the immediately preceding clauses (i), and each current and former affiliate (including subsidiaries) of each such shareholder, member and each such other equity holder; (iii) each predecessor, successor, heir, and assign of any person or entity referenced in any of the immediately preceding clauses (i) through (ii), whether or not acting in his, her or its representative or individual capacity; and (iv) each current and former attorney, agent, insurer, trustee, fiduciary, advisor, director, manager, principal, officer, benefit plan, benefit plan fiduciary, shareholder, member, general partner, limited partner, other equity holder, representative, control person or entity or employee of any persons or entities referenced in any of the immediately preceding clauses (i) through (iii) (and each other person or entity with a functionally equivalent role of a person or entity holding such titles notwithstanding the lack of such title or any other title) and each of their respective predecessors, successors, heirs, agents and assigns (all of the persons and entities referenced the immediately preceding clauses (i) through (iv) are collectively referred to herein as the “Released Parties”) from any and all actions, accounts, agreements, claims, contracts, covenants, debts, demands, obligations, suits, counter-claims, defenses, rights, omissions, promises, damages, losses, contingencies, judgments, fines, penalties, charges, costs (including, without limitation, attorneys’ fees and costs of defense and investigation), expenses and liabilities of any kind and nature whatsoever, whether known or unknown, absolute or contingent, suspected or unsuspected, matured or unmatured, in contract, tort, by statute, at law in equity or otherwise (collectively, “Claims”) which any Releasing Party may now own, hold, have or claim to have, in each case, against any of the Released Parties for, upon or by reason of any nature, cause, action or inaction or thing whatsoever which arises from the beginning of the world to time of the execution and delivery of this Agreement by the Franchisee (collectively, the “Released Claims”), it being expressly understood that the Released Claims include, without limitation, all Claims under the Franchise Agreement and all Claims under any applicable laws, whether for tort, breach of express or implied employment contract, wrongful discharge, intentional infliction of emotional distress, or defamation or injuries incurred on the job.

2. **Covenant Not to Sue.** Franchisee, on behalf of Franchisee and all of the other Releasing Parties, covenants that Franchisee will not (and that Franchisee will cause all other persons or entities who may seek to claim as, by, through or in relation to any of the Releasing

Parties or any of the matters released by or on behalf of the Releasing Parties in this General Release of Claims not to) sue any of the Released Parties on the basis of or in any way relating to any Released Claim (regardless of whether the release of any such Released Claim is enforceable under, or prohibited by, applicable law or otherwise).

3. **Rights Excluded from Release.** Notwithstanding anything in Section 1 of this Exhibit A to the contrary, this General Release of Claims shall not apply to any rights or claims that may arise as a result of events occurring after the date this General Release of Claims is executed. Franchisee understands and agrees that except for Franchisee's specific rights enumerated in the immediately preceding sentence, Franchisee's release in Section 1 of this Exhibit A above constitutes a general as well as a specific release of each of the Released Parties from all Released Claims.

4. **No Pending Actions.** Franchisee represents and warrants to Franchisor that the Releasing Parties are the sole owners of all of the Released Claims and have not sold, assigned, transferred or otherwise disposed of or encumbered any of the Released Claims. Franchisee further represents and warrants that Franchisee has not filed or initiated, or caused to be filed or initiated, any complaint, claim, charge, or cause of action of any type against any of Released Parties in any federal or state court or with any federal, state or local governmental agency. Franchisee agrees that Franchisee will not file or initiate, or cause to be filed or initiated, any complaint, claim, charge, or cause of action of any type against any of the Released Parties in any federal or state court or with any federal, state or local governmental agency. Franchisee further agrees not to be a member of any class action in any court or before any governmental agency or in any private forum seeking relief against any of the Released Parties based on or arising out of any of the Released Claims and waives any right to, and agrees that Franchisee will not accept, any monetary relief or any other form of relief as a result of any such class action. Franchisee shall indemnify and hold harmless all of the Released Parties against whom any such claim, charge, cause of action, or proceeding is brought from and against any and all reasonable attorneys' fees, costs, witness fees, expert witness fees and out-of-pocket expenses incurred by any of them in defending against such Released Claims or as a result of any judgment, order, or fine imposed or settlement made as to any such Released Claims in connection with any such charge, claim, cause of action or other proceeding.

5. **No Unpaid Compensation.** Franchisee acknowledges and agrees that, as of the date of execution of this General Release of Claims, Franchisee is not owed any Franchisee Payment or other compensation or payments by the Franchisor or any other Released Party.

6. **Recommendation to Seek Counsel.** Franchisee acknowledges that Franchisee has read this General Release of Claims, that Franchisee has been advised that he/she should consult with an attorney before he/she executes this general release of claims, and that Franchisee understands all of its terms and executes it voluntarily and with full knowledge of its significance and the consequences thereof.

7. **Misc.** Franchisee acknowledges that this General Release of Claims will be subject to the governing law, venue, jurisdiction, jury trial waiver, and other dispute resolution and interpretation provisions set forth in the Franchise Agreement, which are hereby incorporated by

reference as if fully set forth herein. This General Release of Claims will inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors, and assigns.

[Signature Page Follows]

FRANCHISEE:

Name:

_____, 20__

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	Pending
Indiana	January 10, 2025
Maryland	
Michigan	December 21, 2024
Minnesota	
New York	
North Dakota	
Rhode Island	February 10, 2025
South Dakota	
Virginia	
Washington	Pending
Wisconsin	January 28, 2025

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.

ITEM 23 RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If SSS offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

Indiana and Michigan require us to provide you the disclosure document at least ten (10) business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Hawaii, Minnesota, and North Dakota require us to provide you the disclosure document at least seven (7) business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Maryland requires us to provide you the disclosure document at the earlier of your reasonable request to receive a copy of this Franchise Disclosure Document or fourteen (14) days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If SSS 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 any applicable state agency. Please see Exhibit D for a list of state agencies. Exhibit B contains a list of our agents for service of process.

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Katie Aung	251 Renner Pkwy, Richardson, TX, 75080	972-402-9498

Issuance Date: January 27, 2025

I received a disclosure document dated January 27, 2025. The disclosure document included the following Exhibits and their attachments:

- Exhibit A – Franchise Agreement
- Exhibit B – Agents for Service of Process
- Exhibit C – Unaudited Opening Balance Sheet
- Exhibit D – List of State Administrators
- Exhibit E – List of All Current and Former Franchisees
- Exhibit F – State Specific Addenda to Franchise Disclosure Document and Franchise Agreement
- Exhibit G – Form of General Release

Dated:_____

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

(Name of Entity)

By:_____

(Signature)

(Print Name, Title)

If an individual:

(Signature)

(Print Name)

[Keep these pages for your own records]

ITEM 23 RECEIPT

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Hawaii, Minnesota, and North Dakota require us to provide you the disclosure document at least seven (7) business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Maryland requires us to provide you the disclosure document at the earlier of your reasonable request to receive a copy of this Franchise Disclosure Document or fourteen (14) days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If SSS 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 any applicable state agency. (Please see Exhibit D for a list of state agencies.) Exhibit B contains a list of our agents for service of process.

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Dated:_____

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

(Name of Entity)

By:_____

(Signature)

(Print Name, Title)

If an individual:

(Signature)

(Print Name)

[Sign and return these pages to us.]