FRANCHISE DISCLOSURE DOCUMENT
TAP TRAILER CO. FRANCHISING, LLC
A Wyoming limited liability company
13547 Ventura Boulevard, #179
Sherman Oaks, California 91423
Telephone: (310) 497-3005
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Tap Trailer Co. Franchising, LLC, a Wyoming limited liability company, offers franchises for the operation of businesses using unique pre-designed and pre-equipped mobile beverage and food service trailers to serve a variety of alcoholic beverages and snacks at celebrations, events and festivals. We offer the rights for 2 different franchises in this Disclosure Document:

Single Tap Trailer Program. Under the Single Tap Trailer Program, you will sign a Franchise Agreement to operate a single Tap Trailer Business. The total investment necessary to begin operations of a Tap Trailer Business ranges from approximately $112,875 to $184,425. This includes $83,255 to $85,755 that must be paid to us or our affiliate.

Area Development Program. Under the Area Development Program, we assign a defined area within which you must operate and open 2 or more Tap Trailer Businesses within a specified period of time. The total investment necessary to begin operations of your first of two Tap Trailer Businesses under an Area Development Agreement ranges from approximately $123,875 to $196,425. This includes $93,255 to $97,755 that must be paid to us or our affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, Jennifer Disotell, Tap Trailer Co. Franchising, LLC, 13547 Ventura Boulevard, #179, Sherman Oaks, California 91423; (310) 497-3005; jennifer@taptrailerco.com.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this Disclosure Document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. 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: OCTOBER 19, 2020.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit K.
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 H includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Tap Trailer 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 Tap Trailer franchisee?	Item 20 or Exhibit K lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with us by litigation only in California. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to sue us in California than in your own state.

2. **Spousal Liability**. The Franchisee's spouse may in some circumstances be required to sign a personal guarantee making the spouse jointly and severally liable for the obligations of the franchisee under the franchise agreement which also places the spouse's personal and marital assets at risk. You may want to consider this when making a decision to purchase this franchise opportunity.

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.

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT
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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Tap Trailer Co. Franchising, LLC

Tap Trailer Co. Franchising, LLC, a Wyoming limited liability company ("**Franchisor**"), was organized on May 20, 2019, and is the franchisor for Tap Trailer businesses that use unique pre-designed and pre-equipped mobile beverage and food service trailers to serve a variety of alcoholic beverages and snacks at celebrations, events and festivals. You may also sell related services and products that we designate. To simplify the language in this Disclosure Document, "**Franchisor**," "**we**" and "**us**" means Tap Trailer Co. Franchising, LLC. "**You**" or "**Franchisee**" means the business entity, person or persons who sign the Franchise Agreement.

Franchisor's Parents, Predecessors and Affiliates

We have no predecessors or parent companies. Our affiliate, Tap Trailer Co. Equipment, LLC, a Wyoming limited liability company (the "**Equipment Company**"), was organized on July 31, 2020 and produces the unique pre-designed and pre-equipped mobile beverage and food service trailers that you must purchase and use at your Tap Trailer Business. The Equipment Company also sells beverage carts and branded products that you may purchase and use at your Tap Trailer Business. Our affiliate, Tap Trailer Co., LLC, a California limited liability company (the "**Operating Company**"), was organized on January 26, 2018 and has owned and operated a Tap Trailer Business of the type being franchised under this Disclosure Document located at 13547 Ventura Boulevard, #179, Sherman Oaks, CA 91423, since June 2018 (the "**Affiliate-Owned Tap Trailer Business**"). Except for the Equipment Company, we do not have any affiliates that provide products or services to our franchisees.

In addition, from November 2018 through October 2019, the Operating Company granted licensees (the "**Licensees**") the right to use the "**Tap Trailer Marks**" and the "**Tap Trailer System**" to operate Tap Trailer Business under License Agreements with the Operating Company (the "**License Agreements**"). As of the date of this Disclosure Document, there are 3 Licensees operating Tap Trailer Businesses and each are listed on **Exhibit J** attached to this Disclosure Document. The Operating Company no longer offers License Agreements or grants any rights to Licensees to operate Tap Trailer Businesses.

Neither we, the Equipment Company, nor the Operating Company have ever offered franchises in this business or in any other line of business. We do not operate any Tap Trailer Businesses. We have offered our franchises for sale since the issuance date of this Disclosure Document, and neither we, the Equipment Company, nor the Operating Company conduct any other business activities. We do not do business under any other names. Our principal business address and the principal business address of the Equipment Company and the Operating Company is 13547 Ventura Boulevard, #179, Sherman Oaks, California 91423.

The Tap Trailer Franchise

We and the Operating Company have developed the Tap Trailer system (the "**Tap Trailer System**") for the operation of Tap Trailer businesses ("**Tap Trailer Businesses**") that operate under the trade names and service marks "**Tap Trailer**", "**Bubble Tap Trailer**", "**Cocktail Tap Trailer**" and other logos and commercial symbols (collectively, the "**Tap Trailer Marks**"). A Tap Trailer Business uses unique pre-designed and pre-equipped mobile beverage and food service trailers ("**Tap Trailers**") to serve a variety of alcoholic beverages and snacks at celebrations, events and festivals. You may also sell related services and products that we designate. We

offer 2 separate franchises in this Disclosure Document, though we may not necessarily allow you the opportunity to purchase under either of these programs:

Single Tap Trailer Program. Under this program, you will sign a Franchise Agreement (**Exhibit A**) to operate a single Tap Trailer Business at "**Approved Venues**" in a defined geographic area which you choose and which we accept (the "**Protected Area**"). "**Approved Venues**" are a broad variety of possible celebration, event and festival sites for the use of Tap Trailers, including, without limitation, fairs, sporting events, conventions, rodeos, trade shows, grand openings, seminars, a location within a captive market site, another primary business or in conjunction with other businesses or at institutional settings including office buildings and business complexes, arenas, stadiums and entertainment venues, health clubs and recreational facilities, airports, train and bus stations, toll road facilities and other transportation terminals and related facilities, educational, medical, governmental and other types of institutional facilities, shop-in retail locations or shop-in restaurant locations, grocery stores, restaurants and movie theaters, food courts operated by a master concessionaire and any site for which the lessor, owner or operator limits the operation of its food service facilities to a master concessionaire or contract food service provider.

Area Development Program. Under this program, we assign a defined area (the "**Territory**") within which you, as an area developer ("**Area Developer**"), must open and operate a certain number of Tap Trailer Businesses within a specified period of time. The Territory may be one city, one or more counties, or some other defined geographic area. We may not always afford you the opportunity to operate the number of Tap Trailer Businesses that you request. You will sign an Area Development Agreement (**Exhibit B**), which will describe your Territory and your development schedule and obligations. You and we will determine the Territory and the number of Tap Trailer Businesses that you will operate and operate on a case-by-case basis before you sign your Area Development Agreement. You must sign a separate Franchise Agreement for each Tap Trailer Business that you will open under the Area Development Agreement. The Franchise Agreement for your first Tap Trailer Business will be in the form attached as **Exhibit A** to this Disclosure Document and must be signed when you sign your Area Development Agreement. The Franchise Agreements you will sign for your additional Tap Trailer Businesses will be signed after we accept the site for each Tap Trailer Business and will be our then-current form of Franchise Agreement that we are then offering to new franchisees. These Franchise Agreements may contain terms and conditions that are materially different from the form of Franchise Agreement attached to this Disclosure Document as **Exhibit A**. Your Tap Trailer Businesses will operate Tap Trailers only at Approved Venues in your Territory.

Under both of our franchise programs, franchisees or area developers may be individuals or entities who meet our then-current requirements for franchisees or area developers. These requirements may include the signing of personal guarantees (Exhibit C to Franchise Agreement) by some or all of the individuals holding an equity interest in the franchisee or area developer. In addition, you, and each affiliate who has a currently effective Franchise Agreement with us, must sign a General Release (**Exhibit D**), as a condition to entering into a new Franchise Agreement.

Renewals

If you are signing your Franchise Agreement for the renewal of an existing Franchise (a "**Renewal Franchise**"), some of the terms of your new Franchise Agreement may be modified or different from the terms of your existing Franchise Agreement. In addition, you, and each affiliate who has a currently effective Franchise Agreement with us, must sign a General Release (**Exhibit D**), as a condition to entering into a new Franchise Agreement.

Competition

The typical Tap Trailer Businesses are mobile trailers, on wheels, and can be moved from location to location. You will compete with other local businesses, as well as many local, regional, and national restaurant and bar chains, including franchised operations, independently-owned companies, and other beverage and food service businesses offering similar products for mobile consumption. Competition in the mobile food and beverage business is intense. In addition, competition for qualified management and supervisors, skilled labor and unskilled labor for the mobile food and beverage industry is significant, which may cause labor costs to be higher than average.

Special Industry Regulation

Federal, state and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Tap Trailer Business, including those which (a) establish general standards, specifications and requirements for the construction, design and maintenance of the Tap Trailer; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for bars; employee practices concerning the storage, handling, cooking and preparation of food; restrictions on smoking; availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness, (e) control the sale of alcoholic beverages (f) govern the use of vending machines, (g) regulate the operation and movement of motor vehicles and concession trailers; and (h) regulate the proper use, storage and disposal of waste, insecticides, and other hazardous materials. There are numerous laws and regulations regarding the sale and service of alcoholic beverages, which are specific to each state. In California, Tap Trailer Businesses may not sell alcohol. If you are operating a Tap Trailer at a private event, the event host will purchase alcohol from a properly licensed third-party, which will typically be a retail business, a restaurant or a caterer. In this case, you may only serve alcohol at a private event. If you are operating at a public event, the event host must be properly licensed to sell alcohol at the event and you may only serve alcohol at the public event. However, laws and regulations regarding alcohol sale and service vary widely depending on the state in which you are operating, and you are solely responsible for investigating and complying with any applicable laws and regulations. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Tap Trailer Business and should consider both their effect and cost of compliance.

In addition, you must comply with all local, state, and federal laws that apply to your Tap Trailer Business including health, sanitation, no smoking, EEOC, OSHA, discrimination, employment, and sexual harassment laws. You must comply with all menu and menu board labeling laws and rules requiring restaurant to disclose certain calorie or other nutritional information about the foods they sell, including, for example, the FDA's rule titled Nutrition Labeling of Standard Menu Items in Restaurants and Similar Food Establishments. The Americans with Disability Act of 1990 requires readily accessible accommodation for disabled people and therefore may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. You must obtain all required real estate permits, licenses and operational licenses. California law requires each food facility that meets specified criteria (which cover franchised outlets with at least 19 other franchised outlets with the same name among certain other food facilities) to provide nutritional information that includes, per standard menu item, the total number of calories, grams of saturated fat, grams of trans fat, and milligrams of sodium and to have menu boards to include the total number of calories. Other states and cities may have laws similar to these laws.

The Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims. NLEA applies to virtually all foods in the food supply, including food served and sold in bars and restaurants. While NLEA specifies a number of exemptions for bars and restaurants, there are many instances where a nutritional label is required. The Food and Drug Administration's *Nutritional Labeling Guide for Restaurants and Other Retail Establishments* provides answers to commonly asked questions regarding the application of NLEA. Certain health care laws additionally contain provisions that require disclosure of nutrition and calorie information in chains of more than 20 locations.

The Payment Card Industry Data Security Standard ("**PCI**") requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data.

You should consult with your attorney concerning these and other local laws and ordinances that may affect your Tap Trailer Business.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer **Jennifer Disotell**

Jennifer Disotell has been our Chief Executive Officer since May 2019. She has also been the Co-owner of the Operating Company since January 2018. From August 2012 to December 2017, Ms. Disotell was the owner of Digital Media for Businesses, Inc. in Cheyenne, Wyoming.

Chief Operations Officer **Nicole Disotell**

Nicole Disotell has been our Chief Operations Officer since May 2019. She has also been the Co-owner of the Operating Company since January 2018. From August 2012 to May 2018, Ms. Disotell was the owner of Taste Agency in Los Angeles, California.

Managing Director of Franchise Development **Cynthia Eskew**

Cynthia Eskew has been our Managing Director of Franchise Development since May 2019. Since August 2019, she has also been a Planning Manager, Amazon at Warner Brothers in Burbank, California and Managing Partner at Tap That, LLC in Sherman Oaks, California. From September 2018 to August 2019, Ms. Eskew was a self-employed business development consultant in Sherman Oaks, California. From March 2018 to September 2018, Ms. Eskew was the Director of Market Analysis and Content Strategy at Global Road Entertainment in Los Angeles, California. From June 2015 to March 2018, Ms. Eskew was the Director of Sales, Marketing Analysis, Insights and Strategy for Broad Green Pictures in Los Angeles, California.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Single Tap Trailer Program

You must pay us an initial franchise fee of $35,000 (the "**Initial Franchise Fee**") when you sign your Franchise Agreement (**Exhibit A**). If you are signing the Franchise Agreement with the renewal of an existing franchise, you will pay a renewal fee in lieu of an Initial Franchise Fee when you sign the renewal Franchise Agreement as provided in your existing Franchise Agreement.

Area Development Program

You must pay us a development fee (the "**Development Fee**") of $10,000 for each Tap Trailer Business you will operate, other than your first Tap Trailer Business, when you sign your Area Development Agreement (**Exhibit B**) for a minimum of 2 Tap Trailer Businesses. You must also sign the Franchise Agreement for your first Tap Trailer Business and pay us an Initial Franchise of $35,000 when you sign the Area Development Agreement. When you sign a Franchise Agreement for your second and each subsequent Tap Trailer Businesses you will operate, you must pay us an Initial Franchise Fee of $35,000, less a Development Fee credit of $10,000.

Initial Purchases from Our Affiliate

Before you open your Tap Trailer Business for business, you must purchase your fully equipped Tap Trailer from our affiliate, the Equipment Company, which will be built according to our standards and specifications. The fully equipped trailer will cost $48,255. You must also reimburse the Equipment Company for delivery fees, which will range between $500 and $2,500, depending on delivery location.

Refunds, Different Fees and Financing

The Initial Franchise Fee and Development Fee are fully earned by us when paid and are not refundable under any circumstances. We use the proceeds from Initial Franchise Fee and Development Fee to defray a portion of our expenses in connection with the sale and establishment of franchises, such as: (i) costs related to developing and improving our services; (ii) expenses of preparing and registering this Disclosure Document; (iii) legal fees; (iv) accounting fees; (v) costs of obtaining and screening franchisees; and (vi) general administrative expenses. We may reduce, finance, defer or waive the Initial Franchise Fee or Development Fee if and when we determine it is warranted by a unique or compelling situation. We generally do not provide financing for the Initial Franchise Fee or Development Fee. We may do so if and when we determine it is warranted by a unique or compelling situation.

ITEM 6
OTHER FEES[1]

Name of Fee	Amount	Due Date	Remarks
Continuing Royalty Fee[2]	The greater of 7% of Gross Sales or the Monthly Minimum Royalty	On the 10th day of each calendar month on the Gross Sales of the Tap Trailer Business during the immediately preceding calendar month	The Monthly Minimum Royalty is based on the population of your Protected Area. Gross Sales includes all revenue from your Tap Trailer Business operations. Gross Sales do not include the amount of bona fide refunds paid to customers and the amount of any sales or use taxes actually paid to any governmental authority and the retail price of any coupons, gift certificates and vouchers when they are redeemed.
Advertising Fund Fee	We do not currently require you to pay an Advertising Fund Fee. If and when we establish an Advertising Fund, you must pay the greater of 2% of Gross Sales or $250 as an Advertising Fund Fee.	On the 10th day of each calendar	The Advertising Fund Fee will be in addition to your local advertising expenditure. We reserve the right to increase the Advertising Fund Fee up to the greater of 3% of Gross Sales or $250 upon 90 days' written notice to you.
Local Advertising[3]	Monthly Minimum Local Advertising Expenditure	As Arranged	The Monthly Minimum Local Advertising Expenditure is based on the population of your Protected Area. This amount is not paid to us. You must spend the required Monthly Minimum Local Advertising Expenditure each calendar month on local advertising and promotion of the Tap Trailer Business.
Cooperative Advertising	As determined by each Co-Op Advertising Region, but not to exceed $2,500 per month.	Established by us	You must contribute to the Co-Op if we establish a Co-Op Advertising Coverage Area for the region where your Tap Trailer Business is located. Any amount you must contribute to the co-op will be credited against the amount which you must spend on local advertising under Section 10.2 of your Franchise Agreement.

Name of Fee	Amount	Due Date	Remarks
Late Charge[4]	$200 plus 1-1/2% on the amount outstanding per month, not to exceed the maximum interest rate allowed by law, from the date payment was due until paid in full	Continues to accrue until paid	Payable only if any check, draft, electronic or other payment is unpaid because of insufficient funds or if any sums due to us are not paid promptly when due.
Pre-Opening Additional Initial Training Fee	$500 per additional trainee plus your out-of-pocket expenses, including transportation, food and lodging.	On demand	We will provide an initial training program for up to 4 supervisorial or managerial employees. If you send more than 4 people to the Pre-Opening Initial Training Program, you must pay this Pre-Opening Additional Initial Training Fee per additional trainee.
Post-Opening Additional Initial Training Fee	$3,000 for each of your employees who attends post-opening Additional Initial Training Programs, plus your out-of-pocket expenses, including transportation, food and lodging.	On demand	If, following the opening date of your Tap Trailer Business, you request us to provide additional Initial Training Programs for new or replacement supervisorial or managerial personnel, you must pay this Post-Opening Additional Initial Training Fee.
Post-Opening Additional/Remedial Training Program Daily Fee	$500 per day for each of our employees who provide post-opening Additional Training Programs, plus your out-of-pocket expenses, including transportation, food and lodging.	On demand	We may require you and your general manager to attend additional and remedial training programs, at our discretion.
Post-Opening On-Site Assistance	No charge for your first Tap Trailer Business; then, a fee established by us (currently $500 per person, per day) plus our out-of-pocket expenses, including transportation, food and lodging	On demand	We will provide you with up to 2 members of our opening assistance team to assist you for up to 2 days before and 2 days after the opening date of your first Tap Trailer Business. You must pay us our then-current daily fee to provide the Opening Assistance Team if the Opening Assistance Team remains at your Tap Trailer Business for more than 4 days, or if you ask us to provide you with an Opening Assistance Team for your second or

Name of Fee	Amount	Due Date	Remarks
			subsequent Tap Trailer Businesses. You must also pay all transportation costs, food, lodging and similar costs incurred for the Opening Assistance Team.
Technology Fee	Currently, $2,500 annually	Annually	Includes cost for support for our development and maintenance of online management platforms, including email, and booking software that you must use in your Franchised Business, including a trading platform and marketing portal. We may, on 90 days' written notice to you, increase the amount of the Technology Fee to an amount not to exceed $3,000 annually.
Consultation Fee	Currently $500 per day	On demand	We may provide regular consultation and advice to you in response to your inquiries regarding administrative and operating issues. You must pay all transportation costs, food, lodging and similar costs that may be incurred by us to provide these services.
Inspection Fee	$500 per re-inspection	On demand	Payable if we must revisit the Tap Trailer Business for another inspection after you have already been notified of any deficiency or unsatisfactory condition at the Tap Trailer Business, including quality, cleanliness, service, and health.
Insurance	Amount of unpaid premiums and our out of pocket costs	On demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Transfer Fee (Franchise Agreement and Area Development Agreement)	$10,000	Before transfer	Payable if you transfer/assign your Franchise Agreement or Area Development Agreement.

Name of Fee	Amount	Due Date	Remarks
Non-Cash Payment System	All costs associated with non-cash payment systems	As incurred	You must accept debit cards, credit cards, stored value gift cards or other non-cash payment systems we specify to enable customers to purchase Authorized Tap Trailer Products.
Default Reimbursement	Our costs and expenses from your default	Within 5 days after you cure your default or on demand if the default is not cured	Payable only if you default under the Franchise Agreement.
Audit[3]	Cost of audit plus 1.5% per month (18% per year), but not exceeding the maximum legal rate, which is currently 10% in California.	On demand	Payable only if audit shows an understatement of 3% or more of Gross Sales.
Interim Management Fee	To be determined	As incurred	If you are in default under the Franchise Agreement, and we elect to assume interim management of your Tap Trailer Business during the pendency of any cure period or in lieu of immediately terminating your Franchise Agreement, we may charge you a reasonable fee for management services.
Renewal Fee (Franchise Agreement)	$15,000	When you deliver a renewal notice to us for your Franchise Agreement	This renewal fee will be in lieu of the Initial Franchise Fee payable when you "**renew**" your Franchise Agreement.
Renewal Fee (Area Development Agreement)	$15,000	When you deliver a renewal notice to us for your Area Development Agreement	
Gross-Up Fees	Varies with circumstances	On demand	To ensure that we receive a full 7% of Gross Sales or the Monthly Minimum Royalty, whichever is greater, as a Continuing Royalty Fee and the full Advertising Fund Fee that is due, you must pay us, whether in arrears, in advance, in a lump sum or in the same manner that you pay us Continuing Royalty

Name of Fee	Amount	Due Date	Remarks
			Fees and Advertising Fund Fees, the amount of all taxes we must pay on revenue we earn or collect based upon your use of our intellectual property or other intangibles or based upon the existence of the Franchise Agreement.
New Product and Supplier Testing	Actual cost of inspection and testing; $1,000 must be paid as a deposit.	As incurred with the $1,000 fee paid as a deposit before inspection	If you propose to purchase any goods or materials from a supplier that we have not previously approved, you must submit a written request to us for approval or you must request the supplier itself to do so. We have the right to require, as a condition of our approval, that our representatives are permitted to inspect the supplier's facilities, and that you deliver to us and/or to an independent, certified laboratory designated by us, all information, specifications and samples that we designate for testing. You must pay us a fee which will not to exceed the actual cost of the inspection and testing.
Post-Termination Gross Sales Fee	7% of all revenue derived from the operation of the Competitive Business.	10th day of each month on the Post Termination Gross Sales of the Competitive Business during the preceding calendar month.	Payable if you operate a Competitive Business after the expiration, termination or assignment of your Franchise Agreement in violation of the covenants in your Franchise Agreement.
Relocation Fee	$2,500	When we approve your request to relocate your Tap Trailer Business.	You must obtain our consent to the relocation of your Tap Trailer Business.
Franchise Conference Fee	$500	Upon demand at least 30 days before the date of the Annual Franchise Conference.	You must pay us a Franchise Conference Fee to reimburse us for a portion of our direct costs to provide the Annual Franchise Conference, whether or not you attend the conference.

Name of Fee	Amount	Due Date	Remarks
Sanitation and Food Safety Audits	Cost of the inspection.	On demand	We may, in our sole discretion, contract with a third party to conduct sanitation and food safety audits during the term of your Franchise Agreement.
Reimbursement for Payments Made to Approved Suppliers	Varies	As incurred	If we receive notice from an Approved Supplier that you are over 60 days past due on any payment owed to the Approved Supplier, and you have not previously provided notice to the Approved Supplier disputing the overdue amount, we will have the right, but not the obligation, to make payment to the Approved Supplier on your behalf and to reimburse our self for the amount we paid by electronic funds transfer from your bank account.
Private Offering Fee (Franchise Agreement and Area Development Agreement)	$10,000 or such greater amount as is necessary to reimburse us for our reasonable costs and expenses with reviewing the proposed offering.	Before offering	Payable for each proposed private offering of securities, partnership or other ownership interests in Franchisee and is in addition to any Transfer Fee under any Franchise Agreement and/or Area Development Agreement.

NOTES:

1. Unless otherwise noted above, all fees are uniformly imposed by and payable to us by electronic funds transfer or other automatic payment mechanism we designate and are non-refundable.

2. Each Royalty payment must be accompanied by a statement of Gross Sales for the preceding calendar month. The Monthly Minimum Royalty is based on the population of your Protected Area:

Population	Monthly Minimum Royalty
Up to 500,000	$600
750,000	$700
1,000,000	$800
1,250,000	$900
1,500,000	$1,000
1,750,000	$1,100
2,000,000	$1,200
2,250,000	$1,300
2,500,000	$1,400
2,750,000	$1,500

Population	Monthly Minimum Royalty
3,000,000	$1,600
3,250,000	$1,700
3,500,000	$1,800
3,750,000	$1,900
4,000,000	$2,000
4,250,000	$2,100
4,500,000	$2,200
4,750,000	$2,300
5,000,000	$2,400

3. The Monthly Minimum Local Advertising Expenditure is based on the population of your Protected Area:

Population	Monthly Minimum Local Advertising Expenditure
Up to 500,000	$600
750,000	$700
1,000,000	$800
1,250,000	$900
1,500,000	$1,000
1,750,000	$1,100
2,000,000	$1,200
2,250,000	$1,300
2,500,000	$1,400
2,750,000	$1,500

Population	Monthly Minimum Local Advertising Expenditure
3,000,000	$1,600
3,250,000	$1,600
3,500,000	$1,600
3,750,000	$1,600
4,000,000	$1,700
4,250,000	$1,700
4,500,000	$1,700
4,750,000	$1,700
5,000,000	$1,700

4. Interest begins from the date of the underpayment.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – SINGLE TAP TRAILER BUSINESS

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
BUILD-OUT COSTS					
Trailer, Equipment, Graphics & Art[1]	$48,255	$48,255	Cash	When You Sign Your Franchise Agreement	Equipment Company
Delivery Fee[2]	$500	$2,500	As Arranged	As Incurred	Equipment Company
Vehicle[3]	$0	$35,000	As Arranged	As Incurred	Approved Supplier
Business Licenses and Permits[4]	$1,500	$3,000	Cash	As Incurred	City, County, State
FURNITURE, FIXTURES, EQUIPMENT & SIGNAGE					
POS System and Software[5]	$750	$1,400	As Arranged	As Incurred	Approved Supplier
Equipment/Smallwares[6]	$1,370	$2,270	As Arranged	As Incurred	Approved Supplier

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
OTHER EXPENSES					
Opening Inventory	$3,000	$4,000	As Arranged	Before Opening	Approved Supplier
Grand Opening Marketing[7]	$5,000	$5,000	As Arranged	30 Days Before and 15 Days After Opening	Approved Supplier
Insurance – Liability, Property, Commercial Auto & Workers' compensation (initial deposit)	$5,000	$10,000	Cash	Monthly Premium	Insurance Carriers
Legal Fees/Organizational Expenses[8]	$1,000	$5,000	Cash	As Incurred	Legal & State
Training Expenses[9]	$1,500	$5,000	As Arranged	As Incurred	Airlines, Hotels, Restaurants
Initial Franchise Fee[10]	$35,000	$35,000	Cash	At signing	Us
ADDITIONAL FUNDS (3 months)[11]	$10,000	$25,000	Cash	As Incurred	Approved Suppliers & Employees
Grand Total[12]	**$112,875**	**$181,425**			

YOUR ESTIMATED INVESTMENT
AREA DEVELOPMENT AGREEMENT
(2 TAP TRAILER BUSINESSES)

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Investment Tap Trailer[12]	$112,875	$181,425	See Above	See Above	See Above
Development Fees[14]	$10,000	$10,000	Cash	At Signing	Us
Additional Legal Fees[10]	$1,000	$5,000	Cash	As Incurred	Legal & State
GRAND TOTAL [14]	**$123,875**	**$196,425**			

Unless otherwise noted above, all fees are uniformly imposed by and payable to us by electronic funds transfer or other automatic payment mechanism we designate and are non-refundable. You authorize us to debit from your designated primary business checking or savings operating account for each week any funds due and payable to us for continuing royalty fees, advertising fees, rent and occupancy expenses and all other sums that you owe to us or our affiliates. We currently do not offer financing for any purpose, but reserve the right to do so in the future. We do not guarantee your note, lease or other obligation.

1. You must purchase your Tap Trailer from our affiliate, the Equipment Company. Your trailer will be customized according to our standards, including a photo booth, equipment and bar service equipment, décor and layout, graphics and detailing and signs.

2. You must reimburse our affiliate, the Equipment Company, for the delivery of your Tap Trailer. We estimate that delivery costs will be from $500 to $2,500, depending on the delivery location.

3. You will need a pick-up truck, SUV, or other vehicle capable of hauling your Tap Trailer (i.e., able to 2500 lbs.) It is advisable that the weight not be more than 75% of the vehicle's tow capacity). The low end estimates assume you already own such a vehicle. The high end estimate is the cost of purchasing a suitable new vehicle.

4. You must obtain the required licenses and that are required by your city, county, and state to operate your Tap Trailer Business.

5. These estimates are for the costs to purchase a computerized cash accounting and point of sale system ("**POS System**") including installation. Your costs may vary. Currently, you must use the Clover POS System and software. We can change our designated POS System and Approved Supplier of the POS System at any time. You are required to purchase at least one POS System for your Tap Trailer Business. It will cost you between $400 - $1,400 to buy the POS System and $40 per month for maintenance and update requirements.

6. These estimates include costs for a tow package, tool kit including a tire gauge, replacement parts for the tap system, 2 CO2 tanks and 2 nitrogen tanks, and an iPad for use in the Tap Trailer's photo booth.

7. At least 30 days before the opening of your Tap Trailer you must submit a grand opening required spending plan ("**Grand Opening Plan**") to us, which outlines your proposal for grand opening marketing and promotion of your Tap Trailer Business. You must obtain our written consent to the Grand Opening Plan before you implement it. You must modify the Grand Opening Plan as we request, and, thereafter, you may not make any substantial changes to the Grand Opening Plan without our advance written consent. You must, during the period beginning 30 days before the scheduled opening of your Tap Trailer Business and continuing for 15 days after your Tap Trailer Business opens for business, spend $5,000 to conduct grand opening marketing and promotion for your Tap Trailer Business.

8. This estimate includes legal review and accounting assistance in setting up your books. Additional Legal Fees in the Area Development chart above reflect additional legal costs you may incur as a result of signing an Area Development Agreement.

9. This estimate includes the cost of sending your Principal Owner and 3 supervisorial or managerial personnel, including your Manager, to attend our Initial Training Program in Los Angeles, California at Tap

Trailer Businesses owned by the Operating Company. You must arrange and pay for the transportation, meals and lodging for you and your supervisorial or managerial personnel who attend our Initial Training Program. We do not charge a tuition fee for the Initial Training Program; however, you will be responsible for any salaries, meals, lodging, other living expenses and transportation costs incurred by your supervisorial or managerial personnel while attending the Initial Training Program. This estimate does not include the pre-opening training salaries for your Manager and employees at your Tap Trailer Business. You will not be required to attend the Initial Training for your second or subsequent Tap Trailer Businesses.

10. The $35,000 Initial Franchise Fee is described in Item 5 of this Disclosure Document. If you are signing the Franchise Agreement in order to renew an existing Franchise, you will pay us a renewal fee in lieu of an Initial Franchise Fee when you sign the renewal Franchise Agreement as provided in your existing Franchise Agreement. The Initial Franchise Fee is not refundable. We generally do not provide financing for the Initial Franchise Fee. We may do so if and when we determine it is warranted by a unique or compelling situation.

11. You must, at all times, maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under the Franchise Agreement and to cover the risks and contingencies of the Tap Trailer Business for at least 3 months. The estimates provided above include estimated employee wages, opening cash, and other miscellaneous expenses incurred before opening and during the first 3 months of operations. These estimates do not take into account the finance charges, interest and related costs you may incur if any portion for the initial investment is financed. These amounts are the minimum recommended levels to cover operating expenses, including employees' salaries for 3 months. However, we cannot guarantee that those amounts will be sufficient. Additional working capital may be required if sales are low or fixed costs are high. The disclosure laws require us to include this estimate of all costs and expenses to operate your Franchise during the "**initial phase**" of your business, which is defined as a 3 month period or longer period if "**reasonable for the industry**." We are not aware of any established longer "**reasonable period**" for the mobile beverage and food service trailers industry, so our disclosure covers a 3 month period. We make no guarantee, and do not intend to imply, that 3 months is a "break even" point for you to recover your initial investment in your Tap Trailer Business. We make no representation regarding how long it will take you to recover your initial investment or to become profitable.

12. We relied on the Operating Company's experience in opening its Tap Trailer Businesses to determine these estimates. You should review these estimates carefully with a business advisor before making any decision to purchase the franchise.

13. The number of Tap Trailer Businesses that you will operate will be determined on a case-by-case basis before you sign your Area Development Agreement. You will generally have the opportunity to operate the number of Tap Trailer Businesses that you choose, although we may not always afford you the opportunity to operate the number of Tap Trailer Businesses that you request. You and we will determine the Territory and the number of Tap Trailer Businesses that you will operate and operate on a case-by-case basis before you sign your Area Development Agreement.

14. When you sign the Area Development Agreement, you must pay us a Development Fee of $10,000 for each Tap Trailer Business to be developed under the Area Development Agreement, other than your first Tap Trailer Business. You must sign the Franchise Agreement and pay us the $35,000 Initial Franchise Fee for your first Tap Trailer Business when you sign the Area Development Agreement. You must also sign a separate Franchise Agreement for each Tap Trailer Business to be opened under the Area Development Agreement. When you sign subsequent Franchise Agreements, you must pay us a $35,000 Initial Franchisee Fee for each

Tap Trailer Business, less a Development Fee credit of $10,000. The maximum Development Fee credit per Tap Trailer Business is $10,000. The estimates in the charts above do not reflect the Development Fee credits that will be applied towards the Initial Franchise Fees for your Tap Trailer Businesses. The Development Fee is not refundable. We generally do not provide financing for the Development Fee. We may do so if and when we determine it is warranted by a unique or compelling situation.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as described below, you have no obligation to purchase or lease from us or from suppliers approved by us or according to specifications we issue:

Tap Trailer. When you sign your Franchise Agreement, you must purchase your fully equipped Tap Trailer from the Equipment Company at your expense for use at Approved Venues in your Protected Area. The purchase price of $48,255 must be paid in full. You must also reimburse the Equipment Company for delivery expenses, which will range from $500 to $2,500, deepening on delivery location.

Approved Suppliers. You may only use suppliers that we have accepted and approved ("**Approved Suppliers**") because they have demonstrated to us their ability to supply products and services for Tap Trailer Businesses meeting our specifications as to brand names, models, contents, manner of preparation, ingredients, quality, freshness, compliance with governmental standards and regulations, reliability with respect to delivery and consistency in the quality of their products or services. We will provide you with the names of our Approved Suppliers and specifications, standards and restrictions on your purchase of products and services after you sign your Franchise Agreement. We may update our list of Approved Suppliers from time to time. All "**Branded Products**", "**Proprietary Products**" and "**Non-Proprietary Products**" we designate for use and sale at your Tap Trailer Businesses must be purchased from Approved Suppliers. "**Branded Products**" are products that bear any of the Tap Trailer Marks, including products that are prepared, sold and/or manufactured in strict accordance with, our methods, standards and specifications, including pre-packaged food and beverage products, mixology boxes, clothing, souvenirs and novelty items. We and our affiliates may be, but are not obligated to become, Approved Suppliers of certain Branded Products, Proprietary Products and Non-Proprietary Products and may in the future, act as the sole Approved Suppliers of certain Branded Products, Proprietary Products and Non-Proprietary Products. The Equipment Company is an Approved Supplier of the Tap Trailers you must use in your Tap Trailer Business and is an Approved Supplier of beverage carts and Branded Products. Beverage carts are currently optional purchases for franchisees, but we reserve the right to require franchisees to purchase beverage carts from our Approved Supplier in the future. Approximately 95% of your start-up expenses and 95% of your ongoing expenses, other than fees disclosed in Items 5 and 6, will be for purchases from Approved Suppliers or purchases according to our specifications. We have no franchisees as of the issuance date of this Disclosure Document, so we have not derived revenue from franchisees' purchases or leases of required products or services from us, but we may do so in the future. We will provide you with our Manuals and various supplemental bulletins and notices that will contain the specifications, standards and restrictions on your purchase of products and services. You must operate your Tap Trailer Business in strict compliance with the standard procedures, policies, rules and regulations contained in the Manuals.

Currently, the Equipment Company is the only Approved Supplier for the Tap Trailers you must use in your Tap Trailer Business and is the only Approved Supplier for the beverage carts, which you have the option to use in your business. The Equipment Company will derive a profit from these sales to our franchisees. Jennifer

Disotell, Nicole Disotell and Cynthia Eskew, each listed in Item 2, own interests in the Equipment Company. We have no franchisees as of the issuance date of this Disclosure Document, so the Equipment Company has not derived revenue from sales to our franchisees.

Authorized Tap Trailer Products and Proprietary Products. You must serve all and only the products we authorize ("**Authorized Tap Trailer Products**"). We may specify proprietary beverages, food products, packaging and products which are produced or manufactured according to our trade secrets, proprietary recipes, specifications and/or formulas (collectively, the "**Tap Trailer Proprietary Products**"). When a customer orders authorized food or beverage service, the customer will be responsible for the food and/or beverage to be served from the Tap Trailer. If alcoholic beverages will be served, the customer must have the appropriate legal permits and you must request copies of the appropriate legal permits from the customer before serving alcoholic beverages at an event. You must buy Tap Trailer Proprietary Products only from us or our affiliates (if we or our affiliates sell them) or our Approved Suppliers, as we may designate. We may derive profits from your purchase of Tap Trailer Proprietary Products from us or our affiliates. We will not be obligated to reveal our trade secrets or the recipes, specifications and/or formulas of Tap Trailer Proprietary Products to you or any third party. You must purchase, use, and maintain in stock a sufficient amount of Authorized Tap Trailer Products and Tap Trailer Proprietary Products to operate your Tap Trailer Business. We have no franchisees as of the issuance date of this Disclosure Document, so we have not derived revenue from sales of Tap Trailer Proprietary Products to our franchisees.

Non-Proprietary Products. We may designate selected non-proprietary food products, condiments, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, menus, packaging, forms, customer comment cards, POS Systems, computer hardware, software, modems and peripheral equipment and other products, supplies, services and equipment, other than Tap Trailer Proprietary Products, which you may or must use or sell at the Tap Trailer Business ("**Non-Proprietary Products**"). You may use, offer or sell only those Non-Proprietary Products that we expressly authorize. You may purchase them from us or one of our affiliates (if we or they sell them) and Approved Suppliers. Each supplier we approve must comply with our usual and customary requirements regarding insurance, indemnification, and non-disclosure, and satisfy us that it will supply products meeting our specifications (which may include particular brand names, model, contents, quality, freshness and compliance with governmental standards), reliably deliver consistent quality products or services, and meet any other requirements we determine is in the best interest of the Tap Trailer System. We may limit items to a particular brand or brands set by us. To purchase items from us or one of our affiliates, you must use the form of purchase order we provide. We may change our prices, delivery terms and other terms upon prior written notice, but our prices to you will be the same as the prices charged to similarly situated franchisees.

Fixtures, Furnishings and Equipment. You must purchase and install, at your expense, all fixtures, furnishings, equipment (including a POS System), décor, and signs as we direct. Your Tap Trailer will come equipped with many of these items, which are included in the purchase price of the Tap Trailer. You may not install on or about your Tap Trailer Business any furnishings, interior or exterior décor items, supplies, fixtures, equipment or utensils unless they have been approved by us in writing. You must purchase these items from Approved Suppliers. Currently, Clover is our only Approved Supplier of the POS System and software. We can change our designated POS System and Approved Supplier of the POS System at any time.
Computer Equipment. You must purchase, lease or license all computer hardware and software designated by us for the Tap Trailer Business at your expense. You must maintain and update all computer hardware and software as required by us. (See Item 11). Currently, Triple Feet is our only Approved Supplier booking software that you must use in your Tap Trailer Business, which will assist you with booking events. We can

change our designated booking software and Approved Supplier of the booking software at any time.

Recommended Suppliers. If you wish to procure any items from a supplier other than us or an Approved Supplier, you must obtain our approval in the manner described in Section 8.2 of the Franchise Agreement. You must identify the proposed supplier, its name and address, and the item(s) you desire to purchase from that supplier. We may require you to deliver a sample of their product. Our specifications and standards for supplier approval are generally available upon written request. If product specifications for the item are not in the Manuals, we will furnish the general, but not manufacturing, specifications for Non-Proprietary Products to you at your request. We may condition our approval on the supplier agreeing in writing not to disclose any confidential information regarding us or our operations, to comply faithfully with our specifications for the items it sells, to sell any materials bearing our marks only to our franchisees, and on the supplier demonstrating to our reasonable satisfaction that it is able to supply commodities meeting our specifications on a continuing basis, and that the supplier is, and will continue to be, of good standing in the business community with regard to its financial soundness and the reliability of its product and service. We also have the right to require, as a condition of approval, that our representatives are permitted to inspect the supplier's facilities and that you deliver to us and/or to an independent, certified laboratory designated by us, all information, specifications and samples that we reasonably designate for testing. You must pay us a fee not to exceed the actual cost of the inspection and the testing. In addition to product testing, a facility audit may be required. You will be responsible for any additional costs and expenses, if any, associated with the inspection of the facility and shall pay us, in advance, a deposit of up to $1,000, before we begin any inspection. We will use our good faith efforts to notify you of our decision in writing of our approval or disapproval of a proposed supplier within 60 days after we receive your request for approval and all requested back-up information. You may not use a supplier unless we notify you of our approval in writing. We may revoke a supplier's approval for failure to comply with our requirements and specifications. We will disapprove or withdraw our approval of any supplier by written notice to you.

Rebates. We may, from time to time, receive rebates from Approved Suppliers based on the aggregate volume of items ordered. In addition, we may negotiate certain arrangements, including price terms, for the purchase of certain items, such as logoed paper products and cups for the benefit of our franchisees. We do not provide material benefits to franchisees (for example, renewal or granting additional franchises) based upon their purchase of particular products or services or use of particular suppliers. Your purchase of items from unapproved suppliers, however, constitutes a breach of your Franchise Agreement, which may lead to termination of your Franchise Agreement and other remedies under applicable law. There are currently no purchasing or distribution cooperatives for the System. We have no franchisees as of the issuance date of this Disclosure Document, so we have not received any rebates from any Approved Suppliers, but may do so in the future.

Insurance. You must obtain and maintain throughout the term of your Franchise Agreement the types and amounts of insurance required by us and you must provide us with proof of coverage and Certificates of Insurance for all policies of insurance. You must obtain worker's compensation insurance with limits in compliance with your state law and employer's liability insurance with $1,000,000 combined single limit coverage, as well as any other insurance that may be required by statute or rule of the state in which your Tap Trailer Business is located or operated. Additionally, you must obtain: (i) comprehensive general liability insurance and product liability insurance with limits of $1,000,000 combined single limit coverage including the following: broad form contractual liability and personal injury coverage (employee and contractual inclusion deleted) insuring us and you against all claims, suits, obligations, liabilities and damages, including attorneys' fees, for actual or alleged personal injuries or property damage relating to your Tap Trailer Business,

provided that the required amounts may be modified periodically by us to reflect inflation or future experience with claims; (ii) automobile liability insurance on company vehicles and the Tap Trailer, including owned, hired and non-owned vehicle coverage, with a combined single limit of at least $1,000,000; (iii) loss of income insurance (in an amount sufficient to cover the continuing license fee and other fees due under the Franchise Agreement for a period of at least 12 months); (iv) employment practices liability insurance; (v) employee non-owned automobile insurance with limits of $1,000,000; (vi) cyber-liability insurance with limits of $50,000; and (vii) an umbrella policy with limits of $2,000,000 to $4,000,000. We reserve the right to change our insurance requirements during the term of your Franchise Agreement, including the types of coverage and the amounts of coverage, and you must comply with those changes. If you do not obtain any insurance as required, we have the right (but not the obligation) to purchase insurance on your behalf and you must reimburse us for our costs related to the purchase of insurance.

Credit Cards. You are required to honor all credit, charge, courtesy and cash cards approved by us in writing. To the extent you store, process, transmit or otherwise access or possess cardholder data in connection with selling Authorized Tap Trailer Products, you are required to maintain the security of cardholder data and adhere to the then-current Payment Card Industry Data Security Standards ("**PCI DSS**"), currently found at www.pcisecuritystandards.org for the protection of cardholder data throughout the Term of your Franchise Agreement. You are responsible for the security of cardholder data in the possession or control of any of subcontractors you engage to process credit cards. All subcontractors must be identified to and approved by us in writing prior to sharing cardholder data with the subcontractor. You must, if requested to do so by us, provide appropriate documentation to us to demonstrate compliance with applicable PCI DSS requirements by you and all identified subcontractors.

Gift Cards, Loyalty and CRM Programs and Social Media Software. You may not create or issue any gift certificates or gift cards and may only sell gift certificates or gift cards that have been issued or approved by us that are accepted at all Tap Trailer Businesses. You must participate in all gift certificate and/or gift card administration programs as we may designated from time to time. You must honor all coupons, gift certificates, gift cards and other programs or promotions we direct. You must fully participate in all guest loyalty, CRM or frequent customer programs now or in the future adopted or approved by us. You must not issue coupons or discounts of any type for use at the Tap Trailer Business except as approved by us in writing. We may change the designated suppliers of these or similar services in our discretion. You must change, purchase or subscribe to the additional programs or software, as applicable, after we give you notice to do so.

There are no restrictions as to whom you may sell the goods or services.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and Area Development 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(s) In Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Not Applicable	Not Applicable

Obligation	Section(s) In Agreement	Disclosure Document Item
b. Pre-opening purchases/leases	Article 5 and Section 7.6 of the Franchise Agreement; Section 5.2 of the Area Development Agreement	Item 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Not Applicable	Not Applicable
d. Initial and ongoing training	Sections 3.3, 5.2, 6.1-6.4, 6.6, 7.2-7.5, 7.9 of the Franchise Agreement	Items 6, 11 and 15
e. Opening	Sections 5.2 and 10.4 of the Franchise Agreement; Section 2.3 of the Development Agreement	Item 11
f. Fees	Article 4, and Sections 6.8, 7.6, 7.9, 7.24, 14.4.7, 14.7, 16.7 of the Franchise Agreement; Section 3.4, Article 4, Sections 9.4.7 and 9.6 and Exhibit B of the Area Development Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/Manuals	Sections 5.3, 6.5, 7.1, 7.6 -7.14, 7.21, 7.22, 7.26, 7.27 of the Franchise Agreement; Article 6 of the Area Development Agreement	Item 11 and 16
h. Trademarks and proprietary information	Articles 9 and 11 of the Franchise Agreement; Articles 7 and 8 of the Area Development Agreement	Items 11, 13, 14 and 16
i. Restrictions on products/services offered	Article 8 of the Franchise Agreement; Article 6 of the Area Development Agreement	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Sections 2.1, 2.3, 2.5, 2.6 and Article 6 of the Area Development Agreement	Item 12
l. Ongoing product/service purchases	Section 7.7, 7.8, 7.26, Article 8 and Section 10.5 of the Franchise Agreement	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Sections 5.3, 7.13, 7.19 and 7.21 of the Franchise Agreement	Items 7 and 16
n. Insurance	Article 13 of the Franchise Agreement	Items 7 and 8
o. Advertising	Article 10 of the Franchise Agreement	Items 6 and 11
p. Indemnification	Section 18.4 of the Franchise Agreement; Section 14.4 of the Area Development Agreement	Items 12 and 17
q. Owner's participation/ management/staffing	Section 7.9 of the Franchise Agreement	Item 15
r. Records and reports	Section 11.6 and Article 12 of the Franchise Agreement	Items 6 and 17

Obligation	Section(s) In Agreement	Disclosure Document Item
s. Inspections and audits	Section 12.3 of the Franchise Agreement	Items 6 and 17
t. Transfer	Article 14 of the Franchise Agreement; Articles 9 and 10 of the Area Development Agreement	Items 6 and 17
u. Renewal	Sections 3.2-3.4 of the Franchise Agreement; Sections 3.2-3.4 of the Area Development Agreement	Items 6 and 17
v. Post-termination obligations	Article 17 of the Franchise Agreement; Article 12 of the Area Development Agreement	Items 6 and 17
w. Non-competition covenants	Article 15 of the Franchise Agreement; Article 13 of the Area Development Agreement	Item 17
x. Dispute resolution	Article 19 of the Franchise Agreement; Article 15 of the Area Development Agreement	Item 17
y. Taxes & Permits	Sections 4.7.1, 4.7.3, 4.10, 7.28, 7.7 of the Franchise Agreement	Items 1, 7 and 11
z. Computer hardware and software	Section 7.6 of the Franchise Agreement	Items 8 and 11
Other: Security Interest	Section 4.9 of the Franchise Agreement	Item 7

ITEM 10
FINANCING

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

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

Except as listed below, Tap Trailer Co. Franchising, LLC is not required to provide you with any assistance.

Before Opening

We have the following obligations to you before you open your Tap Trailer Business for business:

1. **Tap Trailer**. Our affiliate, the Equipment Company, will sell you a Tap Trailer, equipped with a photo booth and bar setup. (**Franchise Agreement, Section 5.1**).

2. **Pre-Opening Initial Training Program**. We will provide our Pre-Opening Initial Training Program at our corporate office or a Tap Trailer Business owned by the Operating Company located in Los Angeles, California for up to 4 supervisorial or managerial personnel, selected by you, who must include your Principal Owner and Manager. If you desire to send additional supervisorial or managerial personnel to our Pre-Opening Initial Training Program, you must pay us a Pre-Opening Additional Initial Training Fee of $3,000 per additional trainee. (**Franchise Agreement, Section 6.1**).

3. **On-Site Opening Assistance**. We will provide you with up to 2 members of our opening assistance team experienced in the Tap Trailer System for up to 2 days before and 2 days after the Tap Trailer Business Opening Date. (**Franchise Agreement, Section 6.4**).

4. **Manuals**. After you sign your Franchise Agreement, we will loan you one copy of our Operations Manuals ("**Manuals**") to use during the term of the Franchise Agreement. The Manuals contain our standard operational procedures, policies, rules and regulations with which you must comply. The Manuals currently contain 26 pages. We may, from time to time, update or change the Manuals in our sole discretion. (**Franchise Agreement, Section 6.5**). You will be given the opportunity to review the Manuals before you sign your Franchise Agreement. You must operate your Tap Trailer Business in compliance with the terms of your Franchise Agreement and the Manuals. You alone will exercise day-to-day control over all operations, activities and elements of your Tap Trailer Business, including over your employees. Under no circumstance will we do so or be deemed to do so. The various requirements, restrictions, prohibitions, specifications and procedures of the Tap Trailer System with which you must comply under the Franchise Agreement and the Manuals do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Tap Trailer Business, but only constitute standards to which you must adhere when exercising your control over the day-to-day operations of your Tap Trailer Business consistent with our policies. (**Franchise Agreement, Section 7.1**).

5. **Approved Suppliers**. We will designate our Approved Suppliers for you after you sign your Franchise Agreement. All Authorized Tap Trailer Products, Branded Products, Proprietary Products and Non-Proprietary Products that we designate for use and sale at your Tap Trailer Business must be purchased from Approved Suppliers. (**Franchise Agreement, Section 8.1**).

Post-Opening Obligations

We have the following obligations to you during the operation of your Tap Trailer Business:

1. **Post-Opening Assistance Team**. We will provide you with one member of our opening assistance team experienced in the Tap Trailer System for up to 2 days before and 2 days after the Tap Trailer Business Opening Date. (**Franchise Agreement, Section 6.4**).

2. **Post-Opening Consultation**. We may provide regular consultation and advice to you in response to inquiries from you regarding administrative and operating issues that you bring to our attention. We may make recommendations that we deem appropriate to assist your efforts. However, you alone will establish all requirements, consistent with our policies, regarding (i) employment policies, hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees; (ii) the individuals to whom you will offer and sell your products and services; and (iii) the suppliers from whom you obtain any products or services used in or at the Tap Trailer Business for which we have not established Approved Suppliers. (**Franchise Agreement, Section 6.6**).

3. **Post-Opening Additional Initial Training Programs**. Following the Opening Date of the Tap Trailer Business, we may, if requested, and at our discretion, provide additional Initial Training Programs for new or replacement supervisorial or managerial personnel of yours. (**Franchise Agreement, Section 6.2**).

4. **Post-Opening Additional and Remedial Training Programs**. We may provide additional and remedial training programs. (**Franchise Agreement, Section 6.3**).

5. **Products**. We will designate Tap Trailer Branded Products, Proprietary Products and Non-Proprietary Products which you may or must stock and promote. **(Franchise Agreement, Sections 8.3**).

6. **Inspections**. We may examine the Tap Trailer Business to confer with your supervisorial or managerial employees, inspect and check operations, food, beverages, furnishings, interior and exterior décor, supplies, fixtures and equipment, and determine whether the Tap Trailer Business is being operated in accordance with the Franchise Agreement, the Tap Trailer System and the Manuals. (**Franchise Agreement, Sections 6.7**).

7. **Pricing Guidelines.** We may provide pricing guidelines for Authorized Tap Trailer Products, subject to applicable law. (**Franchise Agreement, Section 7.29**).

8. **Manuals**. We will continue to provide you with access to our Manuals during the term of your Franchise Agreement which may include audio, video, compact disks, computer software, other electronic media and/or written materials. We may, from time to time, update or change the Manuals in our sole discretion. You will be given the opportunity to view the Manuals before you sign the Franchise Agreement. (**Franchise Agreement, Section 6.5**).

9. **Tap Trailer Marks and System**. We will permit you to use the Tap Trailer Marks and Tap Trailer System during the term of your Franchise Agreement. (**Franchise Agreement, Section 2.1**).

10. **Confidential Information**. We will provide you with access to our confidential information during the term of your Franchise Agreement. (**Franchise Agreement, Section 11.1**).

11. **Toll Free Telephone Number**. We may now or in the future establish a toll free telephone number for the purpose of accepting and confirming customer orders nationwide, customer service, and customer follow-up and satisfaction surveys. If we establish a toll free number, you must comply with our procedures for implementing the nationwide service as we specify in the Manuals or otherwise in writing. (**Franchise Agreement, Section 6.10**).

Length of Time to Open Tap Trailer Business

A Tap Trailer Business usually opens for business within 120 days after the Franchise Agreement is signed. Factors which may affect the length of time between signing of the Franchise Agreement and opening for business include the time necessary to: obtain any financing you need; obtain required permits and governmental agency approvals; fulfill local ordinance requirements; purchase and equip your Tap Trailer; and complete the hiring and training of personnel. Delays in opening may be caused by inclement weather, material or labor shortages, labor actions, slow deliveries, equipment shortages and similar factors.

You may open a Tap Trailer Business under the Area Development Agreement only by signing a Franchise Agreement.

You may not open your Tap Trailer Business until you have received our written authorization, which may be subject to our satisfactory inspection of your Tap Trailer. (**Franchise Agreement, Section 5.2**).

POS System; Computer Hardware and Software; Sound System

You must purchase, use and maintain a computerized point of sale cash collection system (including a POS System, network router, computer, cameras, printer and other related hardware and software) for your Tap Trailer Business as specified in the Manuals or by us in writing (the "**POS System**"). Your POS System must be capable of accessing the Internet for the purpose of implementing software, transmitting and receiving data, and for ordering and maintaining the POS System. The POS System must be electronically linked to us, and you must allow us to poll the POS System on a daily or other basis at the times and in the manner established by us, with or without notice, and to retrieve transaction information including sales, sales mix, usage, and other operations data that we deem appropriate. We may require that you update, upgrade or replace the POS System, including hardware and/or software, upon written notice, provided that you will not be required to replace the POS System any more frequently than once every 3 years. Neither we nor an affiliate are obligated to provide on-going repairs, upgrades or updates to your POS System. The POS System must include the required technology to permit you to accept online orders of Tap Trailer products and services at your Tap Trailer Business and to accept and process Tap Trailer gift cards sold in other Tap Trailer Businesses. In addition, you must purchase, lease or license all computer hardware and software designated by us for your Tap Trailer Business at your expense. During the term of your Franchise Agreement, you must maintain and update all computer hardware and software as required by us. (**Franchise Agreement, Section 7.6)**. Currently, our integrated POS system provider is Clover It will cost you between $400 - $1,400 to buy the POS system from our approved supplier and approximately $40 per month for maintenance and update requirements. You must upgrade the POS System if and when we instruct you to do so.

Internet

We have registered the Internet domain name taptrailerco.com and have established a site using this domain name. You acknowledge that the domain name is our sole property. You may not use in any manner, any computer medium or electronic medium (for example, any Internet home page, e-mail address, website, domain name, URL, bulletin board, newsgroup or other Internet related medium or activity) that contains our Marks, or any other words, symbols or terms confusingly similar to our Marks without our express prior written consent. We may include on our Internet web site interior pages that identify all Tap Trailer Businesses, including your Tap Trailer Business. (**Franchise Agreement Sections 10.6 and 10.7**).

We have the sole right to market on the Internet and use the Marks on the Internet, including all use of websites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, cobranding and other arrangements, and in all other forms of electronic media. You may not separately register any domain name or any portion of a domain name containing the Marks or participate or market on any website or other form of electronic media (including social technology, social media and social networking platforms) using the Marks unless you first obtain written approval from us. Your general conduct on the Internet or other forms of electronic media, including your use of the Marks or any advertising, is subject to the terms and conditions of the Franchise Agreement and any other rules, requirements or policies that we may identify. (**Franchise Agreement Sections 2.3 and 10.7**).

Social Media

In order to maintain a consistent image and message and to protect the Tap Trailer Marks and Tap Trailer System, you must not participate or market through the use of social technology, social media such as

Facebook, Instagram, Pinterest and Twitter, social networking platforms or other forms of electronic media not yet developed ("**Social Media Platforms**") using the Tap Trailer Marks, or in connection with your Tap Trailer Business, without our prior written consent. If you separately register any Social Media Platform account (a "**Social Media Account**") containing the Tap Trailer Marks or related to your Tap Trailer Business, whether with our prior consent or not: (i) you must promptly notify us and provide us with all necessary information related to the Social Media Account we require or demand, without compensation to you; and (ii) the Social Media account will become our property, without compensation to you. We will be the sole owner of all related intellectual property rights in all Social Media Accounts and all content posted on Social Media Accounts. (**Franchise Agreement, Section 10.6**).

Intranet

We do not currently operate an Intranet, but may establish one in future. We reserve the right to establish an Intranet in the future through which our franchisees may communicate with each other, and through which we may communicate with you and may disseminate the Manuals, updates and other confidential information to you. If implemented, we may discontinue the Intranet at any time in our sole discretion. If implemented, you may be required to establish and maintain an electronic connection with the Intranet that allows us to send messages to and receive messages from you and pay a fee for service. You may incur a fee for such service, which we estimate will be approximately $10 per month. We will have sole discretion and control over all aspects of the Intranet, including the content and functionality of the Intranet. You will have the privilege, but not the right, to use the Intranet, subject to your compliance with our policies. (**Franchise Agreement Section 7.20**).

Tap Trailer Advertising Fund

As of the date of this Disclosure Document, we have not yet established the Advertising Fund. Presently there is no local or regional advertising cooperative. Therefore, we do not currently require you to pay an advertising fund fee, but we may do so in the future upon 90 days written notice to you. If and when the Advertising Fund is implemented, company-owned and affiliate owned Tap Trailer Businesses, including any owned by the Operating Company, may, but are not required to, contribute to the Advertising Fund. If they do, they will not be required to contribute in the same percentage as you and may stop contributing at any time without notice to you.

Once established, the Advertising fund fee will be the greater of 2% of the Gross Sales of your Tap Trailer Business or $250 (the "**Advertising Fund Fee**"). Under the terms of the Franchise Agreement, we may, on 90 days' written notice to you, increase the amount of the Advertising Fund Fee to no more than the greater of 3% of Gross Sales or $250. Tap Trailer Businesses owned by the Operating Company, may, but are not required to, contribute to the Advertising Fund. If they do, they may not be required to contribute the same percentage as you and may stop contributing at any time without notice to you. (**Franchise Agreement, Section 10.1**).

Once established, the Advertising Fund will be administered by us and will be used to meet the costs of conducting marketing and promotional activities. If implemented, the Advertising Fund may be used to pay the costs of preparing and producing video, audio and written marketing materials employing marketing agencies, sponsorship of sporting, charitable or similar events, administering regional and multi-regional marketing programs including purchasing direct mail and other media marketing, and employing marketing agencies to assist with marketing efforts, supporting public relations, market research and other marketing and promotional activities, campaigns, test marketing, marketing surveys, public relations activities, website

development/operation for portal, Internet, Intranet and URL services and for 800 or similar numbers. The Advertising Fund is intended to maximize general public recognition and acceptance of the Tap Trailer Marks for the benefit of Tap Trailer System. The administrator will not be obligated, in administering the Advertising Fund, to make expenditures for you in your Protected Area that are equivalent or proportionate to your contribution, or to ensure that you benefit directly or pro rata from the marketing or promotion conducted under the Advertising Fund. (**Franchise Agreement, Section 10.1.2**). Your Advertising Fund Fees will be held in an account separate from our other funds. Your Advertising Fund Fees will not be used to defray any expenses of ours or the administrator's, except for the reasonable costs and overhead, if any, as each may incur, such as the costs of personnel for creating and implementing promotional and marketing programs. Any unused monies in the Advertising Fund at the end of any year will be used in the next fiscal year. Our printed materials and Website may also contain references stating that "Franchises Are Available" and/or that "Each Tap Trailer Business Franchise Is Independently Owned and Operated" to promote the sale of franchises for Tap Trailer Businesses. With this exception, no portion of the Advertising Fund will be used to solicit or to sell Tap Trailer Business franchises to prospective franchisees. (**Franchise Agreement, Section 10.1.3**). No more than once a year, we will prepare an annual accounting of the Advertising Fund and upon request distribute the accounting to Tap Trailer Franchisees. The annual accounting will state the total amount of money collected and spent by the Advertising Fund during the previous year and will list, by general category, the manner in which we spent the money. The report will not be separately audited. (**Franchise Agreement, Section 10.1.1**).

Local Advertising

In addition to any Advertising Fund Fees you are required to pay us, you must spend at least the Monthly Minimum Local Advertising Expenditure per month on local advertising and promotion of your Tap Trailer Business. The Monthly Minimum Local Advertising Expenditure is based on the population of your Protected Area (See Item 6). All advertising must meet our specifications in our Manuals. You must submit to us before use, samples of all local advertising materials, and descriptions of all local advertising programs, not prepared or previously approved by us, for our approval. You may not use any advertising material or program or use the Tap Trailer logo or trademarks in any public manner without our prior written approval. (**Franchise Agreement, Section 10.2**).

Cooperative Advertising Programs

We may, in the future, establish programs for co-operative marketing ("**Cooperative Advertising Programs**") to coordinate advertising, marketing efforts and programs, to serve as a conduit for the collection and expenditure of the contributed funds and to maximize the efficient use of local and/or regional marketing media. If we create a Cooperative Advertising Program for a defined coverage area (a "**Advertising Coverage Area**") in which your Tap Trailer Business is located, you (and, if we or an affiliate own a Tap Trailer Business in the Advertising Coverage Area, then we and/or our affiliate), must become a subscriber and member of the Cooperative Advertising Program and must participate in the Cooperative Advertising Program in the manner we prescribe. The size and content of an Advertising Coverage Area will be binding upon you and all other similarly situated Tap Trailer franchisees. Each participating Tap Trailer franchisee will be entitled to one vote for each Tap Trailer Business located within the Advertising Coverage Area as we may determine. (**Franchise Agreement, Section 10.3**).

You and all other members of the Advertising Coverage Area whose Franchise Agreements require their participation in the Cooperative Advertising Program, will contribute to the Cooperative Advertising Program the amounts that are determined by us and 50% or more of the participating Tap Trailer Businesses in the

Cooperative Advertising Program (not to exceed the greater of 3% of the Gross Sales of each participating Tap Trailer Business located in the Advertising Coverage Area or $2,500 for each participating Tap Trailer Business located in the Advertising Coverage Area). (**Franchise Agreement, Section 10.3.1**). Any amount you must contribute to the Cooperative Advertising Program will be credited against the amount which you must spend on local advertising under your Franchise Agreement. (**Franchise Agreement, Section 10.2**).

We will administer the Cooperative Advertising Program and determine the policies of the Cooperative Advertising Program and the use of the available funds for media time, production of media materials, radio, television, newspapers or local marketing materials such as flyers or posters, or for any other type of advertising or marketing use. We reserve the right to establish general standards concerning the operation of the Cooperative Advertising Program, advertising agencies retained by the Cooperative Advertising Program, and marketing conducted by the Cooperative Advertising Program. Any disputes (other than pricing) arising among or between you, other Tap Trailer franchisees, and/or the Cooperative Advertising Program will be resolved by us and our decision will be final and binding on all parties. (**Franchise Agreement, Section 10.3.2**).

Grand Opening Advertising and Promotion

At least 30 days before the opening of your Tap Trailer Business, you must submit a Grand Opening Promotional Plan ("**Grand Opening Plan**") to us which outlines your proposal for grand opening marketing and promotion of your Tap Trailer Business. You must obtain our written consent to the Grand Opening Plan before you implement it. You must modify the Grand Opening Plan as we request, and, thereafter, you may not make any substantial changes to the Grand Opening Plan without our advance written consent. You must, during the period beginning 30 days before the scheduled opening of your Tap Trailer Business and continuing for 15 days after your Tap Trailer Business opens for business, spend $5,000 to conduct grand opening marketing and promotion for your Tap Trailer Business. Within 60 days after your opening date, you must provide us with copies of all invoices, statements, canceled checks or other forms of payment that you have issued which evidence your expenditure and payment for the Grand Opening Plan. (**Franchise Agreement, Section 10.4 and Exhibit A**).

Promotional Campaigns

We may conduct promotional campaigns on a national or regional basis to promote products or marketing themes. You must participate in all promotional campaigns which we may establish for the region in which your Tap Trailer Business is located. (**Franchise Agreement, Section 10.5**).

Franchise Advisory Council

We may establish a franchise advisory council (the "**Council**") to provide advice and suggestions regarding specified matters to us. If Council is formed, it will consist of Tap Trailer franchisees selected by us ("**Franchisee Members**"). Franchisee Members must be in good standing and are selected from any national or international regions that we decide. The Franchisee Members are not required to be from different regions. The Council may also consist of our corporate employees and/or members of a public relations firm selected by us. If a Council is formed, the purpose of the Council will be to provide constructive, open and two-way communications between Tap Trailer franchisees and us. In particular, the Council will provide a cooperative forum for the Council members to receive and discuss information, to provide input, advice and planning regarding various limited and specified matters and to encourage each franchise owner to remain in good

standing as the Tap Trailer System grows and develops through fostering communications between Tap Trailer franchisees and us. (**Franchise Agreement, Section 6.9**).

Pre-Opening Initial Training Program

We will provide a Pre-Opening Initial Training Program in the Tap Trailer System and methods of operation at our training facilities in our corporate office or affiliate-owned Tap Trailer Businesses currently located in Southern California and/or your Tap Trailer, for up to 4 supervisorial or managerial persons selected by you who must include your Principal Owner and Manager. If you send more than 4 people to the Initial Training Program, you must pay our then-current Pre-Opening Additional Initial Training Fee per additional trainee. Your supervisorial and managerial personnel must attend and complete the Pre-Opening Initial Training Program to our satisfaction. If the Tap Trailer Business is the first Tap Trailer Business to be operated by you, we will provide training, instructors, a training manual, and other materials at no charge to your supervisorial and managerial personnel. The Pre-Opening Initial Training Program will consist of approximately 3 days of training at our training facilities and 4 days at your Tap Trailer prior to the opening of your first Tap Trailer Business that must be completed before the Tap Trailer Business Opens for business. We will not be obligated to provide any initial training or the Pre-Opening Initial Training Program to you if you, your affiliates or Owners own a Tap Trailer Business upon signing the Franchise Agreement or if the Franchise Agreement is signed as a renewal Franchise Agreement. However, we may, upon your request, and if we choose and believe it is necessary, provide you and/or your supervisorial and managerial personnel with 1-2 weeks of training in such circumstances. You must pay all travel, living, compensation, and other expenses incurred by you and your supervisorial and managerial personnel to attend the Pre-Opening Initial Training Program. (**Franchise Agreement, Section 6.1**).

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Company Introduction, Trailer & Systems Training	5	3	Los Angeles, CA
In Depth Trailer & Systems	0	3-4	In franchisee's market at location designated by franchisee
Marketing, Advertising, PR	3-4	0	In franchisee's market at location designated by franchisee
Sales incl. Sipper Club & Bubbly Board	4-6	2	In franchisee's market at location designated by franchisee
Company Policies, Standards and Best Practices	3-4	0	In franchisee's market at location designated by franchisee
TOTAL	**15 – 19**	**8-9**	

The entire training program consists of 3 days of pre-opening training at our headquarters or affiliate-owned Tap Trailer Businesses and 4 days of hands-on training at your Tap Trailer Business. Training will be conducted as often as necessary to ensure that franchisees complete training before their Tap Trailer Business

opens. The primary instructional material for the Pre-Opening Initial Training Program will be the Manuals. There will be no additional charge for training material. The Pre-Opening Initial Training Program will be supervised by Jennifer Disotell and Nicole Disotell, who each have approximately 12 years of experience in the subjects taught.

Your Principal Owner and Manager or other supervisorial or managerial personnel must faithfully attend all phases of the Pre-Opening Initial Training Program and complete it to our satisfaction, as certified by us in writing. Your failure to successfully complete any aspect of the Pre-Opening Initial Training Program, as we determine in our sole discretion, constitutes grounds for termination of your Franchise Agreement. (**Franchise Agreement, Section 7.2**). We may allow you to retake the Pre-Opening Initial Training Program in our sole discretion. You must pay expenses of travel, lodging, meals and wages incurred by you and your supervisorial and managerial personnel while attending any of our training programs.

Post-Opening On-Site Assistance

For your first Tap Trailer Business, we will provide up to 2 members of our on-site training and assistance to your supervisorial or managerial staff for up to 2 days before and 2 days after your Tap Trailer Business opens for business. We will not provide any on-site assistance for your second and subsequent Tap Trailer Businesses. We will select the representatives providing the on-site training and we may vary the length of time that on-site training is provided. (**Franchise Agreement, Section 6.4**).

Post-Opening Additional Initial Training Programs

If, following the opening date of your Tap Trailer Business, you request us to provide additional Initial Training Programs for new or replacement supervisorial or managerial personnel and we agree to do so, you must pay us our then-current Post-Opening Additional Initial Training Fee for each of your employees that attends the Post-Opening Additional Initial Training Programs to defray our direct costs to provide the additional Post-Opening Additional Initial Training Programs. You must also pay all transportation costs, food, lodging and similar expenses incurred in connection with your employees' attendance at the Post-Opening Additional Initial Training Programs. (**Franchise Agreement, Section 7.4**).

Post-Opening Additional Training Program

In our discretion, we may require you, your Principal Owner, Manager and/or other supervisorial or managerial personnel to attend additional and remedial training programs ("**Post-Opening Additional Training Programs**") from time to time. If we provide you with any Post-Opening Additional Training Programs, you must pay us our then-current daily fee each of our representatives that provides the Post-Opening Additional Training Programs to defray our direct costs of providing the Post-Opening Additional Training Programs. (**Franchise Agreement, Sections 6.3 and 7.5**). In addition, you must pay all transportation costs, food, lodging and similar costs incurred in connection with your and their attendance at the Post-Opening Additional Training Programs. (**Franchise Agreement, Section 7.5**).

Annual Franchisee Conference

We may hold an Annual Franchisee Conference for all Tap Trailer franchisees each year. Your Principal Owner and each Manager must attend the Annual Franchisee Conference. You must pay us a Franchise Conference Fee of $500 per person to reimburse us for a portion of the direct costs to provide the Annual Franchisee

Conference. You must pay the Franchise Conference Fee upon demand at least 30 days before the date of the Annual Franchisee Conference, whether or not you attend the Annual Franchisee Conference. (**Franchise Agreement, Section 7.24**).

ITEM 12
TERRITORY

Franchise Agreement

You will be permitted to operate your Tap Trailer Business at a specific location which we accept, as described in the Franchise Agreement (**Exhibit A**). You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

If you purchase a franchise for a Tap Trailer Business, during the initial term of your Franchise Agreement, provided you are not in default under your Franchise Agreement, we will not own, operate, sell or issue a franchise for any other Tap Trailer Business of the type you are operating in an exclusive area surrounding your Tap Trailer Business (the "**Protected Area**"). The geographic scope of the Protected Area will be determined on a case-by-case basis based on factors including geodemographic information about the individuals who work and reside in proximity to the proposed Tap Trailer Business location, competitive analysis, population, density, natural and man-made barriers, traffic patterns and other factors, based on an allocation of one Tap Trailer Business per 100,000 person population. The population count of the Protected Area will be determined by the last United States census, or as designated by the mapping software of our choice. We cannot provide any assurance as to the size or shape of the Protected Area, as it may vary significantly depending on the above referenced factors. There are no other radius restrictions or minimum population requirements that limit where we can franchise or operate another Tap Trailer Business. Our acceptance of your Protected Area will be based upon a variety of factors which may include the viability of the then-current location and demographics including, number of households, household income, vehicular traffic, and number of Tap Trailer Businesses near the proposed Protected Area. You may face competition from other Tap Trailer Businesses that we or our affiliates franchise or own and that operate outside your Protected Area. Also, you may face competition from other channels of distribution or competitive brands we control. If the population within your Protected Area decreases over time, we have no obligation to provide you with additional population or any increase in your Protected Area. You may solicit and accept business at Approved Venues outside of the Protected Area and within a geographic area immediately adjacent to your Protected Area (the "**Adjacent Area**"), provided that the Adjacent Area is not in another Tap Trailer franchisee's protected area. If an Adjacent Area later becomes part of another Tap Trailer franchisee's protected area, you may no longer solicit and accept business at Approved Venues in the Adjacent Area. You may, however, complete any contracts that are then "**pending**" in the Adjacent Territory. A contract is considered "**pending**" if you have booked an event at an Approved Venue within the Adjacent Territory. Except as described above, you are not granted a minimum territory.

We expressly reserve the exclusive, unrestricted right, in our sole and absolute discretion, directly and indirectly to: (i) operate, own and operate, and to grant franchises to third parties to operate, own and operate, Tap Trailer Businesses outside the Protected Area, regardless of their proximity to your Tap Trailer Business; (ii) operate, own and operate, and to grant franchises to third parties to operate, own and operate any other business, other than a "**Competitive Business**", under marks and systems different from the Marks and the Tap Trailer System within and outside the Protected Area; (iii) sell or distribute, at retail or wholesale, directly

or indirectly, or license others to sell or distribute, Branded Products at any location within or outside of the Protected Area regardless of its proximity to the Tap Trailer Business, through the Internet, mail order catalogs, direct mail marketing and through other distribution methods; (iv) market on the Internet and use the Marks on the Internet, including all use of web sites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, co-branding and other arrangements, and in all other forms of electronic media; (v) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Tap Trailer Businesses and to franchise, license or create similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; (vi) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any business providing products and services similar to those provided at Tap Trailer Businesses, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses; and (vii) engage in all other activities that the Franchise Agreement does not expressly prohibit. We are not required to pay you any compensation if we exercise any of the rights specified above inside your Protected Area.

A "**Competitive Business**" means any business which offers and serves alcoholic beverages and snacks from mobile trailers at celebrations, events and/or festivals and any business which looks like, copies, imitates, or operates with similar trade dress to a Tap Trailer Business.

No restrictions exist on us or any of our franchisees as to the areas (including those outside their Protected Areas or Territories) from which they may solicit or accept business and we and all of our franchisees are free to advertise or solicit business from any area desired, subject to the general controls on advertising contained in the Franchise Agreement. Under the Franchise Agreement, continuation of your location rights does not depend upon the volume of sales generated or on your penetration of the market potential. You do not have the right to acquire additional franchises, options, rights of first refusal or similar rights to acquire additional franchises, although you may apply for the right to operate additional Tap Trailer Businesses under separate Franchise Agreements.

You are not permitted to use and display the Tap Trailer Marks or use the Tap Trailer System at any location other than at Approved Venues, nor do you have the right to use other channels of distribution to make sales outside your Approved Venues. Other than the rights granted under your Protected Area, you do not have any right to exclude, control, or impose conditions on the location or development of any Tap Trailer Business, or any other method of distribution under the Tap Trailer Marks or any other trademark.

Area Development Agreement

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

Under the Area Development Agreement, we grant you the right to operate and operate a specified number of Tap Trailer Businesses at venues in a specified Territory, subject to our approval. The Territory may be one or more cities, counties, states, or some other defined area. During the term of the Area Development Agreement, we will not operate or grant a license or franchise to any other person to operate a Tap Trailer Business of the type you are operating in your Territory. We will determine or approve the Protected Area of each Tap Trailer Business under the Franchise Agreement at the time each Franchise Agreement is signed, and our then-current standards for approving sites and determining Protected Areas will apply.

We expressly reserve the exclusive, unrestricted right, in our sole and absolute discretion, directly and indirectly to: (i) operate, own and operate, and to grant franchises to third parties to operate, own and operate, Tap Trailer Businesses outside the Territory, regardless of their proximity to the Territory; (ii) develop, own and operate, and to grant franchises to third parties to develop, own and operate any other business, including food and beverage businesses, other than a Competitive Business, under the Tap Trailer Marks and systems different from the Tap Trailer Marks and the Tap Trailer System within and outside the Territory; (iii) sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, Branded Products within and outside the Territory through the Internet, mail order catalogs, direct mail advertising and through other distribution methods (iv) market on the Internet and use the Marks on the Internet, including all use of web sites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, co-branding and other arrangements, and in all other forms of electronic media; (v) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Tap Trailer Businesses and to franchise, license or create similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; (vi) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any business providing products and services similar to those provided at Tap Trailer Businesses, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses; and (vii) engage in all other activities that the Franchise Agreement does not expressly prohibit. We are not required to pay you any compensation if we exercise any of the rights specified above inside your Territory. We are not required to pay you any compensation if we exercise any of the rights specified above.

If you fail to meet any of your obligations under the Area Development Agreement, including the development obligations, or commit a material breach of any Franchise Agreement signed by you under the Area Development Agreement, or a material breach of any other agreement between you and us, we may terminate your right to operate, open and operate new Tap Trailer Businesses in the Territory. The termination of your right to operate Tap Trailer Businesses in your Territory, however, will not terminate any rights granted under the Franchise Agreements then in effect between you and us, absent a breach of the Franchise Agreement itself. After the expiration of the term of your Area Development Agreement, we may own, operate, franchise or license others to operate additional mobile alcoholic beverage and food service trailers anywhere, without restriction, including in your Territory, subject only to the protected area rights granted to you in the individual Franchise Agreements.

Upon the termination or expiration of the Area Development Agreement; (i) you will have no further right to operate additional Tap Trailer Businesses in the Territory and no further rights or obligations under the Area Development Agreement; (ii) you will have the right to continue to own and operate all Tap Trailer Businesses you opened prior to the expiration date under Franchise Agreements with us that remain in full force and effect on the expiration date; and (iii) we may, but are not required to, operate, own and operate, and grant franchises to third parties to operate, own and operate Tap Trailer Businesses at any location within or outside of the Territory, without restriction, subject only to the protected area rights granted to you under your Franchise Agreements for your Tap Trailer Businesses in the Territory.

You are not granted any options, rights of first refusal or similar rights to acquire additional franchises within the Territory. If you wish to further operate Tap Trailer Businesses in the Territory, you must notify us in writing within 180 days before the expiration of your Area Development Agreement. If we believe that the renewal development obligation proposed by you is acceptable, we will deliver our then-current Area Development Agreement to you. If the proposed additional development obligation is not acceptable to us, we will agree to negotiate with you in good faith for 60 days to try to agree upon a mutually acceptable

development schedule. If you do not exercise your right to sign a new Area Development Agreement, we may own, operate, franchise or license others to operate additional Tap Trailer Businesses in your Territory subject only to the territorial rights reserved to you in the individual Franchise Agreements.

We have not established other franchises or affiliate-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do anywhere and at any time.

Except for any other franchise program that we may operate in the future, neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or affiliate-owned facilities which provide similar products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent.

ITEM 13
TRADEMARKS

As a Franchisee, you are licensed to use and display the trade name Tap Trailer, and the marks using it, during the term of your Franchise Agreement and only for the operation of the Tap Trailer Business and the sale of products described on the Tap Trailer standard menu. You may not license or sublicense any trademarks, service marks, trade names, logotypes or commercial symbols owned by us or our affiliates. The Operating Company is the owner of all rights, titles and interests in the trade names, trademarks (the "**Marks**") and service marks and has registered the following marks on the Principal Register of the U.S. Patent and Trademark Office ("**USPTO**"):

Mark	Registration Number	Registration Date
TAP TRAILER CO.	5658349	January 15, 2019
THE BUBBLE TAP TRAILER	5743256	May 7, 2019
	5743257	May 7, 2019

We do not have a federal registration for the mark "**Cocktail Tap Trailer**". Therefore, this trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. We claim common law rights to the trade and service marks we license to you. The Operating Company also claims common law rights to the trade and service marks we license to you. The Operating Company has filed all required affidavits.

The Operating Company has granted us an exclusive and perpetual license to use the Marks. The license does not limit our right to use or license the use of any of the trademarks in any manner material to the franchise. No other agreements are currently in effect which limit our use of the trademarks in any manner material to the franchise. The exclusive license may only be terminated for cause by the Operating Company, but we do not anticipate any issue with your use of the Marks because the Operating Company's members are principals of ours. If the license is terminated, you may have to switch to a different trademark, which may increase your expenses. There are no currently effective material determinations of the Trademark Trial and Appeal Board,

the trademark administrator of any state or any court, or any opposition or cancellation proceeding, or any pending litigation involving the trade name the Tap Trailer or the Marks. The Operating Company intends to file all required affidavits when they become due, as prescribed by law.

You must use the trade name Tap Trailer without any suffix or prefix attached to it to identify the Tap Trailer Business. You are prohibited from using our trade name, trademarks, or service marks as part of any corporate name or using the Tap Trailer trade name with any prefix, suffix, or other modifying words, terms, designs, or symbols. You are obligated to file a fictitious business name statement and do all other things necessary to prevent the use of the Tap Trailer trade name, trademarks, or service marks by you from diminishing or destroying the legal protection to which they are entitled.

You must notify us of any infringement of, challenge to, or unauthorized use of the licensed name or Marks which comes to your attention, including any claim, suit or demand against you. We may take actions we deem appropriate to protect our name or Marks but we are not obligated by the Franchise Agreement to do so.

We have the sole right to control any litigation involving our trade name or Marks and to compromise or settle any claim, in our discretion, at our sole cost and expense, using lawyers of our own choosing, and you must cooperate fully in defending any claim, and you may participate at your own expense in the defense or settlement. You may not make any demand against any alleged infringer, prosecute any claim or settle or compromise any claim by a third party without our prior written consent. You agree in the Franchise Agreement not to contest, directly or indirectly, our ownership, right, title, or interest in its names or Marks, or contest our sole right to register, use, or license others to use those names and Marks.

We may add to, delete, or modify any or all of the Marks. You must modify or discontinue the use of a Mark, at your expense, if we modify or discontinue it. We will not compensate you if we modify or discontinue the Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any rights in or to any patents. There are no pending patent or copyright applications that are material to the franchise. We have no registered copyrights, but we claim copyright protection for the Manuals and all advertising material that may be distributed by us. We will loan you one copy of the Manuals for confidential use in the Tap Trailer Business. You may not disclose, publish, sell, show, or reproduce the Manuals and you must return the Manuals to us intact upon termination or expiration of the Franchise Agreement or Area Development Agreement.

We regard our recipes, our particular method of producing our menu items and food products and operating a mobile alcoholic beverage and food service trailers, and all the information contained in the Manuals, as proprietary information owned by us. You agree, as part of the Franchise Agreement, not to contest our exclusive ownership of the copyrights, trade secrets, recipes, processes, methods, procedures, formulae, techniques, and other proprietary information to which we claim exclusive rights. You are not given any rights in other trade secrets or proprietary or confidential information developed by us in the future. You must implement any reasonable procedures we may adopt to protect our trade secrets including restrictions on disclosures to your employees and requiring employees who will have access to our trade secrets to sign employment agreements containing non-disclosure and non-competition provisions.

There are no prior superior rights or infringing uses actually known to us that could materially affect your use of the copyrights, trade secrets, processes, methods, procedures, or other proprietary information described above. There are no agreements currently in effect that limit our rights to use or license the above-mentioned copyrights in any manner.

All ideas, concepts, techniques or materials created by you while you are a Tap Trailer franchisee, whether or not protectable intellectual property, must be promptly disclosed to us and will become our exclusive property and a part of the Tap Trailer franchise system as a work made for hire for us without compensation to you.

All data pertaining to your Tap Trailer Business and all data you create or collect in connection with your operation of the Tap Trailer Business, including, data pertaining to, or otherwise concerning, the Tap Trailer Business's customers, or that you otherwise collect including data uploaded to, or downloaded from your computer system is Tap Trailer data and is our sole property. We have the right to review and use the Tap Trailer data in any manner that we deem appropriate without any compensation to you. You just provide us with copies and/or originals of the Tap Trailer data within 5 days after our request for the Tap Trailer data at no cost to us and at any time during the term of your Franchise Agreement and upon the expiration and/or termination of your Franchise Agreement. We license the use of the Tap Trailer data to you during the term of your Franchise Agreement, at no cost to you, solely for your use in the operation of your Tap Trailer Business. You must maintain the Tap Trailer data as secret and confidential must not make any of the Tap Trailer data available to any unauthorized person without our prior written consent of and then only in the manner we permit.

The goodwill associated with all phone and fax numbers, email addresses, domain names, social media and other Internet addresses used in operation of the Tap Trailer Business is an asset that belongs to us. Upon cancellation, termination or expiration of the Franchise Agreement, you will be deemed to have assigned to us or our designee all right, title and interest in and to these and/or services associated with the same. You must sign the instruments we request to confirm the assignments and transfers to us.

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

You must designate a Principal Owner acceptable to us who will be involved in the day-to-day operations of the Tap Trailer Business. Your Principal Owner must own a minimum of a 51% ownership interest in Franchisee and must devote his or her full time to the Tap Trailer Business. You must also designate a Manager who will be the individual responsible for your Tap Trailer Business in the absence of the Principal Owner. Your Manager does not have to own an equity interest in you or the franchise. Your Tap Trailer Business must, at all times, be directly supervised by the Principal Owner or a Manager or other supervisorial or managerial personnel who have successfully completed our Pre-Opening Initial Training Program. You must provide comprehensive initial training programs, additional training programs and remedial training programs for your other employees and ensure that your Tap Trailer Business is at all times under the direct control of the Principal Owner or a Manager and other employees fully trained by you. We may require each of your owners, Managers and other supervisorial and managerial personnel who will have access to any confidential information to sign a Confidentiality and Non-Disclosure Agreement in substantially the form of **Exhibit I**. None of the provisions in the Confidentiality and Non-Disclosure Agreement are intended to prohibit or restrict any activity which prohibition or restriction violates your employees' rights to engage in protected concerted activity under the National Labor Relations Act.

If you are an entity, all present and future Owners of the equity or your voting rights, including spouses (and family members who live in the same household, excluding minor children) must execute a written guarantee in a form we prescribe, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of your obligations to us and to our Affiliates. Upon each transfer or assignment of your interest in the Franchise Agreement, or other change in your ownership interests, and at any other time we request, these holders must re-execute a written guarantee in a form we prescribe.

All employees you hire or employ at your Tap Trailer Business will be your employees and your employees alone, and will not, for any purpose, be deemed to be our employees or subject to our direct or indirect control, most particularly with respect to any mandated or other insurance coverage, taxes or contributions, or requirements regarding withholdings, levied or fixed by any governmental authority. You will file your own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers' compensation insurance payments for your employees and operations. We will not have the power to hire or fire your employees. Our authority under the Franchise Agreement to train and approve your supervisorial or managerial personnel for qualification to perform certain functions at your Tap Trailer Business does not directly or indirectly vest us with the power to hire, fire or control any of your personnel. You and you alone will be solely responsible for all hiring and employment decisions and functions relating to the Tap Trailer Business, including those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees, regardless of whether you have received advice from us on these subjects or not. Any guidance we may give you regarding employment policies should be considered merely examples. You will be responsible for establishing and implementing your own employment policies, and should do so in consultation with local legal counsel experienced in employment law.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Except as described below, you must offer and sell all, and only, those beverages, food, goods and services that we approve (See Item 8). We may add, delete, and change menu items that you may or must offer, in our unrestricted discretion, and this may require you to purchase additional equipment. There are no limits on our right to make changes. The Tap Trailer Business must, at all times, be directly supervised by a Manager who has successfully completed our training program. You may not operate any co-branding system without our prior written consent, which may be withheld unless we recognize the co-branding chain as an approved co-brand for operation within Tap Trailer Businesses. "**Co-Branding**" includes the operation of an independent business, product line or operating system owned or licensed by another franchisor that is featured or incorporated within your Tap Trailer or is adjacent to your Tap Trailer and operated in a manner likely to cause the public to perceive it is related to the Tap Trailer Business. An example would be an independent ice cream counter installed within a Tap Trailer.

We may, on occasion, require you to test market products and/or services at your Tap Trailer Business. You must cooperate with us in conducting these test marketing programs and must comply with all rules and regulations established by us.

No vending, gaming machines, payphones, automatic teller machines, Internet kiosks or other mechanical or electrical devices are permitted in your Tap Trailer Business without our prior written consent.

You are not permitted to use or display the Tap Trailer Marks or use the Tap Trailer System at any location other than an Approved Venue in your Protected Area, nor do you have the right to use other channels of distribution to make sales outside of your Protected Area. Please see Item 12.

You cannot sell Authorized Tap Trailer Products on the Internet without our prior written consent.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement (Exhibit A)	Summary
a. Length of the term of the franchise	Sections 3.1	5 years
b. Renewal or extension of the term	Section 3.2	Two successive 5-year options
c. Requirements for Franchisee to renew or extend	Section 3.3	You must have complied with your obligations during the term of your Franchise Agreement; at our request, renovate or modernize your Tap Trailer Business to comply with our then-current standards for a new Tap Trailer Business; not have committed 3 or more material Defaults during any 18 month period during the Term; sign our then-current form of Franchise Agreement that may contain terms and conditions materially different from those in your original Franchise Agreement; satisfy our then-current training requirements; pay a renewal fee and sign a general release. Your continuing royalty and advertising fee payments under your renewal Franchise Agreement will be at the rates then applicable to new franchisees.
d. Termination by Franchisee	Section 16.9	You may terminate the Franchise Agreement due to a material default by us which is not cured by us within 60 days after we receive written notice from you of the alleged default. If the default cannot reasonably be cured in that 60 day period, we will not be in default under the Franchise Agreement if we commence to cure the default within 60 days and diligently continue to prosecute the same to completion.

Provision	Section in Franchise Agreement (Exhibit A)	Summary
e. Termination by Franchisor without cause	Not Applicable	Not Applicable
f. Termination by Franchisor with cause	Sections 16.1 – 16.3 and 16.5	We can terminate the Franchise Agreement if you materially default under your Franchise Agreement, any other individual Franchise Agreement, any Area Development Agreement (other than solely for your failure to meet your development obligation), or any other agreement between you and us.
g. "**Cause**" defined – curable defaults	Section 16.3	You have 5 days to cure non-payment of fees and 10 days to cure non-compliance with laws and defaults not listed in Section 16.2.
h. "**Cause**" defined non-curable defaults	Sections 16.1 and 16.2	Non curable defaults include: bankruptcy, foreclosure, and insolvency; abandonment; unapproved transfers; repeated defaults, even if cured; misrepresentations in acquiring your license; health or safety violations; trademark misuse; conviction of a felony; failure, for a period of 10 days after notification of noncompliance, to comply with any state or local law or regulation applicable to the operation of the Tap Trailer Business; failure to pay any amounts overdue; failure to meet site selection requirements, enter a lease or Open for business within applicable time period; knowingly maintaining false books or records or submitting false reports or knowingly underreporting gross sales; materially misusing the Marks; making an unauthorized use of the trade secrets or confidential information; failing to purchase appropriate inventory; sell or attempt to sell any products other than Authorized Tap Trailer Products and fail to cease to do so within 3 days of notice to cease sales; purchasing or purport to purchase products from non-approved suppliers; failure to make timely payments on funds we have advanced on your behalf or on any amounts we guarantee on your behalf; default upon or breach of the provisions of any promissory note or indebtedness or agreement relating to the Franchise Agreement; use of abusive language with your employees or customers; denigration of the System or unflattering portrayal of us on the Internet or otherwise; and a breach of your obligations under the Franchise Agreement or other Agreement between you and us that is not capable of being cured by you.
i. Franchisee's obligations on termination/ nonrenewal	Sections 17.1, 17.2, 17.4, 17.7 and 17.8	You must cease use of our trademarks, de-identify the Tap Trailer Business, pay all amounts due to us, and return the Manuals. We may, at our option, assume all Electronic Communications and Media for the Tap Trailer Business. You must, at our option, cancel or assign to us your rights to any

Provision	Section in Franchise Agreement (Exhibit A)	Summary
		Electronic Communications and Media or assumed, fictitious or corporate names which contain our Marks. See also "r" below.
j. Assignment of contract by Franchisor	Section 14.1	No restriction on our right to assign.
k. "**Transfer**" by Franchisee - definition	Section 14.2	Includes transfer of the agreement or change in ownership of the business entity which owns it.
l. Franchisor's approval of transfer by Franchisee	Section 14.2	Transfers require our prior written consent, which will not be unreasonably withheld.
m. Conditions for Franchisor's approval of transfer	Sections 14.2-14.4	The proposed transferee must qualify, successfully complete our initial training program, sign our then-current Franchise Agreement (provided, that the term of the new Franchise Agreement will be the remaining term of the existing Franchise Agreement) and you must be in good standing, sign a general release and pay the transfer fee. See also "r" below. If the Franchise Agreement has been signed under an Area Development Agreement, except as described below, you must concurrently assign all other existing Franchise Agreements to the same assignee.
n. Franchisor's right of first refusal to acquire Franchisee's business	Section 14.3	We can match any offer for your business.
o. Franchisor's option to purchase Franchisee's business	Section 17.5	When your Franchise Agreement expires or is terminated, we have the option to purchase the Tap Trailer.
p. Death or disability of Franchisee	Section 14.5	Your spouse, heirs or personal representative has 180 days to purchase your interest or complete an assignment of your interest to a qualified, approved third party, subject to the transfer provisions.
q. Non-competition covenants during the term of the franchise	Section 15.1	Subject to state law, you are prohibited from: diverting any present or prospective Tap Trailer customer to any competitor, or performing any other act injurious or prejudicial to the goodwill associated with the Tap Trailer Marks and the Tap Trailer System, or (ii) owning or having any interest in a competitive business to the Tap Trailer business.
r. Non-competition covenants after the franchise is terminated or expires	Sections 15.2 and 15.3	Subject to state law, for 2 years following the expiration or termination of your Franchise Agreement, you cannot own or have any interest in a competitive business located within 25 miles of any Tap Trailer protected area or your Protected Area.

Provision	Section in Franchise Agreement (Exhibit A)	Summary
		If you violate the post-term covenant not to compete, you must pay us, throughout the 2 year period following the termination, transfer, or expiration of your Franchise Agreement, 7% of the gross sales of any business which provides similar services or products at any site within 25 miles of any Tap Trailer protected area or your Protected Area.
s. Modification of the agreement	Sections 6.5 and 21.5	The Manuals are subject to change. You must comply with any changes set forth in the Manuals.
t. Integration/ merger clause	Section 21.5	Only the terms of the Franchise Agreement and its exhibits are binding (subject to state law). Nothing in the Franchise Agreement is intended to disclaim the representations made in the Disclosure Document. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	None	None.
v. Choice of forum	Section 19.1	All proceedings will be held in Los Angeles County, California, subject to applicable state law. See the State Specific Addenda (**Exhibit E**) attached to this Disclosure Document.
w. Choice of law	Section 19.1	California, subject to the exception provided in Section 19.2 of the Franchise Agreement and applicable state law. See the State Specific Addenda (**Exhibit E**) attached to this Disclosure Document.

AREA DEVELOPMENT AGREEMENT

Provision	Section in Area Development Agreement (Exhibit B)	Summary
a. Length of the term of the Area Development	Section 3.1	5 years
b. Renewal or extension of the term	Section 3.2	5 years
c. Requirements for Area Developer to renew or extend	Sections 3.3-3.4	You must sign our then-current Area Development Agreement, which will contain your additional development obligations during the renewal term; you must sign a general release; you may be asked to sign a Franchise Agreement that contains terms and conditions materially different from those in your previous agreements; you must have fulfilled all of your obligations under the Area

Provision	Section in Area Development Agreement (Exhibit B)	Summary
		Development Agreement; you must demonstrate your financial ability to implement and complete your renewal development obligations; you must pay the renewal fee.
d. Termination by Area Developer	Not Applicable	Not Applicable
e. Termination by Franchisor without cause	Not Applicable	Not Applicable
f. Termination by Franchisor with "**cause**"	Section 11.1	We can terminate if you default under your Area Development Agreement, an individual Franchise Agreement, or any other agreement between you or your affiliate and us.
g. "**Cause**" defined - curable defaults	Section 11.3	You have 30 days to cure defaults under your Area Development Agreement, and in the case of a breach or default in the performance of your obligations under any Franchise Agreement or other agreement between you and us, the notice and cure provisions of the Franchise Agreement or other agreement will control.
h. "**Cause**" defined –non-curable defaults	Sections 11.1 and 11.2	Non-curable defaults include: bankruptcy, insolvency; unapproved transfers; failure to meet your development obligations; any breach of the covenants not to compete set forth in Section 13; repeated defaults, even if cured; unapproved transfers; termination of any of your Franchise Agreements; conviction of a felony; disclosure of confidential information; and a breach of your obligations under the Area Development Agreement or other agreement between you and us that is not capable of being cured by you.
i. Area Developer's obligation on termination/non-renewal	Sections 12.1-12.3	You will have no further right to operate or operate additional Tap Trailer Businesses which are not, at the time of termination, the subject of a then validly existing Franchise Agreement between you and us. You may continue to own and operate all Tap Trailer Businesses under then validly existing Franchise Agreements. You shall pay all sums owed to us and our affiliates and return the Manuals and all other materials containing Confidential Information.
j. Assignment of contract by Franchisor	Section 9.1	No restrictions on our right to assign.
k. "**Transfer**" by Area Developer – defined	Section 9.2	Includes transfer of the agreement or changes in ownership of the business entity which owns it. No shares of an Area Developer which is a business entity may be offered for sale through the public offering of securities. Shares may be offered by private offering with our prior written consent.
l. Franchisor's approval of transfer by Area Developer	Section 9.2.1	Transfers require our prior written consent, which will not be unreasonably withheld.
m. Conditions for Franchisor's approval of transfer	Sections 9.2 and 9.4	Except as described below, you may not transfer any Franchise Agreement signed under the Area Development Agreement except with our written consent and a simultaneous assignment of the Area Development Agreement and all of the Franchise Agreements

Provision	Section in Area Development Agreement (Exhibit B)	Summary
		signed under the Area Development Agreement to the same assignee. The proposed buyer must sign our then-current form of Franchise Agreement for each of your Tap Trailer Businesses then developed or under development. The proposed transferee must qualify as a franchisee and sign our then-current Area Development Agreement and you must be in good standing, sign a general release and pay the transfer fee. See also "r" below.
n. Franchisor's right of first refusal to acquire Area Developer's business	Section 9.3	We may match any offer to purchase your business.
o. Franchisor's option to purchase Area Developer's business	Sections 9.1.1 and 9.1.2	Upon the occurrence of a merger, acquisition, refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring (collectively, a "**Capital Event**"), we will have the right to compel you to sell the assets of any or all of your Tap Trailer Business at the same value attributable to Tap Trailer Businesses owned and operated by us or our affiliates at the close of the Capital Event.
p. Death or disability of Area Developer	Section 9.5	Your spouse, heirs or personal representative has 180 days to purchase your interest or complete an assignment of your interest to a qualified, approved third party, subject to the transfer provisions.
q. Non-competition covenants during the term of the franchise	Section 13.1	Subject to state law, you are prohibited from: (i) diverting any present or prospective Tap Trailer customer to any competitor, or performing any other act injurious or prejudicial to the goodwill associated with the Tap Trailer Marks and the Tap Trailer System, or (ii) owning or having any interest in a competitive business to the Tap Trailer business.
r. Non-competition covenants after the franchise is terminated or expires	Section 13.2	Subject to state law, for 2 years following the expiration or termination of your Franchise Agreement, you cannot own or have any interest in a competitive business, except under another effective Franchise Agreement with us, or any location within 25 miles of any Tap Trailer protected area or your Protected Area.
s. Modification of the Area Development Agreement	Section 18.5	The Area Development Agreement can be modified or amended only by written agreement of all of the parties.
t. Integration/merger clause	Section 18.5	All agreements between the parties are in the Area Development Agreement and its exhibits (subject to state law). Nothing in the Area Development Agreement is intended to disclaim the representations made in the Disclosure Document. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	None	None.
v. Choice of forum	Section 15.1	All proceedings will be held in Los Angeles County, California, subject to applicable state law. See the State Specific Addenda (**Exhibit E**) attached to this Disclosure Document.

Provision	Section in Area Development Agreement (Exhibit B)	Summary
w. Choice of law	Section 15.1	California, subject to the exception provided in Section 15.2 of the Area Development Agreement and applicable state law. See the State Specific Addenda (**Exhibit E**) attached to this Disclosure Document.

ITEM 18
PUBLIC FIGURES

Lance Bass is an American singer, dancer, actor, film and television producer, and author. He was a singer for the American pop band NSYNC. Lance appears on our website, in our advertising circulars to endorse our products and brand and promote franchise sales. Lance is also a member and owns a 3% interest in us. He does not receive monetary compensation for endorsements.

With this exception, no compensation or other benefit is given or promised to a public figure for the use of a public figure in the name or symbol of the Tap Trailer Business or the endorsement or recommendation of the Tap Trailer Business by a public figure in advertisements. You do not have the right to use the name of any public figure in promotional efforts or marketing without our prior written approval. No public figures are involved in the actual management or control of us.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance of a particular location or under particular circumstances.

Before signing any documents or making any investment, you must make your own independent investigation regarding the purchase of a Tap Trailer Business franchise, including independent market and industry reviews and comparisons and talking to current and former Tap Trailer Business franchisees. You must consult with your own independent advisors, such as attorneys and accountants, to assist in determining the suitability of this investment for you.

Written substantiation for the financial performance representations made in this Item 19 will be made available to you upon reasonable request.

Some Tap Trailer Businesses have earned these amounts. Your individual results may differ. There is no assurance you will earn as much.

GROSS SALES, COST OF GOODS SOLD, GROSS PROFIT, OTHER OPERATING EXPENSES AND NET INCOME FOR AFFILIATE-OWNED TAP TRAILER BUSINESS DURING THE PERIOD FROM MARCH 18, 2019 TO JULY 31, 2019 AND FROM MARCH 18, 2020 TO JULY 31, 2020 (SEE NOTES 1 – 8)

TABLE 1

Affiliate-Owned Tap Trailer Business (Notes 1 and 2)			
	March 18 to July 31, 2019	**March 18 to July 31, 2020**	**% Change**
Gross Sales (Note 3)	**$59,136.43**	**$21,999.70**	**-62.8%**
Cost of Goods Sold (Note 4)	**$5,288.78**	**$7,022.55**	**+32.8%**
Gross Profit (Note 5)	**$53,847.65**	**$14,977.15**	**-72.2%**
Other Operating Expenses (Notes 6 and 9)	**$37,595.73**	**$11,564.25**	**-21%**
Net Income (Note 7)	**$16,251.92**	**$3,412.90**	**-69.2%**

IMPUTED ROYALTY FEE FOR AFFILIATE-OWNED TAP TRAILER BUSINESS DURING THE PERIOD FROM MARCH 18, 2019 TO JULY 31, 2019 AND FROM MARCH 18, 2020 TO JULY 31, 2020

TABLE 2

Affiliate-Owned Tap Trailer Business (Notes 1 and 2)		
	March 18 to July 31, 2019	**March 18 to July 31, 2020**
Imputed Royalty Fee (Note 8)	**$4,139.55**	**$1,539.99**
Net Income After Deduction of Royalty Fee (Note 8)	**$12,112.37**	**$1,872.91**

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GROSS SALES, COST OF GOODS SOLD, GROSS PROFIT, OTHER OPERATING EXPENSES AND NET INCOME FOR AFFILIATE-OWNED TAP TRAILER BUSINESS DURING THE PERIOD JANUARY 1, 2019 THROUGH DECEMBER 31, 2019 (SEE NOTES 1 – 8)

TABLE 3

Affiliate-Owned Tap Trailer Business (Notes 1 and 2)		
Gross Sales (Notes 3 and 9)	**$759,846.15**	**100.0%**
Cost of Goods Sold (Notes 4 and 9)	**$363,888.36**	**47.9%**
Gross Profit (Notes 5 and 9)	**$395,975.50**	**52.1%**
Other Operating Expenses (Notes 6 and 9)	**$178,393.06**	**23.5%**
Net Income (Notes 7 and 9**)**	**$217,582.44**	**28.6%**

IMPUTED ROYALTY FEE FOR AFFILIATE-OWNED TAP TRAILER BUSINESS DURING THE PERIOD JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

TABLE 4

Affiliate-Owned Tap Trailer Business (Notes 1 and 2)		
Imputed Royalty Fee (Notes 8 and 9)	**$53,189.23**	**7%**
Net Income After Deduction of Royalty Fee (Notes 8 and 9)	**$164,393.21**	**21.6%**

NOTE 1:

On March 18, 2020, the Affiliate-Owned Tap Trailer Business, owned and operated by the Operating Company, implemented the stay-at-home order imposed by California in response to the COVID-19 pandemic. The Affiliate-Owned Tap Trailer Business streamlined its operations in response to the stay-at-home order by reducing staff and cancelling current contracts, as well as by taking deposits for future events and introducing new products. Table 1 includes the actual historical information we accumulated for the Affiliate-Owned Tap Trailer Business that was owned and operated by the Operating Company for the period from March 18, 2020 through July 31, 2020 and compares it to the actual historical information we accumulated for the Affiliate-Owned Tap Trailer Business for the period from March 18, 2019 through July 31, 2019. The Affiliate-Owned Tap Trailer Business included in Table 1 is operated in Southern California and its operations are similar to the franchise offered in this Disclosure Document. All information is unaudited.

On December 31, 2019, there was one Affiliate-Owned Tap Trailer Business owned and operated by the Operating Company. Table 3 includes actual historical information we accumulated for the Affiliate-Owned Tap Trailer Business that was owned and operated by the Operating Company for the 12 months ending December 31, 2019. The Affiliate-Owned Tap Trailer Business included in Table 3 is operated in Southern

California and its operations are similar to the franchise offered in this Disclosure Document. All information is unaudited.

Percentages (%) to the immediate right of each category in Table 1 represent the percent change in that category for the period from March 18, 2019 through July 31, 2019 to the period from March 18, 2020 through July 31, 2020.

Percentages (%) to the immediate right of each category in Tables 3 and 4 represent that category's value as a percentage of Gross Sales.

NOTE 2:

The Affiliate-Owned Tap Trailer Business included in Tables 1 and 3 opened for business in June 2018 and was open and operating for the 12 months ending December 31, 2019.

NOTE 3:

For purposes of Tables 1 and 3, Gross Sales means the aggregate of the total of all revenues derived from sales of any nature or kind whatsoever from the Affiliate-Owned Tap Trailer Business included in Tables 1 and 3. Gross Sales excludes the amount of bona fide refunds paid to customers, the amount of sales taxes actually paid to governmental authority and the retail price of any coupons, gift certificates and vouchers when redeemed.

NOTE 4:

For purposes of Tables 1 and 3, Cost of Goods Sold means the Operating Company's expenses for food, beverages, paper supplies, disposables, CO2, nitrogen and labor.

NOTE 5:

For purposes of Tables 1 and 3, Gross Profit means Gross Sales less Cost of Goods Sold.

NOTE 6:

For purposes of Tables 1 and 3, Other Operating Expenses means the Operating Company's expenses for all other expenses related to the operation of the Tap Trailer Business (other than expenses for food, beverages, paper supplies, disposables, CO2, nitrogen and labor) including expenses such as vehicles, travel, bank charges, insurance, job supplies, licenses and permits, office supplies, advertising, shipping, legal fees, general and administrative expenses, and the like.

NOTE 7:

For purposes of Tables 1 and 3, Net Income means Gross Profit less Other Operating Expenses.

NOTE 8:

Based upon the Gross Sales of the Affiliate-Owned Tap Trailer Business, we have included Tables 2 and 4 to include imputed Royalty Fees that a franchisee would incur at 7% of Gross Sales, which the Affiliate-Owned Tap Trailer Business did not incur. For purposes of this Item 19, we did not have any franchisees as of December 31, 2019 or as of July 31, 2020 and we have no reasonable basis to conclude that there will be material financial and operational differences between the Affiliate-Owned Tap Trailer Business and operational franchised outlets, other than the Royalty Fees that a franchisee would incur.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jennifer Disotell at Jennifer@taptrailerco.com.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEM-WIDE SHOP SUMMARY
FOR FISCAL YEARS 2017 to 2020*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised				
	2017	0	0	0
	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Affiliate Owned**				
	2017	0	0	0
	2018	0	1	+1
	2019	1	1	0
	2020	1	1	0
Total Outlets				
	2017	0	0	0
	2018	0	1	+1
	2019	1	1	0
	2020	1	1	0

* Through October 19, 2020.

** These locations are owned by the Operating Company.

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
OTHER THAN FRANCHISOR
FOR FISCAL YEARS 2017 to 2020*

State	Year	Number Of Transfers
All States		
	2017	0
	2018	0
	2019	0
	2020	0
Totals		
	2017	0
	2018	0
	2019	0
	2020	0

* Through October 19, 2020.

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR FISCAL YEARS 2017 to 2020*

State	Year	Outlets At Start Of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets At End Of The Year
All States								
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Totals								
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

* Through October 19, 2020.

TABLE NO. 4
STATUS OF AFFILIATE OWNED OUTLETS
FOR FISCAL YEARS ENDING 2017 to 2020

State	Year	Outlets At Start Of The Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold To Franchisee	Outlets At End Of The Year
California*							
	2017	0	0	0	0	0	0
	2018	0	1	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Totals*							
	2017	0	0	0	0	0	0
	2018	0	1	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1

* Through October 19, 2020.
** These locations are owned by the Operating Company.

TABLE NO. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2019

State	Franchise Agreements Signed But Outlets Not Opened	New Franchised Outlets In The Next Fiscal Year	Projected New Affiliate-Owned Outlets In The Next Fiscal Year
California	0	1	0
Totals	0	1	0

We have no franchisees as of the issuance date of this Disclosure Document. See **Exhibit J**.

We have not signed confidentiality clauses with current or former franchisees since our formation. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. No outlets have been terminated, not renewed, or ceased operations for other reasons.

We have not created, sponsored, endorsed or received a request to include in this Disclosure Document, a trademark specific franchisee organization.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as **Exhibit G** is our audited financial statements as of July 31, 2020. Our fiscal year ends on December 31 of each year.

ITEM 22
CONTRACTS

Attached as **Exhibit A** is a copy of our current form of Franchise Agreement.
Attached as **Exhibit B** is a copy of our current form of Area Development Agreement.
Attached as **Exhibit C** is a copy of our current form of Confidentiality Agreement for Prospective Franchisees.
Attached as **Exhibit D** is a copy of our current form of General Release.
Attached as **Exhibit E** is a copy of our current form of State Specific Addenda.
Attached as **Exhibit F** is a copy of our current form of Franchise Compliance Certificate.
Attached as **Exhibit I** is a copy of our current form of Non-Disclosure and Confidentiality Agreement for Employees of Franchisee.

ITEM 23
RECEIPTS

2 copies of an acknowledgment of your receipt of this Disclosure Document appear as **Exhibit K**. Please return 1 copy to us and retain the other for your records.

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT A
FRANCHISE AGREEMENT

TAP TRAILER CO. FRANCHISING, LLC

FRANCHISE AGREEMENT

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE AGREEMENT

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EXHIBITS

EXHIBIT A	ENTITY INFORMATION DISCLOSURE
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TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the **"Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and between **TAP TRAILER CO. FRANCHISING, LLC**, a Wyoming limited liability company ("**Franchisor**"), on the one hand, and the individuals or Entity identified as "**Franchisee**" on **Exhibit A** ("**Franchisee**"), on the other hand, who are individually referred to in this Agreement as a "**Party**", and collectively referred to in this Agreement as "**Parties**", with reference to the following facts:

A. Franchisor and its affiliate have developed the "**Tap Trailer System**" for the establishment and operation of businesses (each, a "**Tap Trailer Business**") that use unique pre-designed and pre-equipped mobile beverage and food service trailers ("**Tap Trailers**") to serve a variety of alcoholic beverages and snacks at celebrations, events and festivals. Each Tap Trailer Business operates under the trade names and service marks "**Tap Trailer**", "**Bubble Tap Trailer**" and other related trademarks, service marks, logos and commercial symbols, and the trade dress used to identify the Tap Trailer Businesses, including the unique and distinctive interior and exterior design of Tap Trailers, color schemes, fixtures and equipment present in Tap Trailers (collectively, the "**Tap Trailer Marks**"). Franchisor continues to develop, use and control the use of the Tap Trailer Marks in order to identify for the public the source of services and products marketed under the Tap Trailer Marks and the Tap Trailer System, and to represent the Tap Trailer System's high standards of quality, appearance and service.

B. Franchisee desires to obtain a license and franchise to develop, own and operate one "**Tap Trailer**" franchised business (the "**Tap Trailer Business**") utilizing Tap Trailers under the Tap Trailer Marks and in strict accordance with the Tap Trailer System, and the standards and specifications established by Franchisor, and Franchisor is willing to grant Franchisee such license and franchise under the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS**.

The following capitalized terms in this Agreement are assigned these definitions:

"**Abandon**" means (i) Franchisee's failure, at any time during the Term, to keep the Tap Trailer Business open and operating for business for a period of ninety (90) consecutive days, except as provided in the Manuals, (ii) Franchisee's failure to keep the Tap Trailer Business operating for any period after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that Franchisee does not intend to continue to operate the Tap Trailer Business, unless the failure to operate is due to Force Majeure (subject to Franchisee's continuing compliance with this Agreement), (iii) Franchisee's failure to actively and continuously maintain and answer the telephone listed by Franchisee for the Tap Trailer Business solely with the Tap Trailer name, or (iv) a closure of the Tap Trailer Business required by Applicable Law.

"**Advertising Fund**" means the fund that Franchisor has established to promote the Tap Trailer Marks and all Tap Trailer Businesses.

"**Advertising Fund Fees**" means the monthly advertising fund fees that Franchisee shall pay Franchisor equal to the greater of two percent (2%) of the Gross Sales of the Tap Trailer Business or $250. Franchisor shall have

the right to adjust the amount of the Advertising Fund Fees at any time and from time to time during the Term upon ninety (90) days' prior written notice from Franchisor to Franchisee, to an amount not to exceed the greater of three percent (3%) of the Gross Sales of the Tap Trailer Business or $250.

"**Affiliate"** or "**Affiliates**" mean any person or Entity that controls, is controlled by, or is under common control with, a Party to this Agreement. Control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise.

"**Applicable Law**" means and includes applicable common law and all statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority with jurisdiction over the operation of Tap Trailer Business that are in effect on or after the Effective Date, as they may be amended from time to time.

"**Approved Suppliers**" means suppliers of Tap Trailer Branded Products, Tap Trailer Proprietary Products and Non-Proprietary Products, and ancillary services, food products, beverages, supplies, furniture, fixtures and equipment for Tap Trailer Businesses that have been accepted and approved by Franchisor because they have demonstrated to Franchisor their ability to supply products and services for Tap Trailer Businesses meeting Franchisor's specifications as to brand names, models, contents, manner of preparation, ingredients, quality, freshness, compliance with governmental standards and regulations, reliability with respect to delivery and consistency in the quality of their products or services. Franchisor and its Affiliates may be Approved Suppliers.

"**Approved Venues**" means a broad variety of possible celebration, event and festival sites for the use of Tap Trailers, including, without limitation, fairs, sporting events, conventions, rodeos, trade shows, grand openings, seminars, a location within a captive market site, another primary business or in conjunction with other businesses or at institutional settings including office buildings and business complexes, arenas, stadiums and entertainment venues, health clubs and recreational facilities, airports, train and bus stations, toll road facilities and other transportation terminals and related facilities, educational, medical, governmental and other types of institutional facilities, shop-in retail locations or shop-in restaurant locations, grocery stores, restaurants and movie theaters, food courts operated by a master concessionaire and any site for which the lessor, owner or operator limits the operation of its food service facilities to a master concessionaire or contract food service provider.

"**Authorized Tap Trailer Products**" means all Tap Trailer Branded Products, Tap Trailer Proprietary Products and Non-Proprietary Products offered for sale or used at Tap Trailer Businesses, as specified by Franchisor from time to time.

"**Business Judgment**" means that Franchisor is allowed to exercise its judgment however Franchisor believes is appropriate in a given circumstance without limitation, subject to the use of that discretion in any reasonable way as more fully described in Section 21.17.

"**Co-Branding**" means the operation of an independent business, product line or operating system owned or licensed by another Entity (not Franchisor) that is featured or incorporated within the Tap Trailer or is adjacent to the Tap Trailer and operated in a manner likely to cause the public to perceive it is related to the Tap Trailer Business. An example would be an independent ice cream counter installed within a Tap Trailer.

"**Competitive Business**" means any business which offers and serves alcoholic beverages and snacks from mobile trailers at celebrations, events and/or festivals and any business which looks like, copies, imitates, or operates with similar trade dress to a Tap Trailer.

"**Constituents**" means past, present and future Affiliates, parents, subsidiaries, divisions, partners, members, trustees, receivers, executors, representatives, administrators, owners, shareholders, distributors, parents, predecessors, officers, directors, agents, managers, principals, employees, insurers, successors, assigns, representatives and attorneys and the past, present and future officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of the foregoing.

"**Continuing Royalty Fees**" means the monthly royalty fees that Franchisee shall pay Franchisor equal to the greater of 7% of the Gross Sales of the Tap Trailer Business or the Monthly Minimum Royalty.

"**Crisis Management Event**" means any event that occurs at or about the Tap Trailer Business that has or may cause harm or injury to customers or employees, including, without limitation, food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings, epidemics, pandemics or any other circumstance which may damage the Tap Trailer System, the Tap Trailer Marks, or the image or reputation of Franchisor and its Affiliates.

"**Default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Electronic Signature"** means any electronic symbol and/or process attached to or logically associated with a document and executed by a Party with the intent to sign such document, including facsimile, email, or other electronic signatures.

"**Entity**" means any limited liability company, partnership, trust, association, corporation or other entity, which is not an individual. If Franchisee is an Entity, the Entity shall conduct no other business than the operation of the Tap Trailer Business.

"**Equity**" means capital stock, membership interests, partnership rights or other equity ownership interests of an Entity.

"**Expiration Date**" means the fifth anniversary of the Effective Date.

"**Force Majeure**" means any event (i) that was reasonably unforeseeable as of the Effective Date, (ii) that is beyond the reasonable control, directly or indirectly, of a Party, (iii) that could not reasonably have been prevented or avoided by that Party with the exercise of reasonable efforts and due diligence, (iv) that does not result from the fault or negligence of that Party or its agents, employees or contractors, and (v) that causes performance by that Party to be delayed, in whole or in part, or unable to partially or wholly perform its obligations under this Agreement. Subject to the satisfaction of the foregoing criteria, "**Force Majeure**" includes (a) acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe), (b) strikes, lockouts or other industrial disturbances, (c) war, terrorist acts, riot, or other civil disturbance, (d) unilateral governmental action impacting restaurants generally, and (e) contagious diseases, epidemics, pandemics, transportation shortages, inadequate supply of labor, material or energy, or a party foregoing the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency. Neither an act or failure to act by a Governmental Authority, nor the performance, non-

performance or exercise of rights under any agreement with Franchisee by any lender, landlord, contractor, or other person, or Franchisee's financial inability to perform or Franchisee's insolvency, shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure.

"**General Release**" means the form of general release prescribed by Franchisor of any and all known and unknown obligations, liabilities, demands, costs, expenses, damages, claims, actions and causes of action, of whatever nature, character or description, against Franchisor and its Constituents. A General Release will cover future consequences of acts, omissions events and circumstances predating the date of the General Release, but will not release, in advance, future acts, omissions or events which have not occurred at the time the General Release is executed.

"**Good Standing**" means Franchisee is in substantial compliance with the material requirements of this Agreement, the Manuals and all other agreements then in effect between Franchisor, or its Affiliates, and Franchisee, and has substantially cured each curable Default for which Franchisor has issued a Notice of Default to Franchisee within the time periods set forth in Article 16.

"**Governmental Authority**" means all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Gross Sales**" means the total of all revenues derived from sales of any nature or kind whatsoever from the Tap Trailer Business during the Term, whether evidenced by cash, services, property, barter, or other means of exchange, including all proceeds from the sale of coupons, gift certificates or vouchers. "**Gross Sales**" shall exclude the amount of bona fide refunds paid to customers and the amount of any sales or use taxes actually paid to any Governmental Authority and the retail price of any coupons, gift certificates and vouchers when they are redeemed.

"**Initial Franchise Fee**" means the $35,000 initial fee that Franchisee must pay Franchisor for the right to operate the Tap Trailer Business under this Agreement.

"**Initial Term**" means the five (5) year period commencing on the Effective Date and ending on the Expiration Date.

"**Manager**" means an individual who is responsible for overseeing the operation of the Tap Trailer Business in the absence of the Principal Owner.

"**Manuals**" means Franchisor's operations and training manuals and any other written directives related to the Tap Trailer System, as they may be amended, issued and revised from time to time.

"**Monthly Minimum Local Advertising Expenditure**" means the minimum amount that Franchisee shall spend each month on local advertising and promotion of the Tap Trailer Business in the amounts set forth on **Exhibit B**.

"**Monthly Minimum Royalty**" means the minimum royalty fees that Franchisee shall pay to Franchisor each month in the amounts set forth on **Exhibit B**.

"**NACHA**" means the National Automated Clearing House Association, an organization that establishes the standards and rules followed by financial institutions for transferring payments.

"**Non-Proprietary Products**" means the food products, condiments, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, menus, packaging, forms, POS Systems, computer hardware, software, modems and peripheral equipment and other products, supplies, services and equipment, other than Tap Trailer Branded Products and Tap Trailer Proprietary Products, that Franchisee may or must use, offer and sell at the Tap Trailer Business.

"**Open**" and "**Opened**" means that Franchisee has actually begun to sell alcoholic beverages and food products to the public from a Tap Trailer operated by Franchisee.

"**Opening Date**" means the day that (i) Franchisee receives written authorization from Franchisor and all applicable Governmental Authorities to commence business operations, and (ii) Franchisee actually begins to alcoholic beverages and food products to the public from the Tap Trailer, whichever occurs last.

"**Owner**" means each of the individuals listed on **Exhibit A** and each future direct or indirect shareholder, member, general or limited partner, trustee or other Equity owner of Franchisee. Each Owner and each Owner's spouse shall jointly and severally guarantee Franchisee's performance of its obligations in this Agreement under a Guarantee in the form of **Exhibit C**.

"**Payment Network**" means Visa, MasterCard and any credit or debit card network issuing credit or debit cards and/or their duly authorized entities, agents or affiliates.

"**Payment Processors**" means all credit card, debit card and/or ACH processors whose services Franchisor may require Franchisee to utilize, as well as payment gateway service providers.

"**Payment Rules**" means the operating rules and regulations of Payment Processors and any applicable Payment Network, as in effect from time to time.

"**Permits**" means and include all applicable franchises, licenses, permits, registrations, certificates and other operating authority required by Applicable Law.

"**Post-Opening Additional Initial Training Fee**" means the $3,000 fee that Franchisee shall pay Franchisor for each trainee if Franchisee requests Franchisor to provide its Initial Training Program for new or replacement employees of Franchisee following the Opening Date of the Tap Trailer Business.

"**Post-Opening Additional Training Program Daily Fee**" means the $500 daily fee that Franchisee shall pay Franchisor for each of Franchisor's representatives who provides Additional Training Programs for Franchisee.

"**Pre-Opening Additional Initial Training Fee**" means the $500 fee that Franchisee shall pay Franchisor for each additional trainee if Franchisee requests Franchisor to provide its Initial Training Program to more than four (4) persons selected by Franchisee prior to the Opening Date of the Tap Trailer Business.

"**Principal Owner**" means the individual designated by Franchisee on **Exhibit A**, and accepted by Franchisor, to serve as primary operator of the Tap Trailer Business, to serve as the authorized representative of

Franchisee, who shall act as Franchisee's representative in all matters with Franchisor, as Franchisee's liaison with Franchisor and the Owners, and shall have the authority to act on behalf of Franchisee during the Term without the participation of any other Owner. The Principal Owner shall own a minimum of a fifty-one percent (51%) ownership interest in Franchisee throughout the term of this Agreement.

"**Protected Area**" means the geographic area set forth on **Exhibit B**.

"**Recommended Suppliers**" means suppliers of Non-Proprietary Products who are recommended by Franchise to become Approved Suppliers.

"**Renewal Fee**" means the fee that Franchisee must pay Franchisor to extend the Initial Term and each Renewal Term equal to $15,000.

"**Renewal Right**" means the right held by Franchisee to renew this Agreement for successive Renewal Terms upon the expiration of the Initial Term and prior Renewal Terms.

"**Renewal Term**" means two successive periods, each for five (5) years.

"**Renewal Term Expiration Date**" means the fifth anniversary of the commencement date of each Renewal Term.

"**Restricted Persons**" means Franchisee, and each of its Owners and Affiliates, and the respective officers, directors, managers and Affiliates of each of them, and the spouse of each of the foregoing who are individuals.

"**Tap Trailer Branded Products**" means any product now existing or developed in the future that bears any of the Tap Trailer Marks, including products that are prepared, sold and/or manufactured in strict accordance with Franchisor's recipes, methods, standards and specifications, including mixology boxes, pre-packaged food and beverage products, clothing, souvenirs and novelty items.

"**Tap Trailer Franchise Agreements**" means Franchise Agreements between Franchisor and Tap Trailer Franchisees for Tap Trailer Businesses outside of the Protected Area.

"**Tap Trailer Franchisees**" means the parties who enter into Tap Trailer Franchise Agreements with Franchisor to develop, own and operate Tap Trailer Businesses outside of the Protected Area.

"**Tap Trailer Proprietary Products**" means only those beverages, food products, packaging and other products which are produced or manufactured strictly in accordance with Trade Secrets or that Franchisor otherwise designates as proprietary.

"**Tap Trailer System**" means Franchisor's operating methods and business practices related to Tap Trailer Businesses, and the relationship between Franchisor and its franchisees, including interior and exterior Tap Trailer design; other items of trade dress; specifications of equipment, fixtures, and uniforms; defined product offerings; preparation methods; Franchisor specified pricing and promotions; standard operating and administrative procedures; restrictions on ownership; management and technical training programs; and marketing and public relations programs; all as Franchisor may modify the same from time to time.

"**Technology Fee**" means the $2,500 annual technology fee that Franchisee shall pay Franchisor during the Term. Franchisor shall have the right to adjust the amount of the Technology Fee at any time and from time to time during the Term upon ninety (90) days' prior written notice from Franchisor to Franchisee, to an amount not to exceed $3,000 per year.

"**Term**" the Initial Term unless this Agreement is extended for one or more Renewal Terms, in which case "**Term**" shall mean both the Initial Term and the Renewal Terms.

"**Then-Current**" means the form of agreement then-currently provided by Franchisor to similarly situated prospective Tap Trailer Franchisees, which may contain terms and conditions that are materially different from this Agreement, or if not then being so provided, then a form of agreement selected by Franchisor in its discretion which previously has been delivered to and executed by a Tap Trailer Franchisee of Franchisor, or, as the context of this Agreement indicates, the fees then-currently charged by Franchisor for services provided by Franchisor.

"**Trade Secrets**" means proprietary and Confidential Information, including, recipes, ingredients, specifications, procedures, policies, concepts, systems, know-how, plans, software, strategies and methods and techniques of operating the Tap Trailer Business, excluding information that is or becomes a part of the public domain through publication or communication by third parties not bound by any confidentiality obligation or that Franchisee can show was already lawfully in Franchisee's possession before receipt from Franchisor.

2. GRANT.

2.1 **Grant**. Franchisor hereby awards Franchisee, and Franchisee hereby accepts, the right, license and obligation, during the Initial Term, to use and display the Tap Trailer Marks and to use the Tap Trailer System to continuously operate one (1) Tap Trailer Business with Tap Trailers to be located at Approved Venues in the Protected Area upon the terms and subject to the provisions of this Agreement and all ancillary documents binding Franchisor and Franchisee. Franchisee shall not sublicense, sublease, subcontract or enter any management agreement providing for the right to operate the Tap Trailer Business or to use the Tap Trailer System granted pursuant to this Agreement.

2.2 **Protected Area**. During the Initial Term, and provided that Franchisee is not in Default of this Agreement or any other agreement between Franchisor, its Affiliates, and Franchisee, Franchisor shall not own, operate, sell, or issue a franchise for any other Tap Trailer Business of the type Franchisee is operating within the Protected Area. Except as expressly provided for in this Section 2.2, Franchisee shall have no territorial or protective rights with respect to the Tap Trailer Business, and Franchisor shall have the right to place other types of Tap Trailer Businesses anywhere it desires in the Protected Area. Franchisee shall not receive an exclusive territory.

2.3 **Rights Reserved by Franchisor**. Franchisor and its Affiliates expressly reserve all other rights with respect to Tap Trailer System, the Tap Trailer Marks and Tap Trailer Businesses, including the exclusive right, in their discretion, directly or indirectly, without paying Franchisee any compensation or granting Franchisee any rights in the same to: (i) operate, and to grant franchises to third parties to operate, Tap Trailer Businesses outside the Protected Area, regardless of their proximity to the Protected Area; (ii) operate, and to grant franchises to third parties to operate any other business, other than a Competitive Business, under marks and systems different from the Tap Trailer Marks and Tap Trailer System within and outside the Protected Area; (iii) sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, Branded

Products at any location within or outside of the Protected Area regardless of its proximity to the Tap Trailer Business, through the Internet, mail order catalogs, direct mail marketing and through other distribution methods; (iv) market on the Internet and use the Tap Trailer Marks on the Internet, including all use of web sites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, Co-Branding and other arrangements, and in all other forms of electronic media; (v) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Tap Trailer Businesses or franchise, license or create similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; (vi) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any business providing products and services similar to those provided at Tap Trailer Businesses, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses; and (vii) engage in all other activities that this Agreement does not expressly prohibit.

3. INITIAL AND RENEWAL TERMS.

3.1 **Initial Term**. The Initial Term shall commence on the Effective Date and shall expire on the Expiration Date. If Franchisee does not elect to renew the Initial Term under Section 3.2, this Agreement shall expire on the Expiration Date.

3.2 **Renewal Right**. Upon the expiration of the Initial Term, Franchisee shall have the right (the "**Renewal Right**") to enter into a new franchise agreement in the Then-Current form then generally being offered to prospective Tap Trailer Franchisees (a "**Renewal Franchise Agreement**") for successive Renewal Terms. If Franchisee desires to exercise the Renewal Right for a Renewal Term, Franchisee shall, no later than twelve (12) months prior to the Expiration Date or Renewal Term Expiration Date, as the case may be, notify Franchisor in writing (the "**Renewal Notice**") that Franchisee desires to extend the Initial Term or Renewal Term for the duration of the Renewal Term or the next successive Renewal Term. If Franchisee exercises a Renewal Right, this Agreement shall terminate on the next Renewal Term Expiration Date. This Agreement is not otherwise renewable.

3.3 **Conditions to Renewal**. Franchisee may exercise its Renewal Rights only if all of the following conditions precedent are satisfied prior to the Expiration Date or Renewal Expiration Date, as the case may be: (i) Franchisee shall have fully performed all of its obligations under this Agreement, any Area Development Agreement and all other agreements binding Franchisor and Franchisee and shall be in Good Standing on the date of the Renewal Notice, on the date of Franchisor's execution of the Renewal Franchise Agreement and on the Expiration Date of Renewal Expiration Date, as the case may be; (ii) Franchisee shall, prior to the commencement date of the Renewal Term, undertake and complete at its expense, the remodeling, renovation, modernization, and refurbishing of the Tap Trailer to comply with Franchisor's Then-Current specifications and standards for new Tap Trailer Businesses; (iii) Franchisee shall not have committed three (3) or more material Defaults during any twelve (12) month period during the then-expiring Initial Term or Renewal Term, as the case may be, which were subject to notices of Default issued by Franchisor, whether or not the Defaults were cured; (iv) Franchisee shall continue to comply with the terms and conditions of this Agreement; (v) Franchisee shall have satisfied Franchisor's Then-Current qualifications and training requirements; (vi) Franchisee shall have executed and delivered to Franchisor a General Release; (vii) each Owner and each Owner's spouse of Franchisee shall have executed and delivered to Franchisor a personal guarantee, in a form then satisfactory to Franchisor, jointly and severally guaranteeing Franchisee's performance of its obligations under the Renewal Franchise Agreement; (viii) Franchisee shall have paid Franchisor a Renewal Fee when

Franchisee issues the Renewal Notice to Franchisor; and (ix) Franchisee shall have executed the Renewal Franchise Agreement and delivered it to Franchisor.

3.4 **Renewal Procedures**. Following the expiration of any waiting periods required by Applicable Law and no more than thirty (30) days after Franchisee receives a franchise disclosure document, if applicable, and the execution copies of the Renewal Franchise Agreement, Franchisee shall execute the copies of the Renewal Franchise Agreement and return them to Franchisor. If Franchisee has exercised a Renewal Right in accordance with Section 3.2 and satisfied all of the conditions in Section 3.3 and this Section 3.4, Franchisor shall execute the Renewal Franchise Agreement. If Franchisee fails to perform any of the acts, or deliver any of the notices required under this Article 3 in a timely fashion, the failure to do so shall be deemed an election by Franchisee not to exercise the applicable Renewal Right and shall automatically cause the applicable Renewal Right to lapse and expire.

3.5 **Notice Required by Law**. If Applicable Law requires Franchisor to give notice to Franchisee prior to the expiration of the Initial Term or a Renewal Term, as the case may be, this Agreement shall remain in effect on a week-to-week basis until Franchisor has given the notice required by Applicable Law. If Franchisor is not offering new franchises, is in the process of revising, amending or renewing its form of franchise agreement or franchise disclosure document, or is not lawfully able to offer Franchisee its Then-Current form of franchise agreement, at the time Franchisee delivers a Renewal Notice, Franchisor may, in its discretion (i) offer to renew this Agreement upon the same terms set forth in this Agreement for a renewal term determined in accordance with Section 3.2; or (ii) offer to extend the Term on a week-to-week basis following the expiration of the Term for as long as it deems necessary or appropriate so that it may lawfully offer its Then-Current form of franchise agreement.

3.6 **Month-to Month Agreement**. If Franchisee does not sign Franchisor's Renewal Franchise Agreement prior to the Expiration Date and Franchisee continues to accept the benefits of this Agreement after it expires, then at Franchisor's option, this Agreement may be treated either as (i) expired as of the Expiration Date with Franchisee then operating without a license to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("**Month-to-Month Agreement**") until one party provides the other with written notice of such party's intent to terminate the Month-to-Month Agreement, in which case the Month-to-Month Agreement will terminate thirty (30) days after receipt of the notice to terminate the Month-to-Month Agreement, or such longer notice period as is required by Applicable Law. In the latter case, all of Franchisee's obligations shall remain in full force and effect during the Month-to-Month Agreement as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Month-to-Month Agreement.

4. **FEES**.

4.1 **Initial Franchise Fee**. On the Effective Date, Franchisee shall pay Franchisor the Initial Franchise Fee in the manner provided in Section 4.7. The Initial Franchise Fee shall be non-refundable, in whole or in part, when paid.

4.2 **Continuing Royalty Fees**. Franchisee shall pay Franchisor a Continuing Royalty Fee in accordance with Section 4.7 without deduction, abatement or offset. Continuing Royalty Fees shall be paid on the tenth calendar day of each month on the Gross Sales of the Tap Trailer Business during the preceding calendar month. Each payment shall be accompanied by a statement of Gross Sales for the preceding calendar month, certified as complete and accurate by the Principal Owner. Franchisee shall also promptly pay Franchisor and

its Affiliates, as applicable, when due (i) all amounts advanced by Franchisor or which Franchisor has paid, or for which Franchisor has become obligated to pay on behalf of Franchisee for any reason whatsoever, and (ii) all amounts due to Franchisor or its Affiliates for purchases of Tap Trailer Branded Products and Tap Trailer Proprietary Products by Franchisee.

4.2.1 If the Continuing Royalty Fees for the prior six (6) month period, as calculated on June 30 and December 31 of each year, exceeds the Monthly Minimum Royalty paid by Franchisee for the prior six (6) months, Franchisee shall pay Franchisor the difference between the amount due and the amounts paid on July 10 or January 10 of each year, as the case may be.

4.3 **Advertising Fund Fees**. If Franchisor elects to collect an advertising fee from Franchisee as permitted by Section 10.1, Franchisee shall pay a monthly Advertising Fund Fee to the Advertising Fund in the manner provided in Section 4.7 without deduction, abatement or offset. The Advertising Fund Fee shall be paid on the tenth calendar day of each month on the Gross Sales of the Tap Trailer Business during the immediately preceding calendar month. Franchisor may, at any time during the Initial Term, upon ninety (90) days' prior notice to Franchisee, increase the amount of the Advertising Fund Fee to no more than the greater of three percent (3%) of Gross Sales or $250. In addition, Franchisor may, from time to time, offer Franchisee the opportunity to purchase point of sale advertising material, posters, flyers, product displays, templates and other promotional materials for the Tap Trailer Business at Franchisor's direct costs for the same.

4.4 **Technology Fee**. Franchisee shall pay an annual Technology Fee in the manner provided in Section 4.7 without deduction, abatement or offset. The Technology Fee shall be paid on the tenth day of each calendar year. Franchisor may, at any time during the Term, upon ninety (90) days' prior notice to Franchisee, increase the amount of the Technology Fee to no more than $3,000 per year.

4.5 **Other Payments**. Franchisee shall promptly pay Franchisor and its Affiliates, as applicable, when due (i) all amounts advanced by Franchisor or which Franchisor has paid, or for which Franchisor has become obligated to pay on behalf of Franchisee for any reason whatsoever, and (ii) all amounts due to Franchisor or its Affiliates for purchases of Tap Trailer Branded Products and Tap Trailer Proprietary Products by Franchisee.

4.6 **Interest and Charges for Late Payments**. If Franchisee fails to pay any amount due to Franchisor under this Agreement by the date payment is due, or if any electronic payment is unpaid because of insufficient funds or otherwise, Franchisee shall additionally be obligated to pay, as a late charge, the sum of $200. Additionally, Franchisee shall pay interest on the amount outstanding at the rate of one and one-half percent (1.5%) per month (but not to exceed the maximum legal rate of interest) imposed from the date payment was due until the entire sum and late charge is paid in full. This Section 4.6 does not constitute an agreement by Franchisor to accept any payment after the date payment is due or a commitment by Franchisor to extend credit to, or otherwise finance, Franchisee, and Franchisee's failure to pay all amounts when due shall constitute grounds for termination of this Agreement notwithstanding this Section 4.6.

4.7 **Manner of Payment**. Franchisee shall pay the Initial Franchise Fee, Continuing Royalty Fees, Advertising Fund Fees and Technology Fee to Franchisor from Franchisee's bank account by electronic funds transfer ("**EFT**") or other automatic payment mechanism that Franchisor may designate. Promptly upon Franchisor's request, Franchisee shall execute or re-execute and deliver to Franchisor all pre-authorized check forms and other instruments or drafts required by Franchisor's bank, payable against Franchisee's bank account, to enable Franchisor to draw Franchisee's Continuing Royalty Fees, Advertising Fund Fees,

Technology Fee and other sums payable under the terms of this Agreement. Franchisee shall maintain a single bank account for all EFT payments and shall maintain such minimum balance in this account in the amount that Franchisor may reasonably specify from time to time. Franchisee shall not alter or close this account except with Franchisor's prior written approval. Any failure by Franchisee to implement an EFT system in strict accordance with Franchisor's instructions shall constitute a material default of this Agreement.

4.7.1 All payments by Franchisee shall be made in US Dollars free and clear of any tax, deduction, offset or withholding of any kind. Franchisee shall register for and collect and report sales tax in compliance with all Applicable Laws. All taxes and penalties thereon, presently or in the future levied in the Protected Area on the payments due to Franchisor under this Agreement shall be fully borne by Franchisee.

4.7.2 If Franchisee or any other person is required by Applicable Law to make any deduction or withholding on account of tax or other amount from the payments paid or payable to Franchisor under this Agreement, Franchisee shall pay any such tax or other amount before the date on which a penalty for nonpayment or late payment attaches. Payment of such tax, levy, duty or assessment is to be made (if the liability to pay is imposed on Franchisee) for Franchisee's own account or (if the liability to pay is imposed on Franchisor or Franchisor's Affiliate) on behalf of and in the name of Franchisor or Franchisor's Affiliate, as the case may be. The payments made by Franchisee that are the subject of the relevant deduction, withholding or payment (including any penalties) will be increased to the extent necessary to ensure that, after the making of the deduction, withholding or payment of such tax, levy, duty or assessment, Franchisor or Franchisor's Affiliate receives on the due date and retains (free from any liability in respect of the deduction, withholding or payment) a sum equal to the amount Franchisor or Franchisor's Affiliate, as the case may be, would have received and retained had no such deduction, withholding or payment been required or made.

4.7.3 Franchisee shall immediately furnish to Franchisor or Franchisor's Affiliate, as the case may be, certified receipts of the payment of any deduction, withholding or payment made, on its account or Franchisor's account. Franchisee shall indemnify Franchisor and hold Franchisor harmless from any claims for any taxes described in this Section 4.7, including any claims occasioned by Franchisee's failure to withhold any taxes imposed by any Governmental Authority on amounts payable by Franchisee pursuant to this Section 4.7.3, and for any liability (including penalties, interest and expenses) arising from or concerning the payment of such taxes.

4.8 **Application of Funds**. If Franchisee shall be delinquent in the payment of any obligation to Franchisor hereunder, or under any other agreement with Franchisor, Franchisor shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to application.

4.9 **Security Interest**. Franchisee hereby grants Franchisor a security interest in and to all Tap Trailers and equipment, inventory, supplies and vehicles located at or used in connection with the Tap Trailer Business, now or hereafter acquired by Franchisee, together will all accounts, payment intangibles, attachments, accessories, additions, substitutions and replacements, all cash and non-cash proceeds derived from insurance or the disposition of the assets, all rights of Franchisee to use the Tap Trailer Marks, trade names, trade styles, patents, copyrights and their registrations, Trade Secret information and other proprietary rights, and all rights granted, owned or licensed to Franchisee under this Agreement for the use of the Tap Trailer Marks, trade names, trade styles, patents, copyrights, Trade Secret information and other proprietary rights, to secure payment and performance of all debts, liabilities and obligations of any kind, whenever and however incurred, from Franchisee to Franchisor. Franchisee hereby authorizes Franchisor to, prepare and file all Uniform

Commercial Code (and comparable) financing statements and other documents necessary or desirable to evidence, perfect and continue the priority of this security interest under the Uniform Commercial Code wherever applicable. If Franchisee is in Good Standing under this Agreement and all other agreements between Franchisor or its Affiliates, and Franchisee, Franchisor shall, upon request of Franchisee, execute a written subordination of its security interest to lenders providing financing for the Tap Trailer Business. If Franchisee is in Default of any of the terms and conditions of this Agreement, Franchisor may, in its discretion, exercise its rights with respect to its security interest. In that event, Franchisee shall remain liable for any deficiency remaining due to Franchisor and shall be entitled to recover any surplus which results after the application of the proceeds derived from the enforcement of the security interest.

4.10 **Gross-Up Fees.** To ensure that Franchisor receives the full Continuing Royalty Fees and the full Advertising Fund Fees to which Franchisor may be entitled, as the amount thereof may vary from time to time, Franchisee shall pay Franchisor, upon demand, whether in arrears, in advance, in a lump sum or in the same manner as Continuing Royalty Fees and Advertising Fund Fees are paid to Franchisor, the amount of all taxes paid by Franchisor to any Governmental Authority on revenue earned or collected by Franchisor based upon Franchisee's use of Franchisor's intellectual property or other intangibles or based upon the existence of this Agreement, within the Governmental Authority's domain during each of Franchisor's fiscal years throughout the entire Term.

5. PURCHASE OF TAP TRAILERS AND OPENING FOR BUSINESS.

5.1 **Purchase of Tap Trailer.** On the Effective Date, Franchisee shall purchase one (1) Tap Trailer from Franchisor's Affiliate at Franchisee's expense for use at Approved Venues in the Protected Area. The purchase price for each Tap Trailer is set forth on **Exhibit B** and will be payable in full on the Effective Date. Franchisor and Franchisee acknowledge and agree that the Tap Trailer will be delivered to Franchisee within one-hundred fifteen (115) days of the Effective Date, subject to Force Majeure. Following the Opening of the Tap Trailer Business, Franchisee shall utilize the Tap Trailer in a careful and proper manner solely for the operation of the Tap Trailer Business, shall keep the Tap Trailers in normal operation for the minimum hours and days as Franchisor may specify in the Manuals or otherwise in writing and shall refrain from using or permitting the use of the Tap Trailers for any other purpose or activity.

5.2 **Opening for Business**. The Tap Trailer Business shall Open for business no later than five (5) days after delivery of the Tap Trailers to Franchisee and within one-hundred twenty (120) days after the Effective Date unless (i) Franchisor extends the date for the required Opening of the Tap Trailer Business in writing; or (ii) the date for the required Opening is otherwise set forth in an applicable area development agreement with Franchisor. Franchisor shall not unreasonably withhold its consent to Franchisee's request for additional time to Open the Tap Trailer Business. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, Franchisee shall not Open the Tap Trailer Business without the express written authorization of Franchisor, which authorization may be conditioned upon Franchisee's completion of the Pre-Opening Initial Training Program by the Principal Owner and the Manager and Franchisee's compliance with staffing and other requirements. Franchisee shall Open the Tap Trailer Business for business no more than ten (10) days after receipt of Franchisor's written authorization to Open.

5.3 **Maintenance and Replacement of Tap Trailer**. Franchisee shall at all times maintain the interior and exterior of the Tap Trailer in the highest degree of cleanliness, orderliness and sanitation and shall also comply with the requirements of the Manuals regarding the upkeep of the Tap Trailer. Franchisee shall repair, re-equip and/or replace the Tap Trailer at Franchisee's own expense at such times as reasonably directed by

Franchisor. Franchisee shall immediately comply with all Applicable Laws and orders and regulations of Governmental Authorities related to the operation of the Tap Trailer. Franchisee shall promptly replace worn-out equipment at Franchisee's expense. Franchisee shall not customize or make any alterations to the Tap Trailer, any equipment (including the exterior and interior of the Tap Trailer and related equipment), or other items, or to the appearance of the Tap Trailer, or the services and products offered from the Tap Trailer, without Franchisor's prior written approval. Franchisee shall not customize or make any alterations to the Tap Trailer, any equipment (including the exterior and interior of the Tap Trailer and related equipment), or other items, or to the appearance of the Tap Trailer, or the services and products offered from the Tap Trailer, without Franchisor's prior written approval. Franchisee shall not affix any signs or posters to the Tap Trailer without Franchisor's prior written consent. At Franchisor's request, but not more often than once every ten (10) years, Franchisee shall replace the Tap Trailers, at its own expense, to conform to the design, trade dress, color schemes, and presentation of the Tap Trailer Marks in a manner consistent with the then-current public image for new or remodeled Tap Trailer Businesses, including, without limitation, remodeling, redecoration, and modifications that Franchisor may reasonably require or that may be required by Applicable Law.

6. OBLIGATIONS OF FRANCHISOR.

6.1 **Pre-Opening Initial Training Program**. Franchisor shall provide a pre-opening initial training program in the System and methods of operation (the "**Pre-Opening Initial Training Program**") at Franchisor's training facilities in Franchisor's corporate office or affiliate owned Tap Trailer Business currently located in Los Angeles, California, for up to four (4) supervisorial or managerial personnel of Franchisee selected by Franchisee who shall be the Principal Owner and the Manager. Portions of the Pre-Opening Initial Training Program may be held at the Tap Trailer. Franchisee shall pay Franchisor its Then-Current Pre-Opening Additional Initial Training Fee for each additional trainee. If the Tap Trailer Business is the first Tap Trailer Business to be operated by Franchisee, Franchisor shall provide training, instructors, a training manual, and other materials at no charge to Franchisee. The Pre-Opening Initial Training Program will consist of approximately three (3) days of training at Franchisor's training facilities in Los Angeles, California and four (4) days at the Tap Trailer prior to the opening of the Tap Trailer Business and must be completed before that Tap Trailer Business Opens for business. The Pre-Opening Initial Training Program shall not be provided if (i) Franchisee or any Affiliate of Franchisee owns or operates a Tap Trailer Business as of the Effective Date, or (ii) this Agreement is executed as a Renewal Franchise Agreement. Franchisor shall determine the contents and manner of conducting the Pre-Opening Initial Training Program in its discretion, however, the Pre-Opening Initial Training Program will be structured to provide practical training in the implementation and operation of a Tap Trailer Business and may include such topics as Tap Trailer standards, marketing and customer service techniques, reports and equipment maintenance.

6.2 **Post-Opening Additional Initial Training Programs**. Following the Opening Date of the Tap Trailer Business, Franchisor may, at Franchisee's request and at Franchisor's discretion, provide additional Initial Training Programs ("**Post-Opening Additional Initial Training Programs**") for new or replacement supervisorial or managerial personnel of Franchisee.

6.3 **Post-Opening Additional Training Programs**. Franchisor may, from time to time during the Term (i) require the Principal Owner and each Manager and/or other supervisorial or managerial personnel of Franchisee to attend, or (ii) make available to the Principal Owner and each Manager, and/or other supervisorial or managerial personnel of Franchisee additional and remedial training programs ("**Additional Training Programs**"), at Franchisor's discretion.

6.4 **Post-Opening On-Site Opening Assistance**. Franchisor shall furnish, at no cost to Franchisee, up to two members of its opening assistance team experienced in the Tap Trailer System (the "**Opening Assistance Team**") to assist Franchisee for up to two (2) days before and two (2) days after the Opening Date of Franchisee's first Tap Trailer Business. The Opening Assistance Team shall serve only as a consultant to Franchisee and shall not be responsible (personally or on behalf of Franchisor) for the operation of the Tap Trailer Business or the actions of Franchisee's employees during this time.

6.5 **Manuals**. Franchisor will loan Franchisee or otherwise provide Franchisee with access, by hard copy or via the Internet one copy of its current Manuals during the Term of this Agreement, which may include audio, video, compact disks, computer software, other electronic media and/or written materials. At Franchisor's option, Franchisor may post some or all of the Manuals on a restricted Website, intranet, or extranet to which Franchisee will have access. The Manuals may change from time to time during the Term. The Manuals are, and at all times shall remain Franchisor's sole property and shall promptly be returned to Franchisor upon expiration, termination or an Assignment of this Agreement. The Manuals contain both mandatory and recommended specifications, standards, procedures, rules and other information pertinent to the System and Franchisee's obligations under this Agreement. The Manuals, as modified by Franchisor from time to time, are an integral part of this Agreement and all provisions now or hereafter contained in the Manuals or otherwise communicated to Franchisee in writing are expressly incorporated into this Agreement by this reference and made a part of this Agreement. Franchisor reserves the right to modify the Manuals from time to time to reflect changes that it may implement, in mandatory and recommended specifications, standards and operating procedures of the System. Franchisee shall immediately conform its operations to all revisions in mandatory specifications, standards, operating procedures and rules prescribed by Franchisor in the Manuals or otherwise.

6.6 **Post Opening Consultation**. Franchisor may provide regular consultation and advice to Franchisee in response to Franchisee's inquiries about specific administrative and operating issues that Franchisee brings to Franchisor's attention including, without limitation, mandatory and recommended specifications, standards and operating procedures of the Tap Trailer System. Franchisor's consultation and advice may be provided by telephone, in writing, electronically, in person, or by other means, and shall be provided by Franchisor to Franchisee at Franchisee's expense. In addition to any charges Franchisor may impose, Franchisee shall also pay all transportation costs, food, lodging and similar costs that may be incurred by Franchisor to provide these services. Franchisee acknowledges and agrees that the results of Franchisee's efforts to operate a Tap Trailer Business rest solely with Franchisee. Franchisor may make recommendations that it deems appropriate to assist Franchisee's efforts. However, Franchisee alone shall establish all requirements, consistent with the policies of Franchisor, regarding (i) employment policies, hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees; (ii) the individuals to whom Franchisee will offer and sell its products and services; and (iii) the suppliers from whom Franchisee obtains any products or services used in or at the Tap Trailer Business for which Franchisor has not established Tap Trailer Approved Suppliers.

6.7 **Post-Opening Inspection**. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, Franchisor's authorized representatives shall have the right, but not the obligation, from time to time, to enter the Tap Trailer during business hours, to examine the Tap Trailer, to confer with Franchisee's supervisorial or managerial personnel, inspect and check operations, supplies, fixtures and equipment, and determine whether the Tap Trailer Business is being operated in accordance with this Agreement, the Tap Trailer System and the Manuals. Franchisor shall use reasonable efforts to avoid materially disrupting the operation of the Tap Trailer during an inspection. If any inspection indicates any

deficiency or unsatisfactory condition at the Tap Trailer Business, Franchisor will notify Franchisee in writing of the deficiencies and Franchisee shall promptly correct, remedy or repair the same. In addition, if any inspection indicates any deficiency or unsatisfactory condition which requires a re-inspection of the Tap Trailer within a period of thirty (30) days, Franchisee shall pay Franchisor, upon demand, the sum of $500 for each re-inspection of the Tap Trailer and shall, in addition, reimburse Franchisor for its out-of-pocket expenses for the re-inspection, including for transportation costs, food, lodging and similar costs. In addition, Franchisor may, in its sole discretion, contract with a third party to conduct sanitation and food safety audits of the Tap Trailer periodically throughout the Term, but no less than once per calendar year.

6.8 **Assignment**. Upon the occurrence of an Assignment, the Proposed Buyer must be trained by Franchisor as a condition to the granting of Franchisor's consent to the Assignment. All costs for this training shall be included in the administrative/transfer fee payable by Franchisee in accordance with Section 17.1. The Tap Trailer Business shall not be transferred, Opened, or re-Opened by the Proposed Buyer until Franchisor accepts the Proposed Buyer in writing as certified to operate the Tap Trailer Business and Franchisor has otherwise consented to the Assignment in accordance with this Agreement.

6.9 **Franchisee Advisory Council and Selection.** Franchisor may elect to form a franchise advisory council (the "**Council**") to provide advice and suggestions regarding specified matters to Franchisor. The Council shall consist of Tap Trailer Franchisees selected by Franchisor ("**Franchisee Members**"). All Franchisee Members must be in Good Standing. Franchisor may select Franchisee Members from any national or international regions in which that Franchisee Member resides or does business. The Franchisee Members need not be from different regions. The Council may also consist of a designated number of Franchisor's corporate employees and/or members of a public relations firm selected by Franchisor. The purpose of the Council is to provide constructive, open and two-way communications between Tap Trailer Franchisees and Franchisor. In particular, the Council will provide a cooperative forum for the Council members to receive and discuss information, to provide input, advice and planning regarding various limited and specified matters and to encourage each franchise owner to remain in Good Standing as the Tap Trailer System grows and develops through fostering communications between Tap Trailer Franchisees and Franchisor. While Franchisor is not required to do so, except as specified in this Agreement, if Franchisor submits any matters for approval to the Council and approval is granted, the approval will be binding on Franchisee. Notwithstanding the forgoing, Franchisor shall have the right to make the final decision on all matters considered by the Council.

6.10 **Toll Free Telephone Number**. Franchisor has the right, but not the obligation, to establish and maintain a toll free telephone number for the purpose of accepting and confirming customer orders nationwide, customer service, and customer follow-up and satisfaction surveys. If Franchisor establishes a toll free number, Franchisee shall comply with Franchisor's procedures for implementing the nationwide service as Franchisor specifies in the Manuals or otherwise in writing.

7. OBLIGATIONS OF FRANCHISEE.

To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same:

7.1 **Tap Trailer System**. Franchisee shall operate the Tap Trailer Business in compliance with the terms of this Agreement and the Manuals. Franchisee acknowledges and agrees that Franchisee alone shall exercise day-to-day control over all operations, activities and elements of the Tap Trailer Business, including over

Franchisee's employees, and that under no circumstance shall Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees that the various requirements, restrictions, prohibitions, specifications and procedures of the Tap Trailer System with which Franchisee must comply under this Agreement, the Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Tap Trailer Business, which Franchisee alone controls, but only constitute standards to which Franchisee must adhere when exercising Franchisee's control over the day-to-day operations of the Tap Trailer Business consistent with the policies of Franchisor. Franchisee shall comply with Franchisor's standards and shall operate the Tap Trailer Business in conformity with the methods, standards, and specifications that Franchisor may from time to time prescribe in the Manuals or otherwise. Franchisee shall comply, at Franchisee's expense, with all modifications prescribed by Franchisor and shall implement changes to the Tap Trailer System within the time periods specified by Franchisor following Franchisee's receipt of notice from Franchisor to do so. Franchisee shall refrain from deviating from the methods, standards, and specifications without Franchisor's prior written consent and from otherwise operating in any manner which reflects adversely on the Tap Trailer Marks or the Tap Trailer System. Since every detail of the Tap Trailer System is essential in order to develop and maintain quality operating standards, to increase the demand for the products and services sold by Tap Trailer Businesses under the Tap Trailer System and to protect the Tap Trailer Marks and reputation and goodwill, Franchisor shall have the right to disapprove, as it believes necessary, any modification of, or addition to, the Tap Trailer System suggested by Franchisee that is reasonably likely to have an adverse material effect on the Tap Trailer System, the Tap Trailer Marks or Franchisor's reputation or goodwill.

7.2 **Pre-Opening Initial Training Program**. The Principal Owner and the Manager shall attend and complete to Franchisor's satisfaction the Pre-Opening Initial Training Program. Franchisee shall pay all travel, living, compensation, and other expenses, if any, incurred by Franchisee and/or Franchisee's supervisorial or managerial employees to attend the Pre-Opening Initial Training Programs. Franchisee may not open the Tap Trailer Business until the Pre-Opening Initial Training Program has been completed to the satisfaction of Franchisor and Franchisee's management team has been certified by Franchisor. If Franchisee (i) fails to complete the Pre-Opening Initial Training Program within one-hundred twenty (120) days after the Effective Date; (ii) does not complete the Pre-Opening Initial Training Program to Franchisor's satisfaction; (iii) does not, during the Pre-Opening Initial Training Program, appear to possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the Tap Trailer System or this Agreement or; (iv) is not acceptable to become a franchisee of Franchisor for any reason whatsoever, in Franchisor's sole and absolute discretion, Franchisor may terminate this Agreement upon five (5) days' written notice to Franchisee and this Agreement shall thereafter be of no further force or effect. Franchisee acknowledges that because of Franchisor's superior skill and knowledge with respect to the training and skill required to manage the Tap Trailer Business, Franchisor, in its sole discretion, shall determine if Franchisee, the Principal Owner or the Manager have satisfactorily completed the Pre-Opening Initial Training Program. Franchisor shall have the right to retain the Initial Franchise Fee. Franchisor and Franchisee acknowledge and agree that the actual damages to be suffered by Franchisor in this circumstance are difficult, if not impossible, to determine, and that, under all the facts and circumstances, this calculation of Franchisor's potential damages and retention of the Initial Franchise Fee by Franchisor, are a reasonable, good-faith estimate of those damages.

7.3 **Post-Opening On-Site Opening Assistance**. If the Opening Assistance Team remains at the Tap Trailer Business for more than four (4) days after the Opening Date of Franchisee's first Tap Trailer Business, or Franchisee requests Franchisor to provide Franchisee with an Opening Assistance Team for Franchisee's second or subsequent Tap Trailer Businesses, Franchisee shall pay Franchisor its Then-Current daily fee to

defray Franchisor's direct costs to provide the Opening Assistance Team. In addition, Franchisee shall pay all transportation costs, food, lodging and similar costs incurred for the Opening Assistance Team.

7.4 **Post-Opening Additional Initial Training Programs**. If, following the Opening Date of the Tap Trailer Business, Franchisee requests Franchisor to provide additional Initial Training Programs for new or replacement supervisorial or managerial personnel and Franchisor agrees to do so, Franchisee shall pay Franchisor its Then-Current Post-Opening Additional Initial Training Fee for each trainee that receives the Post-Opening Additional Initial Training Programs to defray Franchisor's direct costs to provide the Post-Opening Additional Initial Training Programs. Franchisee shall pay all transportation costs, food, lodging and similar costs incurred by Franchisor and Franchisee in connection with attendance at Post-Opening Additional Initial Training Programs.

7.5 **Post-Opening Additional Training Programs**. Following the Opening of the Tap Trailer Business, Franchisee, the Principal Owner and each Manager shall attend Additional Training Programs as required by Franchisor. Franchisee shall pay Franchisor its Then-Current Post-Opening Additional Training Program Daily Fee for each of Franchisor's representatives who provides Additional Training Programs to defray Franchisor's direct costs to provide the Additional Training Programs. In addition, Franchisee shall pay all transportation costs, food, lodging and similar expenses incurred in connection with attendance at the Additional Training Programs.

7.6 **POS System and Computer Hardware and Software**. Franchisee shall purchase, use and maintain a computerized point of sale cash collection system (including a POS System network router and other related hardware and software) as specified in the Manuals or otherwise by Franchisor in writing for the Tap Trailer Business (the "**POS System**"). The POS System shall at all times and be capable of accessing the Internet for the purpose of implementing software, transmitting and receiving data, and accessing the Internet for ordering and maintaining the POS System. The POS System shall be electronically linked to Franchisor, and Franchisee shall allow Franchisor to poll the POS System on a daily or other basis at the times and in the manner established by Franchisor, with or without notice, and to retrieve transaction information including sales, menu mix, usage, and other operations data that Franchisor deems appropriate. Franchisor may require Franchisee to update, upgrade or replace the POS System, including hardware and/or software, from time to time, upon written notice, provided that Franchisee shall not be required to replace the POS System any more frequently than once every three (3) years. The POS System must include the required technology to permit Franchisee to accept online orders of Authorized Tap Trailer Products and services at the Tap Trailer Business and to accept and process Tap Trailer gift cards sold in other Tap Trailer Businesses. In addition, Franchisee shall purchase, lease or license all computer hardware and software designated by Franchisor for the Tap Trailer Business at Franchisee's expense. During the Term, Franchisee shall maintain and update all computer hardware and software as required by Franchisor and must pay a monthly fee to its approved POS system provider, at Franchisee's own expense.

7.7 **Product Line and Service**. Franchisee shall promote, sell and serve all and only Authorized Tap Trailer Products at or from the Tap Trailer Business. All Authorized Tap Trailer Products shall be sold and distributed under the names designated by Franchisor and shall be prepared and served strictly in accordance with Franchisor's methods, standards, and specifications. Franchisee shall not remove any Authorized Tap Trailer Product from Franchisee's menu without Franchisor's written consent. Franchisee shall not sell any Authorized Tap Trailer Products outside of the Tap Trailer Business or to any customer for the purpose of resale by the customer, and all sales by Franchisee shall be for retail consumption only. When a customer orders authorized food or beverage service, the customer will be responsible for the food and/or beverage to

be served form the Tap Trailer. If alcoholic beverages will be served, the customer must have the appropriate legal permits and Franchisee must request copies of the appropriate legal permits from the customer before serving alcoholic beverages at an event.

7.8 **Non-Alcoholic Beverages**. Franchisee shall stock and maintain the types and brands of non-alcoholic beverages and related supplies at the Tap Trailer as designated and approved by Franchisor in compliance with the Manuals.

7.9 **Oversight and Management**. The Principal Owner shall be responsible for oversight of the day-to-day operations of the Tap Trailer Business and shall devote his full time and best efforts solely to operation of the Tap Trailer Business operated by Franchisee and to no other business activities. Franchisee shall provide comprehensive initial training programs, additional training programs and remedial training programs for its Managers and other employees and shall ensure that the Tap Trailer Business is at all times under the direct control of a Manager or Managers and other supervisorial or managerial employees fully trained by Franchisee and solely dedicated to operation of the Tap Trailer Business. Each Manager of shall have a skill level, training and experience commensurate with the demands of the position and conform in all respects with Franchisor's high standards for quality products, courteous service, and cleanliness of operations. Franchisee, its Principal Owner, and each Manager, shall successfully complete the ServSafe® Food Safety Certification Program, or show evidence of prior ServSafe certification. Franchisor may, in its sole discretion, replace the ServSafe® Food Safety Certification Program with another food safety certification program, if deemed appropriate. Franchisee shall be responsible for all fees and material costs associated with any certification program.

7.10 **Menus**. The approved and authorized menu and menu formats may include, in Franchisor's discretion, requirements on organization, graphics, product descriptions, illustrations and any other matters related to the menu, whether or not similar to those listed. In Franchisor's discretion, the menu and/or menu formats may vary depending upon region, market size and other factors which affect the Tap Trailer Business. Franchisor may change the menu and/or menu formats from time to time and authorize tests from region to region or within regions. Franchisee shall, upon receipt of notice from Franchisor, add, delete or update any Authorized Tap Trailer Products to its menu according to the instructions contained in the notice. Franchisee shall have a minimum of thirty (30) days and not more than sixty (60) days after receipt of written notice in which to fully implement any menu change. Franchisee shall cease selling previously approved Authorized Tap Trailer Products within thirty (30) days after receipt of notice that the product is no longer approved. All menus, containers, napkins, bags, cups and other packaging and like articles used at the Tap Trailer Business shall conform to Franchisor's specifications, shall be imprinted with the Tap Trailer Marks, if and as specified by Franchisor, and shall be purchased by Franchisee from a Tap Trailer Approved Supplier.

7.11 **Compliance with Applicable Law**. Franchisee shall operate the Tap Trailer Business as a clean, orderly, legal and respectable place of business in accordance with Franchisor's business standards and merchandising policies and shall comply with all Applicable Laws. Franchisee shall not cause or allow any part of the Tap Trailer Business or the Tap Trailer to be used for any immoral or illegal purpose. Franchisee shall in all dealings with its customers, suppliers, and public officials adhere to high standards of honesty, integrity, fair dealing and ethical conduct and refrain from engaging in any action which will cause Franchisor to be in violation of any Applicable Law. If Franchisee shall receive any notice, report, fine, test results or the like from any applicable department of health (or other similar Governmental Authority), Franchisee shall promptly send a copy of the same to Franchisor.

7.12 **Hours**. Subject to Applicable Law, the Tap Trailer Business shall be open and operational at least ten (10) hours per day, seven (7) days per week or as otherwise prescribed by Franchisor. Franchisee shall diligently and efficiently exercise its best efforts to achieve the maximum Gross Sales possible from its Tap Trailer, and shall remain open for longer hours if additional opening hours are reasonably required to maximize operations and sales. Franchisee must operate the Shop continuously throughout the Term of this Agreement.

7.13 **Signs**. Franchisee shall maintain approved signs and/or awnings at, on, or near the front of the Tap Trailer, identifying the Tap Trailer as a Tap Trailer Business, which shall conform in all respects to Franchisor's specifications and requirements and the layout and design plan approved for the Tap Trailer, subject only to restrictions imposed by Applicable Law.

7.14 **Franchisee Employee Policies**. Franchisee shall maintain a competent, conscientious, and trained staff and shall take all steps necessary to ensure that its employees preserve good customer relations, render competent, prompt, courteous, and knowledgeable service, and meet the minimum standards that Franchisor may establish from time to time in the Manuals or otherwise. All employees hired by or working for Franchisee shall be the employees of Franchisee, and Franchisee alone, and shall not, for any purpose, be deemed to be the employees of Franchisor or subject to Franchisor's direct or indirect control, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any Governmental Authority. Franchisee and Franchisor will each file their own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers' compensation insurance payments with respect to their respective employees and operations. Franchisee acknowledges and agrees that Franchisor will not have the power to hire or fire Franchisee's employees. Franchisee expressly agrees, and will never contend otherwise, that Franchisor's authority under this Agreement to certify Franchisee's supervisorial or managerial personnel for qualification to perform certain functions at the Tap Trailer Business does not directly or indirectly vest in Franchisor the power to hire, fire or control any of Franchisee's personnel. Franchisee alone shall be solely responsible for all hiring and employment decisions and functions relating to the Tap Trailer Business, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether Franchisee has received advice from Franchisor on these subjects or not. Franchisee acknowledges and agrees that any guidance Franchisee receives from Franchisor regarding employment policies should be considered as examples, that Franchisee alone is responsible for establishing and implementing its own employment policies, and that Franchisee understands that Franchisee should do so in consultation with local legal counsel experienced in employment law. Franchisee shall immediately defend, reimburse and hold Franchisor harmless from any direct or indirect losses, costs and expenses, including attorneys' fees, arising out of any claim made by or for the benefit of any employee of Franchisee against Franchisor regarding employment decisions and employee functions at the Tap Trailer Business, including, without limitation, those related to hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees. Franchisee shall take all action necessary to ensure that Franchisee's employees understand and acknowledge that they are not employees of Franchisor, including, without limitation, requiring Franchisee's employees to sign a written acknowledgement that Franchisee is an independently owned and operated franchisee and their sole employer in a form specified by Franchisor in the Manuals or otherwise in writing from time to time. Franchisee shall cause all employees, while working in the Tap Trailer Business, to wear uniforms of the color, design and other specifications that Franchisor may designate from time to time and to present a neat and clean appearance. If Franchisor removes a type of uniform utilized by Franchisee from the list of approved

uniforms, Franchisee shall have ninety (90) days from receipt of written notice of removal to discontinue use of its existing inventory of uniforms and obtain and use the approved type of uniform.

7.15 **Vending or Other Machines**. Except with Franchisor's written approval, Franchisee shall not cause or permit vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks or any other mechanical or electrical device to be installed or maintained at or near the Tap Trailer Business.

7.16 **Co-Branding**. Franchisee may not engage in any Co-Branding in or in connection with the Tap Trailer Business except with Franchisor's prior written consent. Franchisor may approve any Co-Branding chain or arrangement in its discretion, and only if Franchisor has recognized that Co-Branding chain as an approved co-brand for operation within Tap Trailer Businesses.

7.17 **Customer Complaints and Cooperation**. Franchisee shall respond promptly to each customer inquiry or complaint and resolve all reasonable complaints to the customer's satisfaction. Franchisee shall use and display in the Tap Trailer Business during all operating hours customer comment cards in the manner specified in the Manuals. Franchisee shall, from time to time, purchase from Franchisor or an Approved Supplier, and maintain in the Tap Trailer Business, a supply of postage prepaid customer comment cards reasonably adequate to meet Franchisee's needs. Franchisee shall at all times cooperate with Franchisor and other Tap Trailer Franchisees of Franchisor and shall actively participate in any and all sales, public relations, advertising, cooperative advertising and purchasing programs or promotional programs which may be developed and implemented by Franchisor which call for the cooperation of Franchisee and other Tap Trailer Franchisees of Franchisor and shall further cooperate in any additional programs which may be established and designated by Franchisor from time to time including participating in coupon programs, the system-wide use of gift certificates and gift cards and other similar programs for the benefit of the Tap Trailer System and shall comply with Franchisor's rules and regulations established from time to time in connection herewith. Franchisee shall cooperate with Franchisor in connection with the test marketing of products and services at the Tap Trailer Business and shall comply with Franchisor's rules and regulations established from time to time in connection herewith.

7.18 **Adequate Reserves and Working Capital**. Franchisee shall, at all times, maintain adequate reserves and working capital sufficient for Franchisee to fulfill all of Franchisee's obligations under this Agreement and to cover the risks and contingencies of the Tap Trailer Business for at least three (3) months.

7.19 **Re-Imaging of Tap Trailer Business**. Franchisee shall at its own expense, make the alterations, additions, or modifications to the Tap Trailer Business that Franchisor may reasonably require to accommodate changes made by Franchisor to the Tap Trailer System, including, without limitation, changes to menu items or market positioning. Franchisee shall have ninety (90) days from receipt of notice from Franchisor regarding re-imaging requirements in which to make the required alterations, additions, or modifications to the Tap Trailer Business.

7.20 **Intranet.** Franchisor does not currently operate or permit the operation of a Tap Trailer Franchisee Intranet. In the event Franchisor does establish an Intranet, Franchisee shall have the mere privilege to use the Intranet, subject to Franchisee's strict compliance with the standards and specifications, protocols and restrictions that Franchisor may establish from time to time. Franchisee acknowledges that, as administrator of the Intranet, if implemented, Franchisor may access and view any communication posted on the Intranet. If Franchisor implements an Intranet, Franchisor may, at Franchisor's discretion, discontinue or terminate the Intranet at any time. Franchisee further acknowledges that the Intranet facility and all communications that

are posted to it will become Franchisor's property, free of any claims of privacy or privilege that Franchisee or any other person may assert. Franchisee shall establish and continually maintain an electronic connection with the Intranet as specified in the Manuals that allows Franchisor to send messages to and receive messages from Franchisee and pay all applicable fees per user. If Franchisee shall Default under this Agreement or any other agreement with Franchisor, Franchisor may, in addition to, and without limiting any other rights and remedies available to Franchisor, disable or terminate Franchisee's access to the Intranet without Franchisor having any liability to Franchisee.

7.21 **Improvements**. If Franchisee develops any new concept, process or improvement in the Tap Trailer System (an "**Improvement**"), Franchisee shall promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any Improvement shall become the sole property of Franchisor and Franchisor shall be the sole owner of all related intellectual property rights. Franchisee hereby assigns to Franchisor any rights Franchisee may have or acquire in the Improvements, including the right to modify the Improvement, and Franchisee waives and/or releases all rights of restraint and moral rights therein and thereto. Franchisee shall assist Franchisor in obtaining and enforcing the intellectual property rights to any Improvement in any and all countries and further agrees to execute and provide Franchisor with all necessary documentation for obtaining and enforcing those rights. Franchisee hereby irrevocably designates and appoints Franchisor as Franchisee's agent and attorney-in-fact to execute and file any the documentation and to do all other lawful acts to further the prosecution and issuance of intellectual property rights related to any Improvement. If the foregoing provisions of this Section 7.21 are found to be invalid or otherwise unenforceable, Franchisee hereby grants Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense to use of the Improvement to the extent the use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's rights therein.

7.22 **Notifications and Crisis Management Events**. Franchisee shall notify Franchisor in writing within (i) twenty-four (24) hours, and confirm in writing within two (2) days thereafter, of any investigation or violation, actual or alleged, of any health, liquor or narcotics laws or regulation related to the Tap Trailer Business, and (ii) five (5) days of the commencement of any investigation, action, suit, or proceeding or of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other Governmental Authority which may adversely affect the operation or financial condition of the Tap Trailer Business. Franchisee shall immediately inform Franchisor's President (or as otherwise instructed in the Manuals) by telephone of the occurrence of a Crisis Management Event. Franchisee shall cooperate fully with Franchisor with respect to Franchisor's response to a Crisis Management Event.

7.23 **Authorization to Release Information and Use Images**. Franchisee hereby authorizes (and agrees to execute any other documents deemed necessary to effect the authorization) (i) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with whom Franchisee does business to disclose to Franchisor any financial information in their possession relating to Franchisee or the Tap Trailer Business which Franchisor may request; (ii) Franchisor to disclose to prospective Tap Trailer Franchisees or other third parties data from Franchisee's reports if Franchisor determines, in Franchisor's sole discretion, that the disclosure is necessary or advisable; (iii) Franchisor to photograph and film Franchisee, its employees, the public and all areas of the Tap Trailer Business, without further authorization from, or compensation to, Franchisee and to use their images for marketing and promotion of the Tap Trailer Business, other Tap Trailer Businesses and franchises for Tap Trailer Businesses; (iv) Franchisor to disclose to third parties, including but not limited to Franchisee's bank, information about Franchisee relating to Franchisee's obligations or performance under this Agreement if Franchisor determines, in Franchisor's sole discretion, that the disclosure is necessary or advisable..

7.24 **Annual Franchisee Conference**. Franchisor may hold an Annual Franchisee Conference for all Tap Trailer Franchisees each year. The Principal Owner and each Manager shall attend the Annual Franchisee Conference. Franchisee shall pay Franchisor a Franchisee Conference Fee of $500 ("**Franchisee Conference Fee**") to reimburse Franchisor for a portion of the direct costs to provide the Annual Franchisee Conference. Franchisee shall pay the Franchisee Conference Fee upon demand at least thirty (30) days before the date of the Annual Franchisee Conference, whether or not Franchisee attends the Annual Franchisee Conference.

7.25 **Credit Cards**. Franchisee shall honor all credit, charge, courtesy and cash cards approved by Franchisor in writing. To the extent Franchisee shall store, process, transmit or otherwise access or possess cardholder data in connection with the sale of Authorized Tap Trailer Products, Franchisee shall maintain the security of cardholder data and adhere to the then-current Payment Card Industry Data Security Standards ("**PCI DSS**"), currently found at www.pcisecuritystandards.org, for the protection of cardholder data throughout the Term. Franchisee shall be and remain responsible for the security of cardholder data in the possession or control of any subcontractors Franchisee engages to process credit cards. All subcontractors must be identified to and approved by Franchisor in writing prior to sharing cardholder data with the subcontractor. Franchisee shall, if requested to do so by Franchisor, provide appropriate documentation to Franchisor to demonstrate compliance with applicable PCI DSS requirements by Franchisee and all identified subcontractors.

7.26 **Gift Cards, Loyalty and CRM Programs, Social Media Software, Online and Mobile Ordering**. Franchisee shall not create or issue any gift certificates or gift cards and shall only sell gift certificates or gift cards that have been issued or approved by Franchisor that are accepted at all Tap Trailer Businesses. Franchisee shall participate in all gift certificate and/or gift card administration programs as may be designated by Franchisor from time to time. Franchisee shall honor all coupons, gift certificates, gift cards and other programs or promotions as directed by Franchisor. Franchisee shall fully participate in all guest loyalty or frequent customer programs now or in the future adopted or approved by Franchisor. Franchisee shall not issue coupons or discounts of any type for use at the Shop except as approved by Franchisor in writing, which may be withheld in Franchisor's sole and absolute discretion. In addition, Franchisee shall purchase, enroll in or subscribe to, as applicable, all customer loyalty, CRM, social media analytics, and online and mobile ordering software or programs as specified by Franchisor in its Manual or otherwise in writing. Franchisor reserves the right to change the designated suppliers of these or similar services in Franchisor's sole discretion. Franchisee shall change, purchase or subscribe to the additional programs or software, as applicable, immediately upon notice from Franchisor to do so.

7.27 **Data Security Safeguards**. Franchisee shall exert Franchisee's best efforts to protect its customers against a cyber-event, including, without limitation, a data breach or other identity theft or theft of personal information (collectively, a "**Cyber Event**"). If a Cyber Event occurs, regardless of whether the Cyber Event affects only the Tap Trailer Business, Franchisor reserves the right, but shall not have any obligation, to perform and/or control and/or cause its third-party consultants to perform and/or control all aspects of the response to the Cyber Event including, without limitation, the investigation, containment and resolution of the Cyber Event and all communications within the Tap Trailer franchise system and with vendors and suppliers, Governmental Authorities and the general public. Franchisor's control of the response to a Cyber Event may potentially affect or interrupt operations of the Tap Trailer Business, but shall not create any liability for Franchisor or additional rights for Franchisee, entitle Franchisee to damages or relieve Franchisee of Franchisee's indemnification obligations under Section 18.4. Franchisee shall reimburse Franchisor for all of Franchisor's out-of-pocket costs and expenses incurred in responding to and remedying any Cyber Event

caused solely by Franchisee or the Tap Trailer Business. Franchisee shall at all times be compliant with (i) the NACHA ACH Security Framework; (ii) the Payment Rules; (iii) Applicable Law regarding data privacy, data security and security breaches; and (iv) Franchisor's security policies and guidelines, all as may be adopted and/or amended from time to time (collectively, "**Data Security Safeguards**"). Franchisee shall obtain advice from Franchisee's own legal and security consultants to ensure that Franchisee operates the Tap Trailer Business at all times in full compliance with the Data Security Safeguards. Notwithstanding Franchisor's right to perform and/or control all aspects of a response to a Cyber Event, Franchisor shall make commercially reasonable efforts to coordinate its response with Franchisee and Franchisee's insurance carrier(s) and to cooperate with Franchisee's insurance carrier(s) regarding insurance coverage of the Cyber Event to the extent reasonably practicable under the circumstances.

7.28 **Payment of Debts**. Franchisee shall be solely responsible for selecting, retaining and paying Franchisee's employees; the payment of all invoices for the purchase of goods and services used in connection with operating the Tap Trailer Business and determining whether, and on what terms, to obtain any financing or credit which Franchisee deems advisable or necessary for the opening and operation of the Tap Trailer Business. Franchisee shall pay all obligations and liabilities to suppliers, lessors and creditors on a timely basis. Franchisee shall indemnify Franchisor if Franchisor is held responsible for any debts owed by Franchisee if Franchisor elects to pay any of Franchisee's obligations in order to preserve the relationship between suppliers and Tap Trailer Franchisees. Franchisee shall make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, and personal property and real estate taxes arising from Franchisee's operation of the Tap Trailer Business. Franchisee shall indemnify Franchisor if Franchisor is held responsible for any of these taxes.

7.29 **Prices**. Subject to Applicable Law, following the Opening Date of the Tap Trailer Business, Franchisor shall have the right to establish pricing guidelines for Tap Trailer Authorized Products and, subject to Applicable Law, Franchisee shall comply with, and be bound by, prices which may be recommended, suggested or advertised by Franchisor. Subject to Applicable Law, Franchisee shall honor the terms of all promotional or discount programs that Franchisor may offer to the public for Tap Trailer Businesses and shall comply with all pricing policies that Franchisor may specify, including minimum and maximum price policies, minimum advertised price policies and unilateral price policies. Franchisee shall also provide products and services designated by Franchisor on terms Franchisor specifies, including free-of-charge. In addition, Franchisee shall conduct friends and family, soft-opening and other events and promotions at the Tap Trailer Business as required and directed by Franchisor and shall provide products and services designated by Franchisor to the public in the manner and at the prices Franchisor specifies, including free-of-charge. Franchisee shall participate in all gift certificate and/or gift card administration programs as may be designated by Franchisor from time to time. Franchisee shall honor all coupons, gift certificates, gift cards and other programs or promotions as directed by Franchisor. Franchisee shall fully participate in all guest loyalty or frequent customer programs now or in the future adopted or approved by Franchisor. Franchisee shall not issue coupons or discounts of any type for use at the Tap Trailer Business except as approved by Franchisor in writing, which may be withheld in Franchisor's sole and absolute discretion.

7.30 **Communications**. Franchisee shall respond to all communications with Franchisor in a timely manner. Franchisee's repeated failure to do so shall constitute a Default under this Agreement.

7.31 **Advertising**. Franchisee shall comply with all provisions of this Agreement relating to advertising, public relations and marketing, including, without limitation, Article 10.

8. SUPPLIERS AND PRODUCTS.

To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same:

8.1 **Approved Suppliers**. All Tap Trailer Branded Products, Tap Trailer Proprietary Products and Non-Proprietary Products designated by Franchisor for use and sale at the Tap Trailer Business must be purchased from Approved Suppliers. Franchisor and its Affiliates may be, but are not obligated to become, Approved Suppliers of certain Tap Trailer Branded Products, Tap Trailer Proprietary Products and Non-Proprietary Products and may act as the sole Approved Suppliers of certain Tap Trailer Branded Products, Tap Trailer Proprietary Products and Non-Proprietary Products. Franchisor may operate an Online Portal that Franchisee can use to buy Tap Trailer Branded Products, Tap Trailer Proprietary Products, marketing materials, handbooks and menus directly from Approved Suppliers. If, at any time during the Term, Franchisor receives notice from an Approved Supplier that Franchisee is over sixty (60) days past due on any payment owed to the Approved Supplier, and Franchisee has not provided any notice to the Approved Supplier disputing the overdue amount prior to Franchisor's receipt of notice from the Approved Supplier concerning the past due amount, Franchisor shall have the right, but not the obligation, to make payment to the Approved Supplier on behalf of Franchisee and to thereafter reimburse itself for the amount paid to the Approved Suppler in the manner provided in Section 4.5.

8.2 **Recommended Suppliers**. If Franchisee desires to purchase authorized Non-Proprietary Products from a Recommended Supplier rather than from Franchisor, its Affiliates or an Approved Supplier, Franchisee shall deliver written notice to Franchisor identifying the Recommended Supplier and shall provide Franchisor with reasonable financial, operational and other information regarding the Recommended Supplier necessary for Franchisor to assess the Recommended Supplier. Franchisee shall not purchase authorized Non-Proprietary Products without Franchisor's prior written consent. Franchisor shall notify Franchisee of Franchisor's decision in writing of Franchisor's approval or disapproval of a Recommended Supplier within sixty (60) days after Franchisor's receipt of the necessary information from Franchisee. As a condition of its approval, Franchisor may require a Recommended Supplier to agree in writing to (i) provide, from time to time, upon Franchisor's request, free samples of the Non-Proprietary Product the Recommended Supplier intends to supply to Franchisee, (ii) faithfully comply with Franchisor's specifications for the Non-Proprietary Products to be sold by the Recommended Supplier, (iii) sell any Non-Proprietary Products bearing the Tap Trailer Marks only to Tap Trailer Franchisees of Franchisor and only under a trademark license agreement with Franchisor, (iv) provide Franchisor, upon request, with duplicate purchase invoices issued to Franchisee for Franchisor's records and inspection purposes, and (v) otherwise comply with Franchisor's reasonable requests. Further, Franchisor may require Franchisee or the Recommended Supplier to reimburse Franchisor for all of Franchisor's actual costs in reviewing the application of the Recommended Supplier including travel and living costs, related to inspecting, re-inspecting and auditing the Recommended Suppliers' facilities, equipment, and food products. Franchisee shall pay Franchisor in advance, a deposit of up to $1,000, before Franchisor begins any inspection. Franchisor may revoke its approval of a previously approved Recommended Supplier if the Recommended Supplier does not continue to satisfy Franchisor's criteria.

8.3 **Purchases from Franchisor or its Affiliates**. All Tap Trailer Branded Products, Tap Trailer Proprietary Products and Non-Proprietary Products purchased from Franchisor or its Affiliates shall be purchased in accordance with the purchase order format issued from time to time by Franchisor or its Affiliates and at the prices and on delivery terms and other terms offered to similarly situated Tap Trailer Franchisees. Franchisor,

or its Affiliates, in their sole and absolute discretion, may establish the credit terms, if any, upon which they will accept Franchisee's orders, and may require Franchisee to pay for orders on a cash-in-advance or cash-on-delivery basis. On the expiration or termination of this Agreement, or in the event of any Default by Franchisee under this Agreement, Franchisor and its Affiliates shall not be obliged to fill or ship any orders then pending or, in the case of termination or non-renewal, made any time thereafter by Franchisee and may, among other things, only deliver the quantities reasonably necessary to supply Franchisee's needs prior to the expiration or termination of this Agreement. Franchisor and its Affiliates shall not be liable to Franchisee for any delay or delivery failure caused by Force Majeure.

8.4 **Rebates**. Franchisor or its Affiliates may receive rebates or allowances from certain Approved Suppliers on purchases of Tap Trailer Branded Products, Tap Trailer Proprietary Products and Non-Proprietary Products made by Franchisee and other Tap Trailer Franchisees. Rebates and allowances will generally be a percentage of the revenue derived by the Approved Supplier from sales to Tap Trailer Businesses, will be included in Franchisor's general revenue, and may be used by Franchisor for a variety of purposes including ongoing programs, education, marketing, advertising, seminars and conferences, the handling of inquiries and complaints from Tap Trailer Franchisees' customers and for general and administrative expenses. Franchisor may use these rebate and allowance funds received for any purpose in its sole and absolute discretion.

9. TAP TRAILER MARKS.

Franchisor and its Affiliates continue to develop, use and control the use of the Tap Trailer Marks in order to identify for the public the source of services and products marketed under the Tap Trailer Marks and the Tap Trailer System, and to represent the Tap Trailer System's high standards of quality, appearance and service. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same:

9.1 **Ownership and Goodwill of Tap Trailer Marks**. Franchisee acknowledges that its right to use the Tap Trailer Marks is derived solely from this Agreement and is limited to use in operating as Franchisee pursuant to and in compliance with this Agreement. Any unauthorized use of the Tap Trailer Marks by Franchisee shall constitute a breach of this Agreement and an infringement of Franchisor's rights in and to the Tap Trailer Marks. Franchisee acknowledges and agrees that (i) Franchisor owns the Tap Trailer Marks and the Tap Trailer System, (ii) Franchisee owns no goodwill or rights in the Tap Trailer Marks or the Tap Trailer System except for the license granted by this Agreement, (iii) the Tap Trailer Marks used to identify the Tap Trailer System may be modified by Franchisor, at any time and from time to time during the Term, and (iv) Franchisee's use of the Tap Trailer Marks and any goodwill established by that use shall inure to the exclusive benefit of Franchisor. Franchisee agrees not to contest, or assist any other person to contest, the validity of Franchisor's rights and interest in the Tap Trailer Marks or the Tap Trailer System either during the Term or after this Agreement terminates or expires.

9.2 **Limitations on Use**. Franchisee shall not use any Tap Trailer Marks (i) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos licensed to Franchisee under this Agreement), (ii) in connection with unauthorized services or products, (iii) as part of any domain name or electronic address maintained on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system, or (iv) in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give all notices of trademark and service mark registration that Franchisor specifies and shall use and obtain all fictitious or assumed name registrations required by Franchisor or under Applicable Law.

Franchisee further agrees that no service mark other than "**Tap Trailer**" or other Tap Trailer Marks specified by Franchisor shall be used in marketing, promoting, or operating the Franchisee Business.

9.3 **Modifications**. Franchisor reserves the right to (i) modify or discontinue licensing any of the Tap Trailer Marks, (ii) add new names, marks, designs, logos or commercial symbols to the Tap Trailer Marks and require that Franchisee use them, and (iii) require that Franchisee introduce or observe new practices as part of the Tap Trailer System in operating the Franchisee Business. Franchisee acknowledges and agrees that the term Tap Trailer Marks means the specific names, marks, designs, logos or commercial symbols licensed by Franchisor at any given point in time, subject to Franchisor's right to impose changes. Franchisee shall comply, at Franchisee's sole expense, with Franchisor's directions regarding changes in the Tap Trailer Marks and Tap Trailer System within a reasonable time after written notice from Franchisor. Franchisor shall have no liability to Franchisee for any cost, expense, loss or damage that Franchisee incurs in complying with Franchisor's directions and conforming to required changes.

9.4 **Defense of Tap Trailer Marks and Tap Trailer System.** Franchisor shall have the sole right to handle disputes with Tap Trailer Franchisees and third parties concerning Franchisor's or Franchisor's Affiliates' ownership of, rights in, or Franchisee's use of, the Tap Trailer Marks or the Tap Trailer System. Franchisee shall immediately notify Franchisor in writing if Franchisee receives notice, or is informed, of any (i) improper use of any of the Tap Trailer Marks or elements of the Tap Trailer System, including misuse by Tap Trailer Franchisees, (ii) use by any third party of any mark, design, logo or commercial symbol which, in Franchisee's judgment, may be confusingly similar to any of the Tap Trailer Marks, (iii) use by any third party of any business practice which, in Franchisee's judgment, unfairly simulates the Tap Trailer System in a manner likely to confuse or deceive the public, or (iv) claim, challenge, suit or demand asserted against Franchisee based upon Franchisee's use of the Tap Trailer Marks or the Tap Trailer System. Franchisor shall have sole discretion to take all action as it deems appropriate, including, without limitation, to take no action, and the sole right to control any legal proceeding or negotiation arising out of any infringement, challenge or claim or otherwise relating to the Tap Trailer Marks or the Tap Trailer System. Franchisee shall not settle or compromise any claim, suit or demand asserted against it and agrees to be bound by Franchisor's decisions in handling disputes regarding the Tap Trailer Marks and the Tap Trailer System. Franchisee shall cooperate fully with Franchisor and execute all documents and perform all actions as may, in Franchisor's judgment, be necessary, appropriate or advisable in the defense of all claims, suits or demands and to protect and maintain Franchisor's rights in the Tap Trailer Marks and the Tap Trailer System. Unless it is established that a third party claim asserted against Franchisee is based directly upon Franchisee's misuse of the Tap Trailer Marks or the Tap Trailer System, Franchisor agrees to defend Franchisee against the third party claim and indemnify Franchisee for any losses resulting therefore, provided Franchisee has notified Franchisor as soon as practical after learning of the claim and fully cooperates in the defense of the action. Because Franchisor will defend the third party claim, Franchisee is not entitled to be reimbursed for legal or other professional fees or costs paid to independent legal counsel or others in connection with the matter.

10. ADVERTISING.

To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same:

10.1 **Advertising Fund**. Franchisor may elect to establish the Advertising Fund to promote the Tap Trailer Marks and all Tap Trailer Businesses upon ninety (90) days' prior notice to Franchisee. If and when the Advertising Fund is established by Franchisor, Franchisee shall contribute to the Advertising Fund the amount

of Advertising Fund Fees specified by Franchisor from time to time, which amount shall not exceed the greater of three percent (3%) of Gross Sales of the Tap Trailer Business or $250. The Advertising Fund shall be administered by Franchisor and shall be used to meet the costs of conducting marketing and promotional activities. Franchisor retains sole discretion over all marketing and public relations programs and activities financed by the Advertising Fund, including the creative concepts, materials and endorsements used and the geographic market, media placement and allocation. Company-owned and Affiliate owned Tap Trailer Businesses, including any owned by the Operating Company, may, but are not required to, contribute to the Advertising Fund. If they do, they may not be required to contribute in the same percentage as Franchisee and may stop contributing at any time without notice to Franchisee.

10.1.1 The Advertising Fund may be used to pay the costs of preparing and producing associated materials and programs as Franchisor determines, including video, audio and written marketing materials employing marketing agencies, sponsorship of sporting, charitable or similar events, administering regional and multi-regional marketing programs including purchasing direct mail and other media marketing, and employing marketing agencies to assist with marketing efforts, supporting public relations, market research and other marketing and promotional activities, campaigns, test marketing, marketing surveys, public relations activities, Website design and development/operation for portal, Internet, Intranet and URL services, social media, technology programs, electronic application design and development, and for 800 or similar numbers. All expenditures are at the sole discretion of Franchisor. Franchisor may spend in any year more or less than the total contributions to the Advertising Fund in that year. Franchisor may borrow from Franchisor or other lenders on behalf of the Advertising Fund to cover deficits of the Advertising Fund or cause the Advertising Fund to invest any surplus for future use by the Advertising Fund. Franchisor shall prepare an annual unaudited accounting of the expenditures of the Advertising Fund which will be provided to Franchisee upon Franchisee's written request.

10.1.2 Franchisee acknowledges that the Advertising Fund is intended to maximize general public recognition of and the acceptance of the Tap Trailer brand for the benefit of the Tap Trailer System as a whole. Franchisor undertakes no obligation, in administering the Advertising Fund, to make expenditures for Franchisee that are equivalent or proportionate to its contribution, or to ensure that any particular Franchisee benefits directly or pro rata from marketing or promotion conducted with the Advertising Fund.

10.1.3 Franchisor will maintain the Advertising Fund in an account separate from Franchisor's other monies, and will not use it to defray any of Franchisor's expenses, except for reasonable administrative and marketing wages and costs and overhead which Franchisor may incur in activities related to administering the Advertising Fund and marketing programs for Tap Trailer Franchisees. Franchisor's printed materials and Website may also contain references stating that "Franchises Are Available" and/or that "Each Tap Trailer Business Franchise Is Independently Owned and Operated" to promote the sale of franchises for Tap Trailer Business. With this exception, no portion of the Advertising Fund will be used to solicit or to sell Tap Trailer Business Franchises to prospective Tap Trailer Franchisees. The Advertising Fund is not and will not be an asset of Franchisor. Any Advertising Fund Fees collected in a year, but not spent in that year, will be carried over to the next year. Franchisor shall have the right, in its sole discretion, to terminate the collection and disbursement of Advertising Fund Fees upon ninety (90) days' prior written notice to Franchisee. Upon termination, Franchisor shall disburse the remaining Advertising Fund Fees on hand only for the purposes authorized by this Article 10.

10.2 **Local Advertising and Promotion**. Franchisee shall spend not less than the Monthly Minimum Local Advertising Expenditure, set forth on **Exhibit B**, on advertising and promotion of the Tap Trailer Business.

10.2.1 Franchisee shall conduct all local advertising and promotion in accordance with the policies and provisions with respect to format, content, media, geographic coverage and other criteria as are from time to time contained in the Manuals, or as otherwise directed by Franchisor, and shall not use or publish any advertising material or in any way use or display any of the Tap Trailer Marks except in accordance with said policies and provisions and with Franchisor's prior written approval. Franchisee shall submit samples of all advertising and promotional plans and materials to Franchisor for Franchisor's approval and may only commence use of the materials after they have been approved, in writing, by Franchisor. Franchisor shall have the right at any time after Franchisee commences use of any materials to prohibit further use, effective upon written notice to Franchisee.

10.2.2 On or before the fifteenth day of each month during the Term, Franchisee shall provide Franchisor with copies of all invoices, statements, canceled checks or other forms of payment which have been issued by Franchisee during the preceding month which evidence the expenditure and payment by Franchisee of the amounts required by this Section 10.2 for local advertising and promotion of the Tap Trailer Business. If Franchisee fails to provide Franchisor with such evidence of payment, or if Franchisee fails to spend the amounts required by this Section 10.2 during any month, Franchisee shall contribute an additional two percent (2%) of Gross Sales for that month to the Advertising Fund upon demand. If Franchisee fails to provide Franchisor with such evidence of payment, or if Franchisee fails to spend the amounts required by this Section 10.2 during any consecutive two (2) month period, Franchisor may terminate this Agreement.

10.3 **Cooperative Advertising Programs**. Franchisor may from time to time establish programs for co-operative advertising ("**Cooperative Programs**") to coordinate advertising, marketing efforts and programs, to serve as a conduit for the collection and expenditure of the contributed funds and to maximize the efficient use of local and/or regional advertising media. If and when Franchisor creates a Cooperative Program for an advertising coverage area (an "**Advertising Coverage Area**") in which the Tap Trailer Business is located, Franchisee (and, if Franchisor or an Affiliate of Franchisor owns a Tap Trailer Business in the Advertising Coverage Area, then Franchisor or such Affiliate of Franchisor), shall become a subscriber and member of the Cooperative Program and shall participate in the Cooperative Program in the manner prescribed by Franchisor. The size and content of an Advertising Coverage Area, when and if established by Franchisor, shall be binding upon Franchisee, and all other similarly situated Tap Trailer Franchisees and Franchisor or an Affiliate of Franchisor, if it operates Tap Trailer Businesses in the Advertising Coverage Area. Each participating Tap Trailer Franchisee, as well as Franchisor (or its Affiliate), if applicable, shall be entitled to one vote for each Tap Trailer Business located within the Advertising Coverage Area as may reasonably be determined by Franchisor.

10.3.1 Franchisee and all other members of the Advertising Coverage Area whose Tap Trailer Franchise Agreements require their participation in the Cooperative Program, shall contribute to the Cooperative Program the amounts that are determined by fifty percent (50%) or more of the participating Tap Trailer Businesses in the Cooperative Program (not to exceed $2,500 per month for each participating Tap Trailer Business located in the Advertising Coverage Area), subject to Franchisor's written approval. Franchisee's contribution to the Cooperative Program shall be credited towards the satisfaction of the local advertising expenditure required by Section 10.2.

10.3.2 Franchisor shall administer the Cooperative Program and shall determine the policies of the Cooperative Program and the usage of the available funds for media time, production of media materials, radio, television, newspapers or Tap Trailer Business level materials such as flyers, or posters, or for any other

type of advertising or marketing use. Franchisor reserves the right to establish general standards concerning the operation of the Cooperative Program, advertising agencies retained by the Cooperative Program, and advertising conducted by the Cooperative Program. Any disputes (other than pricing) arising among or between Franchisee, other Tap Trailer Franchisees, and/or the Cooperative Program shall be resolved by Franchisor, whose decision shall be final and binding on all parties.

10.4 **Grand Opening Advertising and Promotion**. At least 30 days before the opening of Franchisee's Tap Trailer Business, Franchisee must submit a Grand Opening Promotional Plan ("**Grand Opening Plan**") to Franchisor which outlines Franchisee's proposal for grand opening marketing and promotion of Franchisee's Tap Trailer Business. Franchisee must obtain Franchisor's written consent to the Grand Opening Plan before Franchisee implements it. Franchisee must modify the Grand Opening Plan as Franchisor requests, and, thereafter, Franchisee may not make any substantial changes to the Grand Opening Plan without Franchisor's advance written consent. Franchisee must, during the period beginning 30 days before the scheduled opening of Franchisee's Tap Trailer Business and continuing for 15 days after the Tap Trailer Business opens for business, spend $5,000 to conduct grand opening marketing and promotion for Franchisee's Tap Trailer Business. Within 60 days after Franchisee's opening date, Franchisee must provide Franchisor with copies of all invoices, statements, canceled checks or other forms of payment that Franchisee has issued which evidence Franchisee's expenditure and payment for the Grand Opening Plan.

10.5 **Promotional Campaigns**. From time to time during the Term, Franchisor shall have the right to establish and conduct promotional campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. Franchisee shall participate in the promotional campaigns upon the terms and conditions that Franchisor may establish. Franchisee acknowledges and agrees that participation may require Franchisee to purchase point of sale advertising material, posters, flyers, product displays and other promotional materials.

10.6 **Internet**. Franchisee shall not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including, without limitation, any Internet home page, e-mail address, web site, domain name, bulletin board, newsgroup or other Internet-related medium or activity) which in any way uses or displays, in whole or part, the Tap Trailer Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Franchisor's prior written consent, and then only in the manner and in accordance with the procedures, policies, standards and specifications that Franchisor may establish from time to time. Franchisee shall not separately register any domain name or any portion of any domain name containing the Tap Trailer Marks or participate or market on any web site or other form of electronic media (including, without limitation, through the use of social technology, social media, social networking platforms or other forms of electronic media not yet developed) using the Tap Trailer Marks without Franchisor's prior written consent. Franchisee's general conduct on the Internet and in the use of other forms of electronic media is subject to the terms and conditions of this Agreement and all other rules, requirements or policies that Franchisor may identify from time to time. Franchisor may, at any time after Franchisee commences use of any approved electronic media, prohibit further use, effective upon receipt of written notice by Franchisee. Franchisor shall control all emails collected will be Franchisor's property, with no restrictions on Franchisor's use or distribution of email addresses. In order to maintain a consistent image and message and to protect the Tap Trailer Marks and Tap Trailer System, Franchisee must not participate or market through the use of social technology, social media such as Facebook, Instagram, Pinterest and Twitter, social networking platforms or other forms of electronic media not yet developed ("**Social Media Platforms**") using the Tap Trailer Marks, or in connection with Franchisee's Tap Trailer Business, without Franchisor's prior written consent. If Franchisee separately registers any Social Media Platform account (a "**Social Media**

Account") containing the Tap Trailer Marks or related to Franchisee's Tap Trailer Business, whether with Franchisor's prior consent or not: (i) Franchisee must promptly notify Franchisor and provide Franchisor with all necessary information related to the Social Media Account Franchisor requires or demands, without compensation to Franchisee; and (ii) the Social Media account will become Franchisor's property, without compensation to Franchisee. Franchisor will be the sole owner of all related intellectual property rights in all Social Media Accounts and all content posted on Social Media Accounts.

10.7 **Web Sites.** Franchisor shall establish and maintain from time to time, one or more Internet web sites that shall be used to provide information about Tap Trailer Businesses to the public. Franchisor has sole discretion and control over the establishment, design and content of the web site. Franchisor shall configure the site to accommodate one or more interior pages which Franchisor shall dedicate, in whole or in part, to all Tap Trailer Businesses in the Development Area, all at Franchisee's expense. Franchisor shall have the right, at its sole option, from time to time, to (i) change, revise, or eliminate the design, content and functionality of the web site, (ii) make operational changes to the web site, (iii) change or modify the URL and/or domain name of the web site, (iv) substitute, modify, or rearrange the web site, at Franchisor's sole option, including in any manner that Franchisor considers necessary or desirable to comply with Applicable Laws, or respond to changes in market conditions or technology and respond to any other circumstances, (v) limit or restrict end-user access (in whole or in part) to the web site, and (vi) disable or terminate the web site without any liability to Franchisee.

11. CONFIDENTIAL INFORMATION.

11.1 **Confidential Information**. Franchisee acknowledges and agrees that the Tap Trailer System is comprised of confidential information that has been developed by Franchisor and its affiliates by the investment of time, skill, effort and money and is widely recognized by the public, is of substantial value, and is proprietary, confidential and constitutes Trade Secrets of Franchisor and its affiliates, and includes, without limitation, tangible and intangible information (whether or not in electronic form) relating to Franchisor's business operations, products and services, recipes, sources of materials and equipment, client management and other software, data, other content, formulations, patterns, compilations, programs, devices and processes, business relationships, contact information for industry professionals, designs, developmental or experimental work and services, Improvements, discoveries, plans for research, potential new or supplemental products and services, websites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators, current customer and prospective customer names and addresses, information regarding credit extensions to customers, customer service purchasing histories and prices charged to customers, customer lists and customer data, information regarding the skills and compensation of employees of Franchisor and contractors of Franchisor, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, Trade Secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationships between Franchisor and other companies, persons or entities, knowledge or know-how concerning the methods of operation of the Tap Trailer Business which may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of Franchisee's operation of the Tap Trailer Business under the terms of this Agreement, and any other information or material considered proprietary by Franchisor whether or not designated as confidential information by Franchisor, that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or its affiliates and which is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain its secrecy, and any other information

in oral, written, graphic or electronic form which, given the circumstances surrounding its disclosure, would be considered confidential (collectively, the "**Confidential Information**"). Confidential Information does not include any information that was in the lawful and unrestricted possession of Franchisee prior to its disclosure by Franchisor; is or becomes generally available to the public by acts other than those of Franchisee after receiving it; has been received lawfully and in good faith by Franchisee from a third party who did not derive it from Franchisor or Franchisee; or is shown by acceptable evidence to have been independently developed by Franchisee.

11.2 **Value**. Franchisee acknowledges and agrees the Confidential Information is not generally known by the public or parties other than Franchisor, its affiliates, Tap Trailer Franchisees and Franchisee; derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or Franchisee; and is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain the secrecy of the Confidential Information, including, without limitation (i) not revealing the Confidential Information to unauthorized parties; (ii) requiring Tap Trailer Franchisees to acknowledge and agree in writing that the Confidential Information is confidential; (iii) requiring Tap Trailer Franchisees to agree in writing to maintain the confidentiality of the Confidential Information; (iv) monitoring electronic access to the Confidential Information by the use of passwords and other restrictions so that electronic access to the Confidential Information is limited to authorized parties; and (v) requiring Tap Trailer Franchisees to return all Confidential Information to Franchisor upon the expiration or termination of their Tap Trailer Franchise Agreements.

11.3 **Maintain Confidentiality**. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of anyone else, any information that Franchisor considers Trade Secrets and/or Tap Trailer Confidential Information. Franchisee shall divulge Tap Trailer Confidential Information only to supervisorial or managerial employees who must have access to it in order to perform their employment responsibilities.

11.4 **Irreparable Injury from Disclosure of Confidential Information**. Franchisee acknowledges that failure to comply with the requirements of this Article 11 will result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to the requirements of this Article 11.

11.5 **Confidentiality Covenants from Individuals Associated with Franchisee**. Franchisee shall require any supervisorial or managerial personnel who may have access to any Confidential Information of Franchisor to execute covenants that they will maintain the confidentiality of the Confidential Information they receive in connection with their association with Franchisee. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them.

11.6 **Tap Trailer Data**. All data pertaining to the Tap Trailer Business and all data created or collected by Franchisee in connection with Franchisee's operation of the Tap Trailer Business, including, without limitation, data pertaining to, or otherwise concerning, the Tap Trailer Business's customers and other pertinent data about the Tap Trailer Business collected by Franchisee, including, without limitation, data uploaded to, or downloaded from Franchisee's POS System and/or computer system (collectively "**Tap Trailer Data**") is

Confidential Information and is the sole property of Franchisor. Franchisor shall have the right to review and use Tap Trailer Data in any manner that Franchisor deems appropriate without any compensation to Franchisee. Franchisee shall provide Franchisor with copies and/or originals of Tap Trailer Data within five (5) days after Franchisor's request for Tap Trailer Data at no cost to Franchisor and at any time during the Term and upon the expiration and/or termination of this Agreement. Franchisor hereby licenses use of the Tap Trailer Business. Franchisee shall maintain Tap Trailer Data as secret and confidential throughout the Term and shall not make any of Tap Trailer Data available to any unauthorized person without the prior written consent of Franchisor and then only in the manner permitted by Franchisor. Franchisor hereby licenses use of Tap Trailer Data to Franchisee during the Term, at no cost, solely for Franchisee's use in connection with the Tap Trailer Business.

11.7 **No Restriction**. Nothing in this Article 11 is intended to prohibit or restrict any activity which prohibition or restriction violates Franchisee's employees' rights to engage in protected concerted activity under the National Labor Relations Act.

12. ACCOUNTING AND RECORDS.

12.1 **General Reporting**. Franchisee shall submit monthly statistical control forms and other financial, operational and statistical information that Franchisor may require (i) to assist Franchisee in the operation of the Tap Trailer Business, (ii) to allow Franchisor to monitor Gross Sales, purchases, costs and expenses, (iii) to enable Franchisor to develop chain wide statistics, (iv) to assist Franchisor in the development of new Authorized Tap Trailer Products or the removal of existing unsuccessful Authorized Tap Trailer Products, (v) to enable Franchisor to refine existing Authorized Tap Trailer Products, and (vi) to generally improve chain-wide understanding of the Tap Trailer System (collectively the "**Reporting Information**").

12.2 **Specific Reporting**. Unless otherwise agreed by Franchisor in writing, Franchisee shall submit condensed reports of daily Gross Sales to Franchisor on a monthly basis in accordance with the guidelines established by Franchisor. Franchisee will electronically link the Tap Trailer Business to Franchisor and will allow Franchisor to poll the POS System on a daily basis at a time selected by Franchisor to retrieve Reporting Information including sales, sales mix, usage and operations data. Further:

12.2.1 Within ten (10) days following the end of each month during the Term, or at any other interval that Franchisor may establish, Franchisee shall submit a Gross Sales report signed by Franchisee, in the form and manner prescribed by Franchisor, reporting all Gross Sales for the preceding month, together with the additional financial information that Franchisor may, from time to time, request.

12.2.2 Within forty-five (45) days following the end of each calendar quarter during the Term, Franchisee shall submit to Franchisor financial statements for the preceding quarter, including a balance sheet and profit and loss statement, prepared in the form and manner prescribed by Franchisor and in accordance with generally accepted accounting principles, which shall be certified by Franchisee to be accurate and complete.

12.2.3 Within forty-five (45) days following the end of each calendar year during the Term, Franchisee shall submit to Franchisor an unaudited annual financial statement prepared in accordance with generally accepted accounting principles, and in the form and manner prescribed by Franchisor, which shall be certified by Franchisee to be accurate and complete. Franchisee shall also provide Franchisor with copies of signed original sales and use tax forms contemporaneously with their filing with the appropriate

Governmental Authority. Franchisor reserves the right to require the further information concerning the Tap Trailer Business that Franchisor may, from time to time, reasonably request.

12.3 **Audits**. Franchisee shall prepare, and keep for not less than three (3) years following the end of each of its fiscal years, adequate books and records showing daily receipts in, at and from the Tap Trailer Business, applicable sales tax returns, if any, all pertinent original serially numbered sales slips and cash register records, and the other sales records as may be reasonably required by Franchisor, from time to time, to verify the Gross Sales reported by Franchisee to Franchisor, in a form suitable for an audit of Franchisee's records by an authorized auditor or agent of Franchisor. Such information shall be broken down by categories of goods, foods and beverages sold, when possible. Franchisor, its agents or representatives may, at any reasonable time during normal working hours, audit or review Franchisee's books and records in accordance with generally accepted standards established by certified public accountants. If any audit or other investigation reveals an under-reporting or under-recording error of three percent (3%) or more, then in addition to any other sums due, the expenses of the audit/inspection shall be borne and paid by Franchisee upon billing by Franchisor, which shall include, without limitation, Franchisor's travel, lodging and wage expenses and reasonable accounting and legal expenses, plus interest at the highest compound rate permitted by Applicable Law, but not to exceed the rate of eighteen percent (18%) per annum.

12.4 **Books and Records**. Franchisee shall maintain an accounting and record keeping system, which shall provide for basic accounting information necessary to prepare financial statements, a general ledger and reports required by this Agreement and the Manuals. Franchisee shall maintain accurate, adequate and verifiable books and supporting documentation relating to the accounting information.

12.5 **Use of Financial Statements In Disclosure Document**. Franchisee hereby irrevocably consents to Franchisor's use of information contained in its financial statements, at Franchisor's election, in its franchise disclosure document for the offer and sale of franchises.

13. INSURANCE.

13.1 **Franchisee's Insurance Obligations**. Franchisee shall obtain and maintain throughout the Term the types and amounts of insurance required by Franchisor and shall provide Franchisor with proof of coverage and Certificates of Insurance upon demand. This insurance shall protect Franchisee and Franchisor against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the operation of the Tap Trailer Business. Franchisee shall obtain and maintain: (i) workers compensation insurance in compliance with local laws and regulations; (ii) employer's liability insurance with $1,000,000 combined single limit coverage; (iii) comprehensive general liability insurance and product liability insurance with limits of $1,000,000 combined single limit coverage including broad form contractual liability and personal injury coverage (employee and contractual inclusion deleted), provided that the required amounts may be modified periodically by us to reflect inflation or future experience with claims; (iv) automobile liability insurance on company vehicles and the Tap Trailer, including owned, hired and non-owned vehicle coverage, with a combined single limit of at least $1,000,000; (v) loss of income insurance (in an amount sufficient to cover the all fees due to Franchisor under this Agreement for a period of at least twelve (12) months); (vi) employment practices liability insurance; (vii) employee non-owned automobile insurance with limits of $1,000,000; and (viii) cyber-liability insurance with limits of $50,000; and (ix) an umbrella policy with limits of $2,000,000 to $4,000,000. Franchisor reserves the right to change the insurance requirements during the term of this

Agreement, including the types of coverage and the amounts of coverage. Franchisee must comply with any changes to these requirements.

13.2 **Required Endorsements and Certificates**. Each policy shall: (i) be written by insurers licensed and admitted to write coverage in the jurisdiction in which the Tap Trailer Business is located and with a rating of "A" or better as set forth in the most recent edition of Best's Key Rating Guide; (ii) name Franchisor as an additional insured; and (iii) comply with the requirements prescribed by Franchisor at the time the policies are obtained. Franchisee and Franchisee's insurers shall agree to waive their rights of subrogation against Franchisor, and Franchisee shall provide evidence of the waiver. Franchisee's obligation to obtain and maintain insurance shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 18.4. All public liability and property damage policies shall contain a provision that Franchisor and its Affiliates, although named as an additional insured, shall nevertheless be entitled to recover under the policies on any loss occasioned to Franchisor, or its Affiliates, partners, shareholders, directors, agents, or employees by reason of the negligence of Franchisee or its partners, shareholders, directors, agents, or employees. At least ten (10) days prior to the time any insurance is first required to be carried by Franchisee, and thereafter at least thirty (30) days prior to the expiration of any policy, Franchisee shall deliver to Franchisor Certificates of Insurance evidencing the proper types and minimum amounts of required coverage. All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given Franchisor in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by the Certificates. Certificates evidencing the insurance required by this Section 13.2 shall name Franchisor, and each of its Affiliates, partners, shareholders, directors, agents, and employees as additional insureds on the additional-insured Grantor of Franchise Form CG-2029 or an insurer's comparable form, and shall expressly provide that any interest of each shall not be affected by any Default by Franchisee of any policy provisions for which the Certificates evidence coverage.

13.3 **Franchisor's Right to Secure Insurance on Behalf of Franchisee**. Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as the requirements may be revised from time to time by Franchisor in the Manuals or otherwise in writing, Franchisor shall have the right and authority (but not the obligation) to immediately procure the insurance and to charge the same to Franchisee, which charges, together with Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

14. TRANSFER OF INTEREST

14.1 **Transfer by Franchisor**. Franchisor shall have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal Entity without the consent or approval of Franchisee. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform the obligations, and shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. Franchisor and or its Affiliates may sell their assets, the Tap Trailer Marks, or the Tap Trailer System, may sell securities in a public offering or in a private placement, may merge, acquire other corporations, or be acquired by another corporation, and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring all without the consent or approval of Franchisee.

14.2 **Assignment by Franchisee**. Franchisee acknowledges and agrees that the rights granted to Franchisee under this Agreement are personal and are granted in reliance upon, among other considerations, the individual or collective character, skill, aptitude, attitude, experience, business ability and financial condition and capacity of Franchisee and, if Franchisee is an Entity, that of the Owners. Accordingly, to protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, Franchisee shall not offer, sell, or negotiate the sale of its rights under this Agreement to any third party, either in Franchisee's own name or in the name and/or on behalf of Franchisor, except as otherwise provided in this Agreement. Franchisee acknowledges and agrees that Franchisee has no right, by operation of law or otherwise, to sell, assign, transfer, pledge, donate, encumber or otherwise deal with, directly or indirectly, (i) any interest in this Agreement, or (ii) the right to use the Tap Trailer System or the Tap Trailer Marks (an "**Assignment**") without Franchisor's prior written consent. Franchisor shall not unreasonably withhold its consent to an Assignment if, in Franchisor's judgment, Franchisee satisfies the conditions to the Assignment identified in this Agreement.

14.2.1 Unless the Parties otherwise agree in writing, Franchisee shall not make any Assignment of this Agreement except in conjunction with a concurrent Assignment to the same approved assignee of all Tap Trailer Businesses then owned and operated by Franchisee in the Development Area. As a condition to Franchisor's consent to an Assignment, the assignee must execute Franchisor's Then-Current form of Tap Trailer Franchise Agreement for each Tap Trailer Business sold to the assignee. Further, without Franchisor's prior written consent, which may be withheld by Franchisor in its discretion (i) Franchisee shall not offer for sale or transfer at public or private auction any of the rights of Franchisee under this Agreement, and (ii) Franchisee shall not, directly or indirectly, pledge, encumber, hypothecate or otherwise grant any third party a security interest in this Agreement in any manner whatsoever. To the extent that the foregoing prohibition may be ineffective under Applicable Law, Franchisee shall provide not less than ten (10) days' prior written notice (which notice shall contain the name and address of the secured party and the terms of the pledge, encumbrance, hypothecation or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement.

14.2.2 For purposes of this Agreement, each of the following events is an Assignment subject to the conditions to transfer identified in this Agreement: (i) the death or incapacity of any Owner, (ii) the offer or sale of securities of Franchisee pursuant to a transaction subject to registration under applicable securities laws or by private placement pursuant to a written offering memorandum, (iii) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other encumbrance of more than twenty percent (20%) in the aggregate, whether in one or more transactions, of the equity or voting power of Franchisee, by operation of law or otherwise or any other events or transactions which, directly or indirectly, effectively changes control of Franchisee, (iv) the issuance of any securities by Franchisee which itself or in combination with any other transactions results in the Owners, as constituted on the Effective Date, owning less than fifty percent (50%) of the outstanding Equity or voting power of Franchisee, and (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of the Franchisee, however effected. Franchisee shall promptly provide Franchisor with written notice (stating the information that Franchisor may from time to time require) of each and every transfer, assignment and encumbrance by any Owner of any direct or indirect equity or voting rights in Franchisee, notwithstanding that the same may not constitute an "**Assignment**" as defined under this Article 14.

14.2.3 Neither Franchisor's right of first refusal nor the other conditions of Assignment shall apply to a transfer by Franchisee of all of Franchisee's rights under this Agreement to a newly-formed corporation, limited liability company or other business Entity provided all of the equity or voting interests of the new

business Entity are owned by the same Owners (a "**Qualified Assignment**"). Any attempted or claimed Assignment which fails to comply with the requirements of this Article 14 shall be null and void and shall constitute a Default under this Agreement.

14.3. **Right of First Refusal**. Except with respect to a "**Qualified Assignment**", if Franchisee or an Owner receive a bona fide written offer ("**Third Party Offer**") from a third party (the "**Proposed Buyer**") to purchase or otherwise acquire any interest in Franchisee which will result in an Assignment within the meaning of this Agreement, Franchisee or the Proposed Buyer, shall, within five (5) days after receiving the Third Party Offer and before accepting it, apply to Franchisor in writing for Franchisor's consent to the proposed Assignment. To constitute a bona fide written offer, the Third Party Offer must also apply to the Tap Trailer Businesses then owned and operated by Franchisee, or its Affiliates, in the Development Area.

14.3.1 Franchisee, or the Proposed Buyer, shall attach to its application for consent to complete the transfer a copy of the Third Party Offer together with (i) information relating to the proposed transferee's experience and qualifications, (ii) a copy of the proposed transferee's current financial statement, and (iii) any other information material to the Third Party Offer, proposed transferee and proposed Assignment or that Franchisor requests.

14.3.2 Franchisor or its nominee shall have the right, exercisable by written notice ("**Purchase Notice**") given to Franchisee or the Proposed Buyer, within thirty (30) days following receipt of the Third Party Offer, all supporting information, and the application for consent, to notify Franchisee or the Proposed Buyer that it will purchase or acquire the rights, assets, equity or interests proposed to be assigned on the same terms and conditions set forth in the Third Party Offer, except that Franchisor may (i) substitute cash for any form of payment proposed in the offer discounted to present value based upon the rate of interest stated in the Third Party Offer, and (ii) deduct from the purchase price the amount of all amounts then due and owing from Franchisee to Franchisor under this Agreement or otherwise.

14.3.3 If Franchisor or its nominee elects to purchase or acquire the rights, assets, equity or interests proposed to be assigned to the Proposed Buyer, the closing shall take no later than sixty (60) days following the date that the Purchase Notice was issued by Franchisor.

14.3.4 If Franchisor does not elect to purchase or acquire the rights, assets, equity or interests proposed to be assigned to the Proposed Buyer, the closing of the sale to the Proposed Buyer shall take no later than ninety (90) days following the date that the Third Party Offer was received by Franchisee. If there is any material change in the terms of the Third Party Offer before the closing of the sale, Franchisor shall have a right of first refusal to accept the new terms subject to the conditions stated in this Section 14.3.

14.4 **Conditions of Assignment to Third Party**. As a condition to obtaining Franchisor's consent to an Assignment, all of the following conditions must be satisfied:

14.4.1 The Proposed Buyer must submit a completed franchise application to Franchisor and meet Franchisor's then-current qualifications for new Tap Trailer Franchisees, including qualifications pertaining to financial condition, credit rating, experience, moral character and reputation.

14.4.2 Franchisee must be in Good Standing on the date consent is requested and until the date of closing of the Assignment.

14.4.3 The sales price of the interest to be conveyed must not be so high, or the terms of the sale so onerous, that, in the judgment of Franchisor, the Proposed Buyer will be unlikely to meet the Proposed Buyer's financial and other obligations to Franchisor, third party suppliers and creditors following the closing. Franchisor shall have no liability to either Franchisee or the Proposed Buyer if Franchisor approves the Assignment and the Proposed Buyer thereafter experiences financial difficulties.

14.4.4 The Proposed Buyer must sign Franchisor's Then-Current form of Tap Trailer Franchise Agreement, the terms of which may differ materially from any and all of the terms contained in this Agreement, and which shall supersede this Agreement in all respects, except that the term of the replacement Tap Trailer Franchise Agreement shall be the remaining term of this Agreement. In exchange for signing the Then-Current Tap Trailer Franchise Agreement, the Proposed Buyer shall receive the rights provided for in this Agreement. Each Owner and each Owner's spouse of the Proposed Buyer shall jointly and severally guarantee the Proposed Buyer's performance of its obligations in the Then-Current Tap Trailer Franchise Agreement under a Guarantee in the form of **Exhibit C**. If Franchisor is not offering new Tap Trailer franchises, is in the process of revising, amending or renewing Franchisor's form of Tap Trailer Franchise Agreement or franchise disclosure document or is not lawfully able to offer Franchisor's Then-Current form of Tap Trailer Franchise Agreement at the time of an Assignment, Franchisor may offer to amend this Agreement, upon terms and conditions that will be established by Franchisor and the Proposed Buyer at that time, or may offer to amend the Term on substantially the terms and conditions set forth in this Agreement on a month-to-month basis for as long as Franchisor deems necessary or appropriate so that Franchisor may subsequently offer and utilize a Then-Current form of Tap Trailer Franchise Agreement.

14.4.5 Franchisee will remain subject to all obligations stated in this Agreement that expressly, or by implication due to their nature, survive the transfer, termination or expiration of this Agreement, including, without limitation, the provisions prohibiting competition, non-interference and non-disclosure of Confidential Information.

14.4.6 Franchisee and the Proposed Buyer shall execute a General Release of all known and unknown liabilities, demands, costs, expenses, damages, claims, actions and causes of action, of whatever nature, character or description, that they have, may have or believe to have against Franchisor and its Affiliates and their officers, directors, agents, shareholders and employees as of the date of the general release, in a form acceptable to Franchisor.

14.4.7 Franchisee shall pay Franchisor the sum of $10,000 as a transfer fee to apply against Franchisor's administrative and other costs to process the Assignment.

14.4.8 Franchisee must simultaneously transfer its rights all contracts for which continuation is necessary for operation of the Tap Trailer Business to the Proposed Buyer and satisfy any separate conditions to obtain any third party consents required for the transfer of Franchisee's rights to the Proposed Buyer. The Proposed Buyer must execute all other documents and agreements required by Franchisor to consummate the Assignment. All required third party consents to the Assignment must be obtained.

14.4.9 Franchisee's right to receive the sales proceeds from the Proposed Buyer in consideration of the Assignment shall be subordinate to the obligations of the Proposed Buyer owed to Franchisor and its Affiliates under, or pursuant to, this Agreement or any other agreement. All contracts by and between Franchisee and the Proposed Buyer shall expressly include a subordination provision permitting payment of the sales proceeds to Franchisee only after any outstanding obligations owed to Franchisor and its Affiliates

are fully satisfied.

14.4.10 Except when the transferee is an existing Franchisee or franchisee of Franchisor, the Proposed Buyer, or a supervisorial or managerial employee of the Proposed Buyer who will have general management and supervisory responsibilities for the Franchisee Business who is acceptable to Franchisor, must complete to Franchisor's sole satisfaction Franchisor's Pre-Opening Initial Training Program prior to the effective date of the Assignment.

14.4.11 The Proposed Buyer must conform the Tap Trailer Business with Franchisor's Then-Current appearance and design standards and equipment specifications applicable to new Tap Trailer Businesses.

14.5 **Death or Incapacity**. In the event of the death or incapacity of an Owner, the spouse, heirs or personal representative of the deceased or incapacitated Owner, or the remaining Owners (the "**Successor**") shall have one hundred eighty (180) days from the date of death or incapacity in which to (i) purchase the interest of the deceased or incapacitated Owner, or (ii) complete an Assignment of the interest of the deceased or incapacitated Owner to a qualified, approved third party, subject to the provisions of this Article 14. If a Successor has not purchased the interest of the deceased or incapacitated Owner or completed an Assignment of the interest of the deceased or incapacitated Owner to a qualified, approved third party within one hundred eighty (180) days from the date of death or incapacity, Franchisor may terminate this Agreement.

14.6 **Transfer by Franchisee in Bankruptcy**. If, for any reason, this Agreement is not terminated pursuant to Section 16.1 and this Agreement is assumed, or Assignment of the same to any person or Entity who has made a bona fide offer to accept an Assignment of this Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of the proposed Assignment or assumption, setting forth (a) the name and address of the proposed assignee, and (b) all of the terms and conditions of the proposed Assignment and assumption, shall be given to Franchisor within twenty (20) days after receipt of the proposed assignee's offer to accept Assignment of this Agreement, and, in any event, within ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into the Assignment and assumption, and Franchisor shall thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed Assignment and assumption, to accept an Assignment of this Agreement to Franchisor itself upon the same terms and conditions and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by Franchisee out of the consideration to be paid by the assignee for the Assignment of this Agreement.

14.7 **Restriction on Publicly Traded and Private Securities.** Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Franchisor, which consent shall not be unreasonably withheld. All materials required for any private offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No offering by Franchisee shall imply that Franchisor is participating in an underwriting, issuance or offering of securities of Franchisee or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Franchisor, and its Affiliates. Franchisor may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Franchisor concerning the

limitations described in the preceding sentence. Franchisee, its Owners and other participants in the offering must fully agree in writing to defend and indemnify Franchisor, its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any documentation required by Franchisor to further evidence this indemnity. For each proposed offering, Franchisee shall pay to Franchisor a non-refundable fee of $10,000, which shall be in addition to any Transfer Fee under any Tap Trailer Franchise Agreement and/or Development Agreement or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including without limitation, legal and accounting fees. 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 Article.

15. COVENANTS.

15.1 **Non-Competition During Term of Agreement**. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and Confidential Information, including, without limitation, Confidential Information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the Tap Trailer System. Franchisee and each Owner covenants that during the Term, except as otherwise approved in writing by Franchisor, Franchisee and each Owner shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, or legal Entity (i) divert or attempt to divert any present or prospective Tap Trailer customer to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Tap Trailer Marks and the Tap Trailer System, or (ii) own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any Competitive Business, provided, however, the restrictions stated in this Section 15.1 shall not apply to any Owner after two (2) years from the date the Owner ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Franchisee.

15.2 **Non-Competition After Expiration or Termination of Agreement**. Commencing upon the date of (i) an Assignment permitted under Article 14, (ii) the Expiration Date of this Agreement, (iii) the termination of this Agreement (regardless of the cause for termination), or (iv) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 15.2, and continuing for an uninterrupted period of two (2) years thereafter, Franchisee and each Owner shall not, own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any Competitive Business located within twenty-five (25) miles of the Protected Area or any other Tap Trailer Franchisee's protected area.

15.3 **Violation of Covenants**. If Franchisee or any Restricted Person shall commit any violation of Section 15.2 during the twenty-four (24) month period following (i) the expiration or termination of this Agreement, (ii) the occurrence of any Assignment during the Term, (iii) the cession of the Restricted Person's relationship with Franchisee, or (iv) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of Section 15.2, in addition to all other remedies available to Franchisor, Franchisee or the Restricted Person shall pay Franchisor, throughout the twenty-four (24) month period, seven percent (7%) of the revenue derived from the operation of the Competitive Business, including the sale of any merchandise, other products and services at or from the Competitive Business, and all other income of every kind and nature of the Competitive Business ("**Post-Termination Gross Sales**"). Franchisee

shall account for and pay the seven percent (7%) of the Post-Termination Gross Sales to Franchisor on the fifteenth day of each month on the Post-Termination Gross Sales of the Competitive Business during the preceding month. Franchisor shall have the right to audit the books and records of the competing business in accordance with Section 12.3 to confirm Franchisee's compliance with this Section 15.2, upon prior notice to Franchisee.

15.3 **Exceptions to Covenants**. Sections 15.1 and 15.2 shall not apply to ownership by Franchisee or an Owner of a less than five percent (5%) beneficial interest in the outstanding equity securities of any Competitive Business registered under the Securities Act of 1933, the Securities Exchange Act of 1934.

15.4 **Reducing Scope of Covenants**. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 15.2, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable.

15.5 **Reasonable Good Faith Estimate**. Franchisor and Franchisee acknowledge and agree that it would be impossible and impracticable to determine the precise amount of damages and expenses Franchisor will incur if Franchisee or any Restricted Person shall commit any violation of Section 15.2 during the twenty-four (24) month period following (i) the expiration or termination of this Agreement, (ii) the occurrence of any Assignment during the Term, (iii) the cession of the Restricted Person's relationship with Franchisee, or (iv) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of Section 15.2 due to the complications inherent in determining the amount of revenue lost by Franchisor because of the uncertainty regarding the number of months left to complete the then-current Term, the uncertainty regarding the Gross Sales of the Tap Trailer Business during the remainder of the then-current Term, the amount of Continuing Royalty Fees Franchisee would have paid Franchisor based upon the Gross Sales of the Tap Trailer Business and the like as well as the amount of the fees that Franchisor will collect from Franchisee upon the occurrence of the circumstances described in Section 15.2. Franchisor and Franchisee further acknowledge and agree that the seven percent (7%) fee is a reasonable, good faith estimate of those damages.

15.6 **Covenants from Individuals**. Franchisee shall obtain and furnish to Franchisor executed covenants similar in substance to those set forth in this Article 15 (including covenants applicable upon the termination of a person's relationship with Franchisee) from all Owners. Every covenant required by this Section 15.6 shall be in a form acceptable to Franchisor, and shall include, without limitation, a designation of Franchisor as a third party beneficiary of the covenants with the independent right to enforce them.

15.7 **Effect of Applicable Law**. In the event any portion of the covenants in this Article 15 violates laws affecting Franchisee, or is held invalid or unenforceable in a final judgment to which Franchisor and Franchisee are parties, then the maximum legally allowable restriction permitted by Applicable Law shall control and bind Franchisee. Franchisor may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any reduced covenant upon receipt of written notice. The provisions of this Article 15 shall be in addition to and not in lieu of any other confidentiality obligation of Franchisee, or any other person, whether pursuant to another agreement or pursuant to Applicable Law.

15.8 **Business Practices**. Franchisee shall comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Executive Order 13224 issued by the President of the United States, 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 addressing or in any way relating to terrorist acts and acts of war (the "**Anti-Terrorism Laws**"). In connection with its compliance, Franchisee certifies, represents and warrants that none of Franchisee's property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee is not otherwise in violation of any of the Anti-Terrorism Laws. Any violation of the Anti-Terrorism Laws by Franchisee or Franchisee's employees or any "blocking" of Franchisee's assets under the Anti-Terrorism Laws constitute grounds for immediate termination of this Agreement and any other agreements Franchisee has entered into with Franchisor or any of its Affiliates, in accordance with the provisions of Section 16.2.

15.9 **Survival**. The provisions of this Article 15 shall survive the expiration and termination of this Agreement and shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this Agreement, or the Tap Trailer Marks, the Tap Trailer System, the Confidential Information, the Trade Secrets, or any other proprietary aspects of Franchisor's business**.**

16. DEFAULT AND TERMINATION.

16.1 **Termination In the Event of Franchisee's Bankruptcy or Insolvency**. Franchisee shall be deemed to be in Default under this Agreement, and all rights granted to Franchisee of this Agreement shall automatically terminate without notice to Franchisee, (i) if Franchisee or its Principal Owner becomes insolvent or make a general assignment for the benefit of creditors, (ii) if a petition in bankruptcy is filed under any foreign, state or United States Bankruptcy Act by Franchisee or its Principal Owner or if a petition is filed against and not opposed by Franchisee or its Principal Owner, (iii) if Franchisee or its Principal Owner is adjudicated as bankrupt or insolvent, (iv) if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or its Principal Owner or other custodian for the Tap Trailer Business is filed and consented to by Franchisee or its Principal Owner, (v) if a receiver or other custodian (permanent or temporary) of Franchisee's or its Principal Owner's assets or property, or any part thereof, is appointed by any court of competent jurisdiction, (vi) if proceedings for a composition with creditors under any Applicable Law is instituted by or against Franchisee or its Principal Owner, (vii) if a final judgment in excess of $100,000 against the Tap Trailer Business remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed), (viii) if Franchisee or its Principal Owner admits Franchisee or its Principal Owner is unable to generally pay Franchisee's or its Principal Owner's debts as they become due, (ix) if execution is levied against the Tap Trailer Business or property, (x) if suit to foreclose any lien or mortgage against the Tap Trailer Business, the Tap Trailers or the equipment of the Tap Trailer Business is instituted against Franchisee or its Principal Owner and not dismissed within thirty (30) days, or (xi) if the Tap Trailer Business or the Tap Trailers shall be sold after levy thereupon by any sheriff, marshal, or constable.

16.2 **Option to Terminate Without Opportunity to Cure**. Franchisee shall be deemed to be in Default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the Default, effective immediately upon receipt of notice by Franchisor upon the occurrence of any of the following events:

16.2.1 If Franchisee shall Abandon the Tap Trailer Business.

16.2.2 If Franchisee shall attempt to make or claim to have made any Assignment without the prior written consent of Franchisor.

16.2.3 If Franchisee shall Default in any obligation as to which Franchisee has previously received three (3) or more written notices of Default from Franchisor setting forth the Default complained of within the preceding twelve (12) months.

16.2.4 If Franchisee makes any material misrepresentations in connection with the execution of this Agreement or the operations of the Tap Trailer Business.

16.2.5 If Franchisee fails, for a period of ten (10) days after having received notification of noncompliance from Franchisor or any Governmental Authority, to comply with any federal, state or local law or regulation applicable to the operation of the Tap Trailer Business.

16.2.6 If Franchisee's operation of the Tap Trailer Business constitutes an imminent danger to the public health or if Franchisee sells unauthorized products to the public after Notice of Default and thereafter sells the products, whether or not Franchisee has cured the Default after one or more notices.

16.2.7 If an audit or investigation conducted by Franchisor discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Franchisor, or knowingly understated its Gross Sales or withheld the reporting of the same as provided in this Agreement.

16.2.8 If Franchisee or any of its Owners, are convicted of or plead guilty or *nolo contendere* to a felony or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, to adversely affect Franchisor's reputation, the Tap Trailer System, the Tap Trailer Marks or the goodwill associated with the same; however, if the crime or offense is committed by an Owner other than the Principal Owner, Franchisor may only terminate this Agreement under this Section 16.2.8 if the convicted Owner fails to sell its interest in Franchisee to Franchisee's other Owners within thirty (30) days after the conviction or guilty plea.

16.2.9 If Franchisee materially misuses or makes any unauthorized use of the Tap Trailer Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein, or takes any action which reflects materially and unfavorably upon the operation and reputation of the Tap Trailer Business or the Tap Trailer chain generally.

16.2.10 If Franchisee makes any unauthorized use, disclosure, or duplication of the Trade Secrets or Confidential Information.

16.2.11 If Franchisee fails to purchase and maintain in inventory the types and quantities of Tap Trailer Branded Products, Tap Trailer Proprietary Products or Non-Proprietary Products necessary to meet reasonably anticipated consumer demand.

16.2.12 If Franchisee shall purchase or purport to purchase Tap Trailer Branded Products or Tap Trailer Proprietary Products or Non-Proprietary Products from other than Franchisor or a Tap Trailer Approved Supplier and fails to cease use of the non-complying product within three (3) days after having received notification from Franchisor to do so.

16.2.13 If Franchisee sells or attempts to sell any products other than Authorized Products at the Tap Trailer Business and fails to cease to do so within three (3) days after having received notification from Franchisor to do so.

16.2.14 If Franchisee Defaults in any obligation under this Agreement that by its nature is not capable of being cured by Franchisee.

16.2.15 If Franchisee fails to Open the Tap Trailer Business within the applicable time periods provided for in this Agreement.

16.2.16 If, within ten (10) days after receipt of written notice from Franchisor that any required payment is overdue, Franchisee fails to make the payment to Franchisor, its Affiliates, or, to Franchisee's landlord, suppliers, creditors or employees unless, with respect to Franchisee's suppliers, creditors or employees, Franchisee notifies Franchisor of the existence on a bona fide dispute and takes immediate action to resolve it.

16.2.17 If Franchisee fails to make timely payments upon any obligation of Franchisee upon which Franchisor has advanced any funds for or on behalf of Franchisee, or upon which Franchisor is acting as a guarantor of Franchisee, or Default upon or breach of any provision of any promissory note or other evidence of indebtedness or any agreement relating to this Agreement concerning any obligation of Franchisee which arises from the Tap Trailer Business.

16.2.18 If Franchisee or the Owners use abusive language when communicating with Franchisor, Franchisor's staff or with customers, or denigrate Tap Trailer System or portray it, Franchisor or Franchisor's Constituents in an unflattering light on the Internet or otherwise.

16.3 **Termination With Notice and Opportunity To Cure**. Except for any Default by Franchisee under Sections 16.1 or 16.2, and as expressly provided elsewhere in this Agreement, Franchisee shall have five (5) days, in the case of any monetary Default and ten (10) days in the case of any other type of Default, following the receipt of a notice of default (a "**Notice of Default**") demanding the cure of the Default and to provide evidence of the cure to Franchisor. If any Default is not cured within that time period, or any longer time period that Applicable Law may require or that Franchisor may specify in the Notice of Default, this Agreement and all rights granted in this Agreement shall automatically terminate without further notice or opportunity to cure.

16.4 **Reimbursement of Franchisor's Costs**. Upon a Default by Franchisee, all of Franchisor's costs and expenses arising from the Default, including reasonable attorneys' fees, shall be paid to Franchisor within five (5) days after cure or upon demand by Franchisor if the Default is not cured.

16.5 **Cross-Default.** Any Default by Franchisee under the terms and conditions of this Agreement, any Area Development Agreement, or any other agreement between Franchisor, or its Affiliates, and Franchisee, or its Owners or Affiliates, shall be deemed to be a Default of each and every other agreement. In the event of termination, for any cause, of this Agreement or any other agreement between the Parties, Franchisor may, at its option, terminate any or all of the agreements.

16.6 **Notice Required By Law**. Notwithstanding anything to the contrary contained in this Article 16, if any valid Applicable Law of a competent Governmental Authority having jurisdiction over this Agreement and the Parties shall limit Franchisor's rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by that Applicable Law. Franchisor shall

not, however, be precluded from contesting the validity, enforceability or application of Applicable Laws in any action, hearing or dispute relating to this Agreement or the termination of this Agreement.

16.7 **Interim Management**. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, after Franchisor has given Franchisee written notice that Franchisee is in Default, Franchisor may (but is not obligated to) assume interim management of the Tap Trailer Business during the pendency of any cure period or in lieu of immediately terminating this Agreement. If Franchisor elects to assume interim management of the Tap Trailer Business (i) Franchisor's election will not relieve Franchisee of Franchisee's obligations under this Agreement, (ii) Franchisor will not be liable for any debts, losses, costs or expenses incurred in the operation of the Tap Trailer Business during any interim management period, (iii) Franchisor will have the right to charge a reasonable fee for the management services, and (iv) Franchisee agrees to, and hereby does, indemnify and hold Franchisor harmless against any and all claims, demands, judgments, fines, losses, liabilities, costs, amounts paid in settlement and reasonable expenses (including, but not limited to attorneys' fees) incurred in connection with the interim management of the Tap Trailer Business, other than those arising solely from the gross negligence or willful misconduct of Franchisor.

16.8 **Delay by Force Majeure**. Franchisee shall provide Franchisor, within ten (10) days after the occurrence of an event that Franchisee believes is an event of Force Majeure, with notice of the specific nature and extent of the Force Majeure and an explanation as to how the event has delayed Franchisee's performance under this Agreement. The determination of whether an event of Force Majeure has occurred shall be made by Franchisor upon Franchisor's assessment of the event causing the delay. Franchisee shall provide Franchisor with continuing updates and all information requested by Franchisor regarding Franchisee's progress and diligence in responding to and overcoming the event of Force Majeure.

16.9 **Termination by Franchisee**. Franchisee may terminate this Agreement due to a material default by Franchisor of its obligations hereunder, which default is not cured by Franchisor within sixty (60) days after Franchisor's receipt of prompt written notice by Franchisee to Franchisor detailing the alleged default with specificity; provided, that if the default is such that it cannot be reasonably cured within such sixty (60) day period, Franchisor shall not be deemed in default for so long as it commences to cure such default within sixty (60) days and diligently continues to prosecute such cure to completion. If Franchisee terminates this Agreement pursuant to this Section 16.9, Franchisee shall comply with all of the terms and conditions of Article 17.

17. OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION.

17.1 **General.** To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, upon the expiration or termination of Franchisee's rights granted under this Agreement, Franchisee shall immediately cease to use all Trade Secrets, Confidential Information, the Tap Trailer Marks, and any confusingly similar trademark, service mark, trade name, logotype, or other commercial symbol or insignia. Franchisee shall at its own cost immediately return the Manuals and all written materials incorporating Trade Secrets and all copies of any of the same to Franchisor. Franchisee shall at its own cost make cosmetic changes to the Tap Trailer Business and the Tap Trailer so that they no longer contain or resemble Franchisor's proprietary designs and shall remove all Tap Trailer identifying materials and distinctive Tap Trailer cosmetic features and finishes, soffits, interior wall coverings and colors, exterior finishes and colors and signage from the Tap Trailer that Franchisor may reasonably direct.

17.2 **Prior Payments**. Franchisor may retain all fees paid to Franchisor pursuant to this Agreement, and Franchisee shall immediately pay any and all amounts remaining due to Franchisor and its Affiliates. If this Agreement terminates due to a Default by Franchisee, the amounts to be paid by Franchisee shall include all damages, and costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the Default, which obligation shall remain, until paid in full, a lien in favor of Franchisor against assets of the Tap Trailer Business. Franchisee hereby appoints Franchisor as its attorney in fact, with full power and authority to execute on Franchisee's behalf all documents necessary to obtain and perfect this lien.

17.3 **Termination of Obligations and Rights**. Any and all obligations of Franchisor to Franchisee under this Agreement shall immediately cease and terminate. Likewise, any and all rights of Franchisee under this Agreement shall immediately cease and terminate and Franchisee shall immediately cease and thereafter refrain from representing itself as a then or former Franchisee or other Affiliate of Franchisor.

17.4 **Electronic Communications and Media**. The goodwill associated with all telephone and fax numbers, email addresses, domain names, Websites or web pages, social media and other Internet addressed used in operation of the Tap Trailer Business ("**Electronic Communications and Media**") is an asset that belongs to Franchisor. Franchisor shall have the option, exercisable by written notice within thirty (30) days after the cancellation, termination or expiration of this Agreement, to take an assignment of all Electronic Communications and Media for the Tap Trailer Business. If Franchisor exercises this option, Franchisee will be deemed to have assigned to Franchisor or Franchisor's designee all right, title and interest in and to these and/or services associated with the same. Franchisee shall notify the telephone company, domain name registrars and all listing agencies of the cancellation, termination or expiration of its right to use the Electronic Communications and Media associated with the Tap Trailer Business, and shall authorize their transfer to Franchisor. Franchisee hereby appoints Franchisor as it true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as may be necessary to effect an assignment of all Electronic Communications and Media for the Tap Trailer Business. This power of attorney is coupled with an interest and shall survive the cancellation, termination or expiration of this Agreement. Franchisee, by executing this Agreement, authorizes Franchisor and hereby appoints Franchisor and all of Franchisor's officers as Franchisee's attorney-in-fact to direct the telephone, company, domain name registrars and all listing agencies to transfer the same to Franchisor, should Franchisee fail or refuse to do so. The telephone, company, domain name registrars, and all listing agencies may accept this Agreement as conclusive evidence of Franchisor's exclusive right to the Electronic Communications and Media and Franchisor's authority to direct their transfer. Franchisee must sign the instruments Franchisor requests to confirm the assignments and transfers to Franchisor. Franchisee shall not be not entitled to any compensation from Franchisor if Franchisor exercises this option.

17.5 **Purchase of Tap Trailer**. Upon the expiration of this Agreement or the termination of this Agreement for any Default of Franchisee, Franchisor shall have the option, to be exercised by written notice to Franchisee within thirty (30) days after the Expiration Date or termination date (the "**Exercise Date**"), to purchase the Tap Trailer, regardless of whether the Tap Trailer Business is Open and operating. The purchase price for the Tap Trailer (the "**Trailer Purchase Price**") shall be the then-current depreciated value of the Tap Trailer as of the Exercise Date as stated in this Section 17.5 less the amount of any money due from Franchisee to Franchisor under this Agreement on the Expiration Date or termination date. The value of the Tap Trailer shall depreciate based on a five (5) year schedule as follows: (a) the purchase price paid by Franchisee for the Tap Trailer less 1/5 of the purchase price if Franchisor exercises its option to purchase on or before the first anniversary of the Effective Date; (b) the purchase price paid by Franchisee for the Tap Trailer less 2/5 of the purchase price if Franchisor exercises its option to purchase after the first anniversary of the Effective Date but on or before the

second anniversary of the Effective Date; (c) the purchase price paid by Franchisee for the Tap Trailer less 3/5 of the purchase price if Franchisor exercises its option to purchase after the second anniversary of the Effective Date but on or before the third anniversary of the Effective Date; (d) the purchase price paid by Franchisee for the Tap Trailer less 4/5 of the purchase price if Franchisor exercises its option to purchase after the third anniversary of the Effective Date but on or before the fourth anniversary of the Effective Date; and (e) the purchase price paid by Franchisee for the Tap Trailer less 5/5 of the purchase price if Franchisor exercises its option to purchase after the fourth anniversary of the Effective Date but on or before the fifth anniversary of the Effective Date. The Trailer Purchase Price will be paid in full upon Franchisor's receipt of the Tap Trailer, which shall be no later than thirty (30) days after the Exercise Date.

17.6 **Survival of Obligations**. Termination or expiration of this Agreement shall be without prejudice to any other rights or remedies that Franchisor or Franchisee, as the case may be, shall have in law or in equity, including, without limitation, the right to recover benefit of the bargain damages. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which by their nature or expressly constitute post-termination or post-expiration covenants and agreements shall survive the termination or expiration of this Agreement.

17.7 **No Ownership of Tap Trailer Marks**. Franchisee acknowledges and agrees that the rights to the Tap Trailer Marks and the use of the Tap Trailer Marks shall be and remain the property of Franchisor. Franchisee acknowledges and agrees that any use of the Tap Trailer Marks after the termination or expiration of this Agreement shall constitute an unauthorized use of an identical mark and shall entitle Franchisor to damages due to, but not limited to, trademark infringement and counterfeiting.

17.8 **Government Filings**. If Franchisee has registered any of the Tap Trailer Marks or the name Tap Trailer as part of an assumed, fictitious or corporate name, Franchisee shall promptly amend those registrations to delete the Tap Trailer Marks and any confusingly similar marks or names.

18. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

18.1 **No Fiduciary Relationship**. This Agreement does not create a fiduciary relationship between the Parties. Franchisee shall be an independent contractor, and nothing in this Agreement is intended to constitute or appoint either Party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

18.2 **Public Notice of Independent Status**. Franchisee shall conspicuously identify itself in all dealings with its customers, contractors, suppliers, public officials, and others, as an independent Franchisee of Franchisor, and shall place the notice of independent ownership on all forms. Franchisor shall have the right to specify the language of any notice.

18.3 **Independent Contractor**. Franchisee acknowledges and agrees that it is not authorized to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligations in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any action, nor shall Franchisor be liable by reason of any act or omission of Franchisee in its conduct of the Tap Trailer Business or for any claim or judgment arising therefrom against Franchisee or Franchisor.

18.4 **Indemnification**. Franchisee and its Owners and Affiliates (collectively, the "**Indemnitors**") shall indemnify, defend and hold harmless to the fullest extent permitted by Applicable Law, Franchisor and its Constituents (collectively, the "**Indemnitees**"), from any and all "**Losses and Expenses**" incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof (collectively, an "**Indemnifiable Claim**") which arises directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Tap Trailer Business and regardless of whether the Indemnifiable Claim or the Losses and Expenses resulted from any strict or vicarious liability imposed by law on Franchisee; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Franchisor (except to the extent that joint liability is involved, in which event the indemnification provided for in this Section 18.4 shall extend to any finding of comparative negligence or contributory negligence attributable to Franchisee). For the purpose of this Section 18.4, the term "**Losses and Expenses**" shall mean and include compensatory, exemplary, or punitive damages, fines and penalties, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, compensation for damages to a Party's reputation and goodwill, and all other costs associated with any of the foregoing Losses and Expenses.

18.4.1 The Indemnitees shall give the Indemnitors prompt notice of any Indemnifiable Claim of which the Indemnitees are aware for which indemnification is required under this Section 18.4. The notice shall specify whether the Indemnifiable Claim arises as a result of an Indemnifiable Claim by a third party against the Indemnitees (a "**Third Party Claim**") or whether the Indemnifiable Claim does not result from an Indemnifiable Claim by a third party against the Indemnitees (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent that the information is available) the factual basis for the Indemnifiable Claim and the amount of the Indemnifiable Claim, if known. If, through the fault of the Indemnitees, the Indemnitors do not receive notice of any Indemnifiable Claim in time to effectively contest the determination of any Losses and Expenses susceptible of being contested, the Indemnitors shall be entitled to set off against the amount claimed by the Indemnitees the amount of any Losses and Expenses incurred by the Indemnitors resulting from the Indemnitees' failure to give such notice on a timely basis.

18.4.2 With respect to Third Party Claims, the Indemnitors shall have the right, at their expense and at their election, to assume control of the negotiation, settlement and defense of Third Party Claims through counsel of their choice. The election of the Indemnitors to assume such control shall be made within thirty (30) days after the Indemnitors' receipt of notice of a Third Party Claim. If the Indemnitors elect to assume control, the Indemnitors shall do so at the Indemnitors' sole expense. The Indemnitees shall have the right to be informed and consulted with respect to the negotiation, settlement or defenses of the Third Party Claim and to retain counsel to act on the Indemnitees' behalf, at the Indemnitees' sole expense, unless the Indemnitors consent to the retention of the Indemnitees' counsel at the Indemnitors' expense or unless the Indemnitors and the Indemnitees are both named in any action or proceeding and the representation of both the Indemnitors and the Indemnitees by the same counsel would be appropriate because of the absence of any actual or potential differing interests between them (such as the availability of different defenses).

18.4.3 If the Indemnitors elect to assume control, but thereafter fail to defend the Third Party Claim within a reasonable time, the Indemnitees shall be entitled to assume control and the Indemnitors shall be bound by the results obtained by the Indemnitees with respect to the Third Party Claim. If any Third Party Claim is of a nature that the Indemnitees are required by Applicable Law to make a payment to any claimant with respect to the Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnitees may make such payment and the Indemnitors shall, within thirty (30) days after

demand by the Indemnitees, reimburse the Indemnitees for the amount of the payment. If the Indemnitees' liability under the Third Party Claim, as finally determined, is less than the amount paid by the Indemnitors to the Indemnitees, the Indemnitees shall, within thirty (30) days after receipt of the difference from the claimant, pay the difference to the Indemnitors.

18.4.4 If the Indemnitors fail to assume control of the defense of any Third Party Claim, the Indemnitees shall have the exclusive right to consent, settle or pay the amount claimed. Whether or not the Indemnitors assume control of the negotiation, settlement or defenses of any Third Party Claim, the Indemnitors shall not settle any Third Party Claim without the written consent of the Indemnitees, which consent shall not be unreasonably withheld or delayed. The Indemnitees and the Indemnitors shall cooperate fully with each other with respect to Third Party Claims, and shall keep each other fully advised with respect to Third Party Claims (including supplying copies of all relevant documentation promptly as they becomes available).

18.4.5 With respect to Direct Claims, following receipt of notice from the Indemnitees of the Direct Claim, the Indemnitors shall have thirty (30) days to make such investigation of the Direct Claim as is considered necessary or desirable. For the purpose of the investigation, the Indemnitees shall make available to the Indemnitors the information relied upon by the Indemnitees to substantiate the Direct Claim, together with all other information that the Indemnitors may reasonably request. If the Indemnitors and the Indemnitees agree at or prior to the expiration of the thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of a Direct Claim, the Indemnitors shall immediately pay the Indemnitees the full agreed upon amount of the Direct Claim. If the Indemnitors fails to pay the same, the matter shall be resolved in the manner described in Article 15.

18.4.6 The Indemnitees shall exert commercially reasonable efforts to mitigate the Losses and Expenses upon and after becoming aware of any Indemnifiable Claim which could reasonably be expected to give rise to the payment of Losses and Expenses.

19. DISPUTE RESOLUTION.

19.1 **Judicial Relief**. The Parties agree that all disputes arising out of or relating to this Agreement shall be brought in the Superior Court of California, County of Los Angeles, or the United States District Court of the Central District of California. To the fullest extent that the Parties may do so under Applicable Law, the Parties waive the defense of inconvenient forum to the maintenance of an action in these Courts and agree not to commence any action of any kind except in these Courts. This Agreement shall be interpreted and construed under the laws of California. In the event of any conflict of law, the laws of California shall prevail, without regard to the application of California conflict of law rules. If, however, any provision of this Agreement would not be enforceable under the laws of California, and if the Tap Trailer Business is located outside of California and such provision would be enforceable under the laws of the state in which the Tap Trailer Business is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Section 19.1 is intended by the Parties to subject this Agreement to any franchise or similar law, rules, or regulation of any state to which it would not otherwise be subject.

19.2 **Waivers**. The Parties agree, to the extent permitted by Applicable Law, that any legal action of any kind by either Party arising out of or relating to this Agreement or its breach must be commenced by no later than the last to occur of the following: (i) one hundred eighty (180) days after obtaining knowledge of the facts which constituted or gave rise to the alleged violation or liability, or (ii) one year after the act, event, occurrence

or transaction which constituted or gave rise to the alleged violation or liability. Franchisor and Franchise, for themselves, and for and on behalf of the Franchisor Owners and the Owners, respectively, hereby waive to the fullest extent permitted by Applicable Law, any right to, or claim for, punitive or exemplary damages against the other and agree that, in the event of a dispute between them, Franchisor and Franchisee shall each be limited to recovering only the actual damages proven to have been sustained by that Party, except as provided in Section 19.5.

19.3 **Specific Performance**. Franchisor and Franchisee acknowledge that each Party would be irreparably damaged if the provisions of this Agreement were not capable of being specifically enforced, and for this reason, Franchisor and Franchisee agree that the provisions of this Agreement shall be specifically enforceable. Franchisor and Franchisee further agree that any act or failure to act which does not strictly comply with the provisions and conditions of this Agreement may be specifically restrained, and that the equitable relief provided for in this Agreement shall not in any way limit or deny any other remedy at law or in equity that either Franchisor or Franchisee might otherwise have.

19.4 **Exclusive Remedy**. In no event shall either Party make or have any claim for money damages based on any claim or assertion that the other Party has unreasonably withheld, conditioned or delayed any consent, approval or authorization required under this Agreement. Each Party waives any claim for damages. Neither Party may claim any damages by way of setoff, counterclaim or defense. Each Party's sole remedy for such a claim shall be an action or proceeding to enforce the provisions of this Agreement, for specific performance or for declaratory judgment.

19.5 **Attorneys' Fees**. In any legal action or proceeding brought to enforce any provision of this Agreement or arising out of, or in connection with, this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs in addition to any other relief that may be awarded by a Court.

20. NOTICES.

All notices or demands to be given under this Agreement shall be in writing and shall be served in person, by air courier delivery with a guaranteed tracking facility, by certified mail, by facsimile transmission or by electronic transmission (email). Service shall be deemed conclusively made (i) at the time of service, if personally served; (ii) three (3) business days after delivery by the Party giving the notice, statement or demand if by air courier with a guaranteed tracking facility; (iii) three (3) business days after placement in the United States mail by Certified Mail, Return Receipt Requested, with postage prepaid; (iv) on the day of facsimile transmission to the facsimile number given below if telephonic confirmation of receipt is obtained by the sender promptly after completion of facsimile transmission; and (v) on the day of electronic transmission to the email address given below if telephonic confirmation of receipt is obtained by the sender promptly after completion of electronic transmission. Notices and demands shall be given to the respective Parties at the following addresses, unless and until a different address has been designated by written notice to the other Party:

Notices to Franchisor: Tap Trailer Co. Franchising, LLC
13547 Ventura Boulevard, #179
Sherman Oaks, California 91423
Attention: Jennifer Disotell

With a copy to (which shall not constitute notice):

Barry Kurtz, Esq.
Lewitt, Hackman, Shapiro, Marshall and Harlan,
16633 Ventura Boulevard, 11th Floor
Encino, California 91436

Notices to Franchisee: _____
_____
_____
_____
Attention: _____

Either Party may change its address for the purpose of receiving notices, demands and other communications provided by a written notice given in the manner aforesaid to the other Party.

21. **ACKNOWLEDGMENTS.**

21.1 **Waiver and Delay**. No waiver by Franchisor of any Default, or series of Defaults in performance by Franchisee, and no failure, refusal or neglect of Franchisor to exercise any right, power or option given to it hereunder or under any agreement between Franchisor and Franchisee, whether entered into before, after or contemporaneously with the execution of this Agreement, or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement or any Tap Trailer Franchise Agreement or other agreement between Franchisor and Franchisee, whether entered into before, after or contemporaneously with the execution of this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any continuing or subsequent Default or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

21.2 **Survival of Covenants**. The covenants contained in this Agreement which, by their nature or terms, require performance by the Parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

21.3 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and shall be binding upon and inure to the benefit of Franchisee and his or their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained in this Agreement.

21.4 **Joint and Several Liability**. If Franchisee consists of more than one Owner, the obligations and liabilities of each person or Entity to Franchisor are joint and several.

21.5 **Entire Agreement**. This Agreement and the Exhibits contain all of the terms and conditions agreed upon by the Parties concerning the subject matter of this Agreement. No other agreements concerning the subject matter of this Agreement, written or oral, shall be deemed to exist or to bind either of the Parties and all prior agreements, understandings and representations are merged into this Agreement and superseded by this Agreement. No officer or employee or agent of Franchisor has any authority to make any representation or promise not included in this Agreement and Franchisee agrees that it has executed this Agreement without reliance upon any representation or promise not included in this Agreement. This Agreement cannot be

modified or changed except by written instrument signed by both of the Parties. Nothing in this Franchise Agreement or any related agreement is intended to disclaim the representations Franchisor made to Franchisee in Franchisor's Franchise Disclosure Document.

21.6 **Titles and Recitals**. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement. The Recitals set forth in Recitals A through D of this Agreement are true and correct and are hereby incorporated by reference into the body of this Agreement.

21.7 **Gender and Construction**. The terms of all Exhibits attached to this Agreement are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full in this Agreement. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any Article or Section in this Agreement may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided in this Agreement to the contrary, any consent, approval, acceptance or authorization of Franchisor or Franchisee that may be required under this Agreement shall be in writing and shall not be unreasonably withheld, conditioned or delayed by the Party whose consent, approval, acceptance or authorization has been requested. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, on any occasion where Franchisor is required or permitted to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Franchisor's standards or satisfaction, Franchisor may do so in its sole subjective judgment and discretion. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of both Parties. Franchisor and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

21.8 **Severability; Modification**. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in that event, the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

21.9 **Counterparts and Electronic Transmission**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Agreement transmitted by email or by facsimile shall constitute and be deemed original copies of this Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Agreement.

21.10 **Electronic Execution and Copies**. This Agreement and all Exhibits to this Agreement may be signed electronically by the Parties and Electronic Signatures appearing on this Agreement and the Exhibits shall be

deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement and the Exhibits. An executed copy of this Agreement (or any portion of this Agreement) may be delivered by either of the Parties by facsimile, electrical, digital, magnetic, optical, electromagnetic, or similar capability regardless of the medium of transmission (collectively, "**electronic**"), and delivery will be effective and binding upon the Parties, and will not in any way diminish or affect the legal effectiveness, validity or enforceability of this Agreement. Franchisee acknowledges and agrees that Franchisor may create an electronic record of any or all agreements, correspondence or other communications between the Parties or involving third parties and may thereafter dispose of or destroy the original of any of the agreements, correspondence or other communications. Any such electronic record will be inscribed on a tangible medium or stored in an electronic or other medium and be retrievable in perceivable form, and will be maintained in and readable by hardware and software generally available. Notwithstanding any Applicable Law to the contrary, any electronic version of this Agreement or any other agreements, correspondence or other communications between the Parties will have the same legal effect, validity and enforceability as an original of any document, even if the original of the document has been disposed of or intentionally destroyed.

21.11 **Area Development Agreement**. This Section 21.11 is only applicable if Franchisee or its Affiliates have entered into an Area Development Agreement (a "**Development Agreement**") with Franchisor. Franchisor and Franchisee acknowledge and agree that the Development Agreement contains certain negotiated provisions which are intended to apply to, and modify, future franchise agreements entered into by the Parties. Therefore, notwithstanding anything to the contrary set forth in this Agreement, to the extent any provision in the Development Agreement contradicts any provision in this Agreement, or is in addition to any provision of this Agreement, the Development Agreement shall control to the extent of such inconsistency or addition. Franchisor and Franchisee further acknowledge and agree that this Section 21.11 has been added at the request and for the convenience and benefit of both Parties and with advice of counsel. Accordingly, both Franchisor and Franchisee shall work in good faith to resolve any disputes regarding the application or intent of the Development Agreement and future franchise agreements entered into by the Parties. Should a dispute arise as to the application or intent of the Development Agreement as it pertains to this Agreement, the Parties shall resolve the dispute in accordance with Article 19.

21.12 **Intent to Comply**. Franchisee, and its Owners, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution of this Agreement, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply with the terms of this Agreement and be bound by the terms of this Agreement. Franchisor expressly disclaims making, and Franchisee acknowledges that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this Agreement.

21.13 **Independent Investigation**. Franchisee acknowledges that Franchisee has conducted an independent investigation of the business franchised hereunder, recognizes that the business venture contemplated by this Agreement involves business risks, and that its success will be largely dependent upon the ability of Franchisee and if an Entity, its Owners, as independent businesspersons. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

21.14 **Copy of Agreement**. Franchisee acknowledges that it received a copy of this Agreement, the Exhibits attached to this Agreement and all other agreements relating to this Agreement, if any, with all of the blank lines filled in, at least five (5) business days prior to the Effective Date.

21.15 **Opportunity to Consult**. Franchisee acknowledges that it has read and understood this Agreement, the Exhibits attached to this Agreement, and all other agreements relating to this Agreement, if any, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

21.16 **Franchise Disclosure Document**. Franchisee acknowledges that it has received a copy of the complete Tap Trailer Franchise Disclosure Document which contains a copy of this Agreement, at least fourteen (14) calendar days prior to the date on which this Agreement was executed. Franchisee acknowledges and agrees that Franchisor has made no promises, representations, warranties or assurances to Franchisee which are inconsistent with the terms of this Agreement or Franchisor's Franchise Disclosure Document, concerning the profitability or likelihood of success of the Tap Trailer Business, that he has been informed by Franchisor that there can be no guarantee of success in the franchised business and that Franchisee's business ability and aptitude is primary in determining his success.

21.17 **Business Judgment**. Notwithstanding any provision in this Agreement to the contrary, Franchisee and the Owners acknowledge and agree that:

21.17.1 This Agreement (and the relationship of the Parties which arises from this Agreement) grants Franchisor the discretion to make decisions, take actions or refrain from taking actions not inconsistent with the explicit rights and obligations of Franchisee and the Owners hereunder that may affect Franchisee and the Owners' interests favorably or adversely. Franchisor shall use its Business Judgment in exercising such discretion based on its assessment of its own interests and balancing those interests against the interests, promotion, and benefit of the Tap Trailer System and other Tap Trailer Franchisees, Tap Trailer Businesses generally, and specifically without considering the individual interests of Franchisee or the Owners or the individual interests of any other Tap Trailer Franchisee. Franchisee and the Owners acknowledge and agree that Franchisor shall have no liability to Franchisee or the Owners for the exercise of its discretion in this manner; and even if Franchisor has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification, no trier of fact in any legal action shall substitute his or her judgment for Franchisor's judgment so exercised and no such action or decision shall be subject to challenge for abuse of discretion. If Franchisor takes any action or Franchisor chooses not to take any action in its discretion with regard to any matter related to this Agreement and its actions or inaction are challenged for any reason, the Parties expressly direct the trier of fact to find that Franchisor's reliance on a business reason in the exercise of its discretion is to be viewed as a reasonable and proper exercise of its discretion, without regard to whether other reasons for its decision may exist and without regard to whether the trier of fact would independently accord the same weight to the business reason.

21.17.2 In granting its approval of Approved Venues for the Tap Trailer, designating suppliers, setting standards and the like, Franchisor shall exercise its Business Judgment. However, in the exercise of its Business Judgment, Franchisor shall not be liable to Franchisee or the Owners or anyone else, if Franchisor's exercise of its Business Judgment results in a business loss or if the products or services provided fail to meet the expectations of Franchisor, Franchisee, the Owners or other parties. Franchisor disclaims all warranties and liability for the acts or omissions of any contractors, vendors, suppliers, products or employees which Franchisee uses, purchases, retains or hires pursuant to Franchisor's exercise of its Business Judgment.

21.18 **Atypical Terms**. Franchisee acknowledges and agrees that Franchisor may modify the offer of its franchises to other Tap Trailer Franchisees in any manner and at any time, which offers have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement. Franchisee further acknowledges and agrees that Franchisor has made no warranty or representation that all Tap Trailer Franchise Agreements previously issued or issued after this Agreement by Franchisor do or will contain terms substantially similar to those contained in this Agreement. Franchisor may, in its reasonable business judgment and its sole and absolute discretion, due to local business conditions or otherwise, waive or modify comparable provisions of other Franchise Agreements previously executed or executed after the date of this Agreement with other Tap Trailer Franchisees in a non-uniform manner.

21.19 **General Terms**. Time is of the essence of this Agreement with respect to each and every provision of this Agreement in which time is a factor. Franchisee has read this Agreement and understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor's standards of service and quality and the uniformity of those standards at all Tap Trailer Businesses in order to protect and preserve the Tap Trailer System and the goodwill of the Tap Trailer Marks. Franchisee has conducted an independent investigation of the business contemplated by this Agreement. Franchisee recognizes that the Tap Trailer System may evolve and change over time, that an investment in this franchise involves business risks, and that the success of the investment depends upon Franchisee's business ability and efforts. The Parties acknowledge and agree that each Party has been represented by independent legal counsel their choice in connection with this Agreement or has had the opportunity to have legal counsel review this Agreement and advise the Party regarding the same, but has voluntarily chosen not to do so. Franchisee has not received or relied upon any promise or guarantee, express or implied, about the revenues, profits or success of the business venture contemplated by this Agreement. No representations have been made by Franchisor or its Affiliates or their respective officers, directors, shareholders, employees or agents that are contrary to the terms contained in this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

FRANCHISOR:

TAP TRAILER CO. FRANCHISING, LLC
A Wyoming limited liability company

By: _____
Name: _____
Title: _____

FRANCHISEE:

(IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Print Name of Franchisee Entity]

By: _____
Name: _____
Title: _____

OR

(IF FRANCHISEE IS AN INDIVIDUAL):

_____
Print Name

_____
Signature

_____
Print Name

_____
Signature

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE AGREEMENT

EXHIBIT A
ENTITY INFORMATION DISCLOSURE

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE AGREEMENT

EXHIBIT A
ENTITY INFORMATION DISCLOSURE

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(1) Franchisee is a (check as applicable):

[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): _____

State of incorporation/organization: _____
Name of Franchisee entity: _____
Federal Tax Identification #: _____

(2) Franchisee shall provide to Franchisor concurrently with the execution of this Agreement true and accurate copies of its charter documents including Articles of Incorporation/Organization, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution of this Agreement and any amendments to the foregoing (the "**Entity Documents**").

(3) Franchisee promptly shall provide all additional information that Franchisor may from time to time request concerning all persons who may have any, direct or indirect, financial interest in Franchisee.

(4) The name and address of each Owner is:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

(5) The names, addresses and titles of Franchisee Owner(s) who will be devoting their full time to the Franchisee business are:

NAME	ADDRESS	TITLE

(6) The address where Franchisee's financial records and Entity Documents are maintained is: _____.

(7) The Principal Owner is _____ and owns a _____% ownership interest in Franchisee.

(8) The Manager is _____.

(9) Franchisee represents and warrants to Franchisor, as an inducement to Franchisor's execution of the Franchise Agreement, that the information set forth in this Entity Information Disclosure is true, accurate and complete in all material respects on the Effective Date and that Franchisee shall provide Franchisor with all additional information Franchisor may request with respect to the Owners and the ownership of Franchisee. In addition, Franchisee shall notify Franchisor within ten (10) days of any change in the information set forth in the Entity Information Disclosure and shall provide Franchisor with a revised Entity Information Disclosure certified by Franchisee to be true, correct and complete in all material respects. Franchisor grants Franchisee the rights in this Agreement in reliance upon each and all of the terms of the Entity Information Disclosure.

IN WITNESS WHEREOF, the Parties have executed this **Exhibit A** on the Effective Date.

FRANCHISOR:

TAP TRAILER CO. FRANCHISING, LLC
A Wyoming limited liability company

By: _____
Name: _____
Title: _____

FRANCHISEE:

(IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Print Name of Franchisee Entity]

By: _____
Name: _____
Title: _____

OR

(IF FRANCHISEE IS AN INDIVIDUAL):

_____
Print Name

_____
Signature

_____
Print Name

_____
Signature

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE AGREEMENT

EXHIBIT B
FRANCHISE INFORMATION

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE AGREEMENT

EXHIBIT B
FRANCHISE INFORMATION

EFFECTIVE DATE: _____.

NAME OF FRANCHISEE: _____.

EXPIRATION DATE: _____.

PURCHASE PRICE FOR TAP TRAILER(S): _____.

MONTHLY MINIMUM ROYALTY: $_____.

MONTHLY MINIMUM LOCAL ADVERTISING EXPENDITURE: $_____.

OPENING DATE: _____.

PROTECTED AREA: _____
_____
_____.

NOTICE ADDRESS FOR FRANCHISEE:_____
_____.
Email: _____.

IN WITNESS WHEREOF, the Parties have executed this Exhibit B on _____.

FRANCHISOR:

TAP TRAILER CO. FRANCHISING, LLC
A Wyoming limited liability company

By: _____
Name: _____
Title: _____

FRANCHISEE:
(IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Print Name of Franchisee Entity]

By: _____
Name: _____
Title: _____

OR

(IF FRANCHISEE IS AN INDIVIDUAL):

_____
Print Name

_____
Signature

_____
Print Name

_____
Signature

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE AGREEMENT

EXHIBIT C
GUARANTEE OF FRANCHISE AGREEMENT

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE AGREEMENT

EXHIBIT C
GUARANTEE OF FRANCHISE AGREEMENT

The undersigned (collectively, "**Guarantors**") have requested **TAP TRAILER CO. FRANCHISING, LLC**, a Wyoming limited liability company ("**Franchisor**"), to enter into a Franchise Agreement dated _____ (the "**Franchise Agreement**") with _____ ("**Franchisee**"). In consideration for, and as an inducement to, Franchisor's execution of the Franchise Agreement, Guarantors hereby grant this guarantee (this "**Guarantee**") and agree as follows:

1. "**Obligations**" means and includes any and all obligations of Franchisee arising under or pursuant to the Franchise Agreement and all other obligations, whether now existing or hereafter arising, of Franchisee to Franchisor of whatever nature.

2. Guarantors irrevocably and unconditionally, fully guarantee to Franchisor the prompt, full and complete payment of any and all Obligations of Franchisee to Franchisor and the performance of any and all Obligations of Franchisee including, without limitation, Obligations under the Franchise Agreement or any other agreement, instrument or document relating to, evidencing or securing any Obligations.

3. If Franchisee fails to pay any of the Obligations, Guarantors shall, within five (5) days after a written demand therefore has been given to Guarantors by Franchisor, pay all of the Obligations in like manner as if the Obligations constituted the direct and primary Obligation of Guarantors. Guarantors agree that if any Obligation, covenant or agreement contained in the Franchise Agreement is not observed, performed or discharged as required by the Franchise Agreement (taking into consideration any applicable cure periods), Guarantors shall, within five (5) days after a written demand therefore has been given to Guarantors by Franchisor, to observe, perform or discharge the Obligation, covenant or agreement in like manner as if the same constituted the direct and primary Obligation of Guarantors.

4. No exercise or non-exercise by Franchisor of any right under this Guarantee, no dealing by Franchisor with Franchisee or any other person and no change, impairment or suspension of any right or remedy of Franchisor shall in any way affect any Obligations of Guarantors under this Guarantee or give Guarantors any recourse against Franchisor. Without limiting the generality of the foregoing, Guarantors agree that, regardless of whether Franchisor gives notice thereof or obtains the consent of Guarantors thereto, Guarantors' liability under this Guarantee shall not be released, extinguished or otherwise reduced in any way by reason of (i) any amendment, modification, renewal, extension, substitution or replacement of the Franchise Agreement or of any of the Obligations, in whole or in part, (ii) any acceptance, enforcement or release by Franchisor of any security for the Franchise Agreement or of any of the Obligations, any addition, substitution or release of any of the Guarantors, or any enforcement, waiver, surrender, impairment, release, compromise or settlement of any matter with respect to the Franchise Agreement or the Obligations or any security therefore, (iii) any assignment of this Guarantee, in whole or in part by Franchisor, or any Assignment or transfer of the Franchise Agreement (or any of them) by Franchisor or Franchisee, (iv) the invalidity or unenforceability of any provision of the Franchise Agreement or any of the Obligations, or (v) any failure, omission or delay of Franchisor in enforcing the Franchise Agreement, the Obligations or this Guarantee.

5. Guarantors waive and agree not to assert or take advantage of (i) any right to require Franchisor to proceed against Franchisee or any other person, firm or corporation or to proceed against or exhaust any

security held by Franchisor at any time or to pursue any other remedy in Franchisor's power, (ii) any statute of limitations in any action under this Guarantee to collect any Obligations guaranteed hereby, (iii) any defense that may arise by reason of Franchisee's incapacity, lack of authority, insolvency or bankruptcy or Franchisor's failure to file or enforce a claim against the estate (either in bankruptcy or other proceeding) of Franchisee, any other or others, (iv) any defense arising out of any alteration of the Franchise Agreement or the Obligations, (v) notice of Franchisee's Default in the payment or performance of any of the Obligations, (vi) demand, protest and notice of any kind including, without limitation, notice of acceptance, notice of the existence, creation or incurring of new or additional Obligations or Obligations or of any action or non-action on the part of Franchisee, Franchisor, any endorser, creditor of Franchisee or Guarantors under this or any other instrument, or any other person, in connection with any Obligation or evidence of Obligations held by Franchisor or in connection with any Obligations hereby guaranteed, (vii) all rights and defenses arising out of an election of remedies by Franchisor, even though that election of remedies, such as non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantors' rights of subrogation and reimbursement against Franchisee by operation of Applicable Law or otherwise, (viii) any duty of Franchisor to disclose to Guarantors any facts that Franchisor may now or hereafter know about Franchisee, regardless of whether Franchisor has reason to believe that those facts materially increase the risk beyond that which Guarantors intends to assumes or has reason to believe that the facts are unknown to Guarantors or has a reasonable opportunity to communicate the facts to Guarantors, it being understood and agreed that Guarantors is responsible to be and to keep informed of Franchisee's financial condition and of all circumstances bearing on the risk of nonpayment of any Obligations hereby guaranteed, and (ix) any right to the benefit of or to direct the application of any security held by Franchisor.

6. Until all Obligations to Franchisor are paid in full and fully performed, Guarantors shall have no right of subrogation and waive any right to enforce any remedy that Franchisor now has or may hereafter have against Franchisee. All existing or future indebtedness of Franchisee to Guarantors and any right to withdraw capital invested in Franchisee by Guarantors are hereby subordinated to all Obligations.

7. Guarantors' liabilities and all rights, powers and remedies of Franchisor under this Guarantee and under any other agreement now or at any time hereafter in force between Franchisor and Guarantors shall be cumulative and not alternative and the rights, powers and remedies shall be additional to all rights, powers and remedies given to Franchisor by Applicable Law. Without limiting the generality of anything contained in this Guarantee, Guarantors waive and agree not to assert or take advantage of (i) all rights described in California Civil Code Section 2856(a)(1) through (3), inclusive, including, without limitation, any rights and defenses which are or may become available to Guarantors by reason of California Civil Code Sections 2787 through 2855, inclusive; and (ii) California Civil Code Section 2899.

8. The liability of Guarantors under this Guarantee shall be an absolute, direct, immediate and unconditional continuing guarantee of payment and performance and not of collection. Guarantors' obligations under this Guarantee are independent of Franchisee's obligations. This is a continuing Guarantee. It shall be irrevocable during the initial term and each renewal term and through any extensions, amendments, modifications, substitutions or replacements of the Franchise Agreement and until all Obligations has been fully paid and the Obligations have been fully performed. In the event of any Default under this Guarantee, a separate action and/or successive actions may be brought and prosecuted against Guarantors regardless of whether action is brought against Franchisee or whether Franchisee is joined in any action or actions. Franchisor may maintain successive actions for other Defaults. Franchisor's rights under this Guarantee shall not be exhausted by Franchisor's exercise of any rights or remedies or by any action or by any number of successive actions until and unless all Obligations have fully been paid and performed. The Obligations of Guarantors shall be primary and are independent of the Obligations of Franchisee and Franchisor may directly

enforce its rights under this Guarantee without proceeding against or joining Franchisee or any other person or Entity, or applying or enforcing any security of the Franchise Agreement. Guarantors acknowledge and agree that Guarantors shall, and hereby are, bound by each and all of the confidentiality and non-competition provisions of the Franchise Agreement.

9. Neither any provision of this Guarantee nor right of Franchisor under this Guarantee can be waived, nor can Guarantors be released from Guarantors' obligations under this Guarantee except by a written agreement executed by Franchisor. If any provision or portion of any provision of this Guarantee is found by a court of competent jurisdiction to be illegal or unenforceable, all other provisions shall, nevertheless, remain enforceable and effective. This Guarantee constitutes the entire agreement of Guarantors and Franchisor with respect to the subject matter of this Guarantee and no representation, understanding, promise or condition concerning the subject matter of this Guarantee shall bind Franchisor unless expressed in this Guarantee.

10. All written notices permitted or required under this Guarantee shall be deemed given and delivered in accordance with Article 20 of the Franchise Agreement. Notices to Guarantors shall be sent to the address set forth below each Guarantor's signature below.

11. This Guarantee may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Guarantee with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Guarantee for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Guarantee. In addition, this Guarantee may be signed electronically by the Guarantors and electronic signatures appearing on this Guarantee shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Guarantee.

12. This Guarantee shall be interpreted and construed under the laws of California. In the event of any conflict of law, the law of California shall prevail, without regard to the application of California conflict of law rules. If, however, any provision of this Guarantee would not be enforceable under the laws of California, and if the Tap Trailer Business is located outside of California and such provision would be enforceable under the laws of the state in which the Tap Trailer Business is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Paragraph 12 is intended by the Parties to subject this Agreement to any franchise or similar law, rules, or regulation of the state of California to which it would not otherwise be subject. Approved Venue for purposes of any legal proceedings brought in connection with or arising out of this Guarantee shall be conclusively presumed to be in the State of California, County of Los Angeles. Guarantors hereby submit to the jurisdiction of the United States District Court for the Central District of California.

Executed by or on behalf of Guarantors on the date set forth below.

_____ Date: _____

_____ Date: _____

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT B
AREA DEVELOPMENT AGREEMENT

TAP TRAILER CO. FRANCHISING, LLC

AREA DEVELOPMENT AGREEMENT

TAP TRAILER CO. FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

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EXHIBITS

EXHIBIT A	ENTITY INFORMATION DISCLOSURE
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TAP TRAILER CO. FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT (the **"Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and between **TAP TRAILER CO. FRANCHISING, LLC**, a Wyoming limited liability company ("**Franchisor**"), on the one hand, and the individuals or Entity identified as "**Area Developer**" on **Exhibit A** ("**Area Developer**"), on the other hand, who are individually referred to in this Agreement as a "**Party**", and collectively referred to in this Agreement as "**Parties**", with reference to the following facts:

A. Franchisor and its affiliate have developed the "**Tap Trailer System**" for the establishment and operation of businesses (each, a "**Tap Trailer Business**.") that use unique pre-designed and pre-equipped mobile beverage and food service trailers ("**Tap Trailers**") to serve a variety of alcoholic beverages and snacks at celebrations, events and festivals. Each Tap Trailer Business operates under the trade names and service marks "**Tap Trailer**", "**Bubble Tap Trailer**" and other related trademarks, service marks, logos and commercial symbols, and the trade dress used to identify the Tap Trailer Businesses, including the unique and distinctive interior and exterior design of Tap Trailers, color schemes, fixtures and equipment present in Tap Trailers (collectively, the "**Tap Trailer Marks**"). Franchisor continues to develop, use and control the use of the Tap Trailer Marks in order to identify for the public the source of services and products marketed under the Tap Trailer Marks and the Tap Trailer System, and to represent the Tap Trailer System's high standards of quality, appearance and service.

B. Franchisor desires to expand the operation of Tap Trailer Businesses utilizing Tap Trailers in the Territory and Area Developer desires to operate Top Trailer Businesses in the Territory under the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

The capitalized terms in this Agreement are assigned these definitions:

"**Additional Development Rights**" means the rights that Franchisor may, but shall not be obligated to, grant Area Developer to operate additional Tap Trailer Businesses in the Territory under an Additional Development Plan acceptable to Franchisor.

"**Affiliate"** or "**Affiliates**" mean any person or Entity that controls, is controlled by, or is under common control with, a Party to this Agreement. Control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise.

"**Applicable Law**" means and includes applicable common law and all statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority with jurisdiction over the operation of Tap Trailer Businesses that are in effect on or after the Effective Date, as they may be amended from time to time.

"**Approved Suppliers**" means suppliers of Tap Trailer Branded Products, Tap Trailer Proprietary Products and Non-Proprietary Products, and ancillary services, food products, beverages, supplies, fixtures and

equipment for Tap Trailer Businesses that have been accepted and approved by Franchisor because they have demonstrated to Franchisor their ability to supply products and services for Tap Trailer Businesses meeting Franchisor's specifications as to brand names, models, contents, manner of preparation, ingredients, quality, freshness, compliance with governmental standards and regulations, reliability with respect to delivery and consistency in the quality of their products or services. Franchisor and its Affiliates may be Approved Suppliers.

"Approved Venue" means a broad variety of possible celebration, event and festival sites, for the use of Tap Trailers, including, without limitation, fairs, sporting events, conventions, rodeos, trade shows, grand openings, seminars, a location within a captive market site, another primary business or in conjunction with other businesses or at institutional settings including office buildings and business complexes, arenas, stadiums and entertainment venues, health clubs and recreational facilities, airports, train and bus stations, toll road facilities and other transportation terminals and related facilities, , educational, medical, governmental and other types of institutional facilities, shop-in retail locations or shop-in restaurant locations, grocery stores, restaurants and movie theaters, food courts operated by a master concessionaire and any site for which the lessor, owner or operator limits the operation of its food service facilities to a master concessionaire or contract food service provider.

"**Authorized Tap Trailer Products**" means all Tap Trailer Branded Products, Tap Trailer Proprietary Products and Non-Proprietary Products offered for sale or used at Tap Trailer Businesses, as specified by Franchisor from time to time.

"**Business Judgment**" means that Franchisor is allowed to exercise its judgment however Franchisor believes is appropriate in a given circumstance without limitation, subject to the use of that discretion in any reasonable way as more fully described in Section 18.17.

"**Competitive Business**" means any business which offers and serves alcoholic beverages and snacks from mobile trailers at celebrations, events and/or festivals and any business which looks like, copies, imitates, or operates with similar trade dress to a Tap Trailer.

"**Constituents**" means past, present and future Affiliates, parents, subsidiaries, divisions, partners, members, trustees, receivers, executors, representatives, administrators, owners, shareholders, distributors, parents, predecessors, officers, directors, agents, managers, principals, employees, insurers, successors, assigns, representatives and attorneys and the past, present and future officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of the foregoing.

"**Default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Development Fee**" means the $10,000 development fee payable to Franchisor by Area Developer on the Effective Date multiplied by the number of Tap Trailer Businesses to be operated by Area Developer under this Agreement in the amount set forth on **Exhibit B**.

"**Development Fee Credit**" means $10,000 of the Development Fee that will be credited against the Initial Franchise Fee for each Tap Trailer upon the Parties' execution of a Franchise Agreement for each Tap Trailer as set forth on **Exhibit B**.

"**Development Period**" means each of the time periods indicated on **Exhibit B** during which Area Developer shall have the right and obligation to construct, equip, open and thereafter continue to operate Tap Trailer Businesses in accordance with the Development Obligation.

"**Electronic Signature"** means any electronic symbol and/or process attached to or logically associated with a document and executed by a Party with the intent to sign such document, including facsimile, email, or other electronic signatures.

"**Entity**" means any limited liability company, partnership, trust, association, corporation or other entity, which is not an individual. If Area Developer is an Entity, the Entity shall conduct no business other than the operation of Tap Trailer Businesses in the Territory, in accordance with the Development Obligation.

"**Equity**" means capital stock, membership interests, partnership rights or other equity ownership interests of an Entity.

"**Expiration Date**" means the fifth anniversary of the Effective Date.

"**Force Majeure**" means any event (i) that was reasonably unforeseeable as of the Effective Date, (ii) that is beyond the reasonable control, directly or indirectly, of a Party, (iii) that could not reasonably have been prevented or avoided by that Party with the exercise of reasonable efforts and due diligence, (iv) that does not result from the fault or negligence of that Party or its agents, employees or contractors, and (v) that causes the Party to be delayed, in whole or in part, or unable to partially or wholly perform its obligations under this Agreement. Subject to the satisfaction of the foregoing criteria, Force Majeure shall include: (a) acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe), (b) strikes, lockouts or other industrial disturbances, (c) war, terrorist acts, riot, or other civil disturbance, (d) unilateral governmental action impacting restaurants generally, and (e) contagious diseases, epidemics, pandemics, transportation shortages, inadequate supply of labor, material or energy.

"**Franchise Agreement**" means the form of agreement prescribed by Franchisor and used to grant to Area Developer the right to operate a single Top Trailer Business in the Territory, including all exhibits, riders, guarantees or other related instruments, all as amended from time to time.

"General Release" means the form of general release prescribed by Franchisor of any and all known and unknown obligations, liabilities, demands, costs, expenses, damages, claims, actions and causes of action, of whatever nature, character or description, against Franchisor and its Constituents. A General Release will cover future consequences of acts, omissions events and circumstances predating the date of the General Release, but will not release, in advance, future acts, omissions or events which have not occurred at the time the General Release is executed.

"**Good Standing**" means Area Developer is in substantial compliance with the material requirements of this Agreement, the Franchise Agreements, the Manuals and all other agreements then in effect between Franchisor or its Affiliates, and Area Developer, and has substantially cured each curable Default for which Franchisor has issued a notice of Default to Area Developer within the time periods set forth in Section 11.3.

"**Governmental Authority**" means all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Gross Sales**" means the total of all revenues derived from sales of any nature or kind whatsoever from the Tap Trailer Businesses during the Term, whether evidenced by cash, services, property, barter, or other means of exchange, including all proceeds from the sale of coupons, gift certificates or vouchers. "**Gross Sales**" shall exclude the amount of bona fide refunds paid to customers and the amount of any sales or use taxes actually paid to any Governmental Authority and the retail price of any coupons, gift certificates and vouchers when they are redeemed.

"**Initial Franchise Fee**" means the initial fee that Area Developer must pay Franchisor for each Tap Trailer Business to be operated by Area Developer in the Territory in the amounts set forth on **Exhibit B**.

"**Initial Term**" means the five (5) year period commencing on the Effective Date and ending on the Expiration Date.

"**Manuals**" means Franchisor's operations and training manuals, and any other written directive related to the Tap Trailer System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Franchisor as in effect and amended from time to time.

"**Minimum Development Obligation**" shall mean the Area Developer's right and obligation to Open and thereafter operate the cumulative number of Tap Trailer Businesses within the Territory set forth in **Exhibit B** within each Development Period.

"**Non-Proprietary Products**" means the food products, condiments, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, menus, packaging, forms, POS Systems, computer hardware, software, modems and peripheral equipment and other products, supplies, services and equipment, other than Tap Trailer Branded Products and Tap Trailer Proprietary Products, that may or must be used, offered and sold at the Tap Trailer Business.

"**Open**" and "**Opened**" mean that Area Developer has actually begun to sell alcoholic beverages and food products to the public from a Tap Trailer operated by a Tap Trailer Business.

"**Opening Date**" means the day that (i) Area Developer receives written authorization from Franchisor and all applicable Governmental Authorities to commence business operations, and (ii) Area Developer actually begins to offer Authorized Tap Trailer Products for sale to the public from Tap Trailers, whichever occurs last.

"**Owner**" means each of the individuals listed on **Exhibit A** and each future direct or indirect shareholder, member, general or limited partner, trustee, or other Equity owner Area Developer. Each Owner and each Owner's spouse shall jointly and severally guarantee Area Developer's payment and performance of its obligations under this Agreement under a Guarantee in the form of **Exhibit C**.

"**Principal Owner**" means the individual designated by Area Developer on **Exhibit A**, and accepted by Franchisor, to serve as the authorized representative of Area Developer, who shall act as Area Developer's representative in all matters with Franchisor, as Area Developer's liaison with Franchisor, the Franchisor Owners and the Owners, who shall have the authority to act on behalf of Area Developer during the Term without the participation of any other Owner, and who shall own at least fifty percent (50%) of the Equity of Area Developer.

"**Renewal Fee**" means the fee that Area Developer must pay Franchisor to extend the Initial Term of this Agreement for the Renewal Term.

"**Renewal Rights**" means the rights held by Area Developer to renew this Agreement for the Renewal Term upon the expiration of the Initial Term.

"**Renewal Term**" means the five (5) year period beginning on the Expiration Date and ending on the Renewal Term Expiration Date.

"**Tap Trailer Branded Products**" means any product now existing or developed in the future that bears any of the Tap Trailer Marks, including products that are prepared, sold and/or manufactured in strict accordance with Franchisor's recipes, methods, standards and specifications, as well as novelty items such as cups, coolers, hats, t-shirts and the like.

"**Tap Trailer Proprietary Products**" means only those food products, beverages, packaging and other products which are produced or manufactured strictly in accordance with Trade Secrets or that Franchisor otherwise designates as proprietary.

"**Tap Trailer System**" means Franchisor's operating methods and business practices related to Tap Trailer Businesses, and the relationship between Franchisor and its franchisees, including interior and exterior Tap Trailer design; other items of trade dress; specifications of equipment, fixtures, and uniforms; defined product offerings; preparation methods; Franchisor specified pricing and promotions; standard operating and administrative procedures; restrictions on ownership; management and technical training programs; and marketing and public relations programs; all as Franchisor may modify the same from time to time.

"**Territory**" means the exclusive area granted to Area Developer in which Franchisor shall not own or operate, or issue a franchise to any third party to own or operate Tap Trailer Businesses.

"**Then-Current**" means the form of agreement then-currently provided by Franchisor to similarly situated prospective Tap Trailer area developers and Tap Trailer Franchisees, which may contain terms and conditions that are materially different from this Agreement, or if not then being so provided, then a form of agreement selected by Franchisor in its discretion which previously has been delivered to and executed by a Tap Trailer area developer or a Tap Trailer franchisee, or, as the context of this Agreement indicates, the fees then-currently charged by Franchisor or its Affiliates, or Franchisor's specifications, standards or the like.

"**Trade Secrets**" means proprietary and Confidential Information, including, ingredients, specifications, procedures, policies, concepts, systems, know-how, plans, software, strategies and methods and techniques of operating Tap Trailer Businesses, excluding information that is or becomes a part of the public domain through publication or communication by third parties not bound by any confidentiality obligation or that can be shown that was already lawfully in a third party's possession before receipt from Franchisor.

2. EXCLUSIVE LICENSE

2.1 **Grant and Minimum Development Obligation**. Franchisor hereby grants Area Developer, and Area Developer hereby accepts the right and obligation to use the Tap Trailer Marks and the Tap Trailer System to operate the Minimum Development Obligation of Tap Trailer Businesses set forth in **Exhibit B** with Tap Trailers to be located at Approved Venues in the Territory during the individual Development Periods listed on **Exhibit B** under the Development Schedule set forth on **Exhibit B** in accordance with the terms and

conditions in this Agreement. Except as provided in Section 2.6, Area Developer shall not own or operate more Tap Trailer Businesses in the Territory than the Minimum Development Obligation during the Initial Term. Area Developer shall not subcontract, sublicense, share, divide or partition this Agreement and nothing in this Agreement will be construed as granting Area Developer the right to do so.

2.2 **Exclusive License**. Except as otherwise provided in Section 2.4, the rights granted to Area Developer under this Agreement are exclusive during the Initial Term so long as Area Developer is in Good Standing, and neither Franchisor, nor any of its Affiliates shall themselves operate or grant third parties the right to operate, Tap Trailer Businesses in the Territory during the Initial Term.

2.3 **Adherence to Development Schedule**. Area Developer shall satisfy the Minimum Development Obligation by Opening the number of Tap Trailer Businesses in the Territory within each Development Period as required by the Development Schedule and by continuing to operate the cumulative number of Tap Trailer Businesses required by the Minimum Development Obligation. Failure to comply with a scheduled Opening Date set forth in the Development Schedule shall constitute a Default under this Agreement and shall entitle Franchisor to terminate this Agreement, unless the Default results from an event of Force Majeure, in which case, the Opening Date may be extended by Franchisor as provided in Section 2.7.

2.4 **Rights Reserved by Franchisor**. Except as provided in Section 2.2, Franchisor expressly reserves all other rights, including the exclusive, unrestricted right, in its discretion, directly and indirectly, through its employees, Affiliates, representatives, licensees, assigns, agents and others, to (i) operate, and to grant franchises to third parties to operate, Tap Trailer Businesses outside the Territory, regardless of their proximity to the Territory; (ii) operate, and to grant franchises to third parties to operate any other business, other than a Competitive Business, under marks and systems different from the Tap Trailer Marks and Tap Trailer System within and outside the Territory; (iii) market on the Internet and use the Tap Trailer Marks on the Internet, including all use of web sites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, co-branding and other arrangements, and in all other forms of electronic media; (iv) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Tap Trailer Businesses or franchise, license or create similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; (v) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any business providing products and services similar to those provided at Tap Trailer Businesses, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses; and (vi) engage in all other activities that this Agreement does not expressly prohibit.

2.5 **Closures and Assignments**. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets, and the goodwill associated with the same, if, during the Term, Area Developer ceases to operate any Tap Trailer Business operated under this Agreement for any reason, Area Developer must Open and operate a replacement Tap Trailer Business to fulfill Area Developer's obligation for the required number of Tap Trailer Businesses at the expiration of each Development Period. The replacement Tap Trailer Businesses must be Opened within twelve (12) months after the closing of the Tap Trailer Business that will be replaced. Tap Trailer Businesses that are Open and operating that are assigned to Affiliates of Area Developer with Franchisor's consent, shall count in determining whether Area Developer has satisfied the Minimum Development Obligation for so long as the applicable Affiliate continues to comply with the terms of this Agreement.

2.6 **Additional Development Rights.** If Area Developer satisfies the Minimum Development Obligation before the Expiration Date and desires to operate additional Tap Trailer Businesses in the Territory, Area Developer shall notify Franchisor in writing (the "**Additional Development Notice**") that Area Developer desires to do so and provide Franchisor with a proposal for the operation of additional Tap Trailer Businesses in the Territory (the "**Additional Development Obligation**"), setting forth the number of additional Tap Trailer Businesses proposed to be operated by Area Developer and the development fees payable to Franchisor for each Top Trailer Business proposed to be operated and the proposed Opening Dates for each Top Trailer Business during the remainder of the Initial Term. Franchisor may, but shall have no obligation to, grant Area Developer the Additional Development Rights described in this Section 2.6 in its Business Judgment.

2.6.1 If Franchisor elects to grant the Additional Development Rights to Area Developer and if the Additional Development Obligation proposed by Area Developer is unacceptable to Franchisor in any respect, Franchisor and Area Developer shall negotiate during the following thirty (30) day period to agree upon an acceptable Additional Development Obligation. If the Additional Development Obligation proposed by Area Developer is acceptable to Franchisor, or if Franchisor and Area Developer reach agreement on an alternative Additional Development Obligation within the thirty (30) day period after the date of the Additional Development Notice, Franchisor shall deliver to Area Developer its Then-Current form of Area Development Agreement (the "**Additional Area Development Agreement**") setting forth the agreed upon Additional Development Obligation. Within thirty (30) days after Area Developer's receipt of the Additional Area Development Agreement, Area Developer shall execute the Additional Area Development Agreement, and return it to Franchisor. If Area Developer has so executed and returned the Additional Area Development Agreement, and has satisfied the conditions precedent set forth in Section 2.6.2, Franchisor shall execute the Additional Area Development Agreement, and return a fully executed copy to Area Developer.

2.6.2 Franchisor shall execute the Additional Area Development Agreement, if, and only if, (i) Franchisor elects to grant the Additional Development Rights to Area Developer, (ii) Area Developer has fully performed all of its obligations under this Agreement and all other agreements between Franchisor and Area Developer and is in Good Standing on the date of the Additional Development Notice and on the date of Franchisor's execution of the Additional Area Development Agreement, (iii) Area Developer has demonstrated Area Developer's Then-Current financial ability to timely implement and complete the Additional Development Obligation, (iv) Area Developer continues to operate no less than the aggregate number of Tap Trailer Businesses in the Territory as required by the Minimum Development Obligation, (v) Area Developer has executed the Additional Area Development Agreement and delivered it to Franchisor together with the initial franchise fees and development fees payable to Franchisor for the Additional Development Rights, and (vi) Area Developer executes and delivers to Franchisor a General Release in a form acceptable to Franchisor.

2.7 **Force Majeure**. Neither Party will be in default in the performance of its obligations under this Agreement if such performance is prevented or delayed due to Force Majeure. If Area Developer is unable to meet the Minimum Development Obligation for any Development Period solely as the result of Force Majeure or any legal disability of Franchisor to deliver a Disclosure Document, which results in the inability of Area Developer to construct and Open the Tap Trailer Businesses as required by this Agreement, Area Developer shall provide Franchisor, within ten (10) days after the occurrence of an event that Area Developer believes is an event of Force Majeure, with notice of the specific nature and extent of the Force Majeure and an explanation as to how the event has delayed Area Developer's performance under this Agreement. The determination of whether an event of Force Majeure has occurred shall be made by Franchisor upon Franchisor's assessment of the event causing the delay. Area Developer shall provide Franchisor with continuing updates and all

information requested by Franchisor regarding Area Developer's progress and diligence in responding to and overcoming the event of Force Majeure.

2.8 **No Rights to Use the Tap Trailer Marks or Tap Trailer System**. This Agreement is not a Tap Trailer Franchise Agreement, and does not grant Area Developer any right to use the Tap Trailer Marks or the Tap Trailer System or to sell or distribute any Tap Trailer Authorized Products. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, Area Developer's rights to use the Tap Trailer Marks and the Tap Trailer System will be granted to Area Developer solely under the terms of a Tap Trailer Franchise Agreement.

3. INITIAL TERM AND RENEWAL TERM

3.1 **Initial Term**. The Initial Term shall commence on the Effective Date and shall expire on the Expiration Date.

3.2 **Renewal Rights**. If Area Developer desires to engage in the continued operation of Tap Trailer Businesses in the Territory following the Expiration Date, Area Developer shall, no later than one hundred eight (180) days prior to the Expiration Date, notify Franchisor in writing (the "**Renewal Notice**") that Area Developer desires to extend the Initial Term and provide Franchisor with a plan for the operation of additional Tap Trailer Businesses in the Territory (the "**Renewal Development Obligation**"), setting forth the number of additional Tap Trailer Businesses proposed to be operated by Area Developer during the Renewal Term, the proposed fees payable to Franchisor for each Top Trailer Business proposed to be operated during the Renewal Term and the proposed Opening Dates for each Top Trailer Business during the Renewal Term. The Renewal Rights may be renewed by Area Developer only if all conditions precedent set forth in this Article 3 are satisfied prior to the Expiration Date. If Area Developer does not elect to renew the Initial Term in accordance with this Section 3.2, this Agreement shall terminate on the Expiration Date. If Area Developer exercises its rights to renew this Agreement, this Agreement shall terminate on the Renewal Term Expiration Date. Except as provided in this Section 3.2, this Agreement is not otherwise renewable.

3.3 **Renewal Development Obligation**. If the Renewal Development Obligation proposed by the Renewal Development Notice is unacceptable to Franchisor in any respect, Franchisor and Area Developer shall negotiate during the following sixty (60) day period to agree upon an acceptable Renewal Development Obligation. If the Renewal Development Obligation proposed by Area Developer is acceptable to Franchisor, or if Franchisor and Area Developer reach agreement on an alternative Renewal Development Obligation within the sixty (60) day period after the date of the Renewal Notice, Franchisor shall deliver to Area Developer its Then-Current form of Area Development Agreement (the "**Renewal Area Development Agreement**") extending the Initial Term for the Renewal Term and setting forth the agreed upon Renewal Development Obligation. Within thirty (30) days after Area Developer's receipt of the Renewal Area Development Agreement, Area Developer shall execute the Renewal Area Development Agreement and return it to Franchisor. If Area Developer has so executed and returned the Renewal Area Development Agreement and has satisfied the conditions precedent set forth in this Article 3, Franchisor shall execute the Renewal Area Development Agreement and return a fully executed copy to Area Developer.

3.4 **Conditions to Renewal**. Franchisor shall execute the Renewal Area Development Agreement if, and only if (i) Area Developer has fully performed all of its obligations under this Agreement and all other agreements between Franchisor and Area Developer and is in Good Standing on the date of the Renewal Notice, on the date of Franchisor's execution of the Renewal Area Development Agreement and on the Expiration Date, and (ii) Area Developer has demonstrated Area Developer's Then-Current financial ability

to implement and complete the Renewal Development Obligation, (iii) Area Developer has Opened and continues to operate no less than the aggregate number of Tap Trailer Businesses required by the Minimum Development Obligation in compliance with the Development Schedule, (iv) Area Developer has executed the Renewal Area Development Agreement and delivered it to Franchisor, (v) Area Developer executes and delivers to a General Release to Franchisor in a form acceptable to Franchisor, and (vi) Area Developer has paid Franchisor a Renewal Fee when Area Developer issues the Renewal Notice to Franchisor.

3.5 **Effect of Expiration.** If the conditions set forth in this Article 3 are not satisfied before the Expiration Date, (i) Area Developer shall have no further right to operate additional Tap Trailer Businesses in the Territory and no further rights or obligations under this Agreement, (ii) Area Developer shall have the right to continue to operate all Tap Trailer Businesses operated by Area Developer prior to the Expiration Date under Franchise Agreements with Franchisor that remain in full force and effect on the Expiration Date, and (iii) Franchisor, may, but shall not be required to, operate, and grant franchises to third parties to operate Tap Trailer Businesses at any location within or outside of the Territory, without restriction.

3.6 **Term and Expiration Date**. If the Parties execute a Renewal Area Development Agreement, (i) "**Term**" shall mean both the Initial Term and the Renewal Term, and (ii) "**Expiration Date**" shall mean both the Expiration Date of the Initial Term and the expiration date of the Renewal Term.

4. PAYMENTS BY AREA DEVELOPER

4.1 **Development Fee.** On the Effective Date, Area Developer shall pay the Development Fee to Franchisor for the rights granted to Area Developer under this Agreement by a wire transfer of immediately available funds to a bank account designated by Franchisor. The Development Fee is fully earned by Franchisor when paid and is nonrefundable, in whole or in part, under any circumstances.

4.2 **Initial Franchise Fees.** Area Developer shall pay Franchisor an Initial Franchise Fee for each Tap Trailer Business to be operated under this Agreement. Area Developer shall the sign the Franchise Agreement for the first Tap Trailer Business and pay an Initial Franchise Fee when Area Developer signs this Agreement. Area Developer shall pay Franchisor the Initial Franchise Fee for the first Tap Trailer Business to be operated under this Agreement in full on the Effective Date by a wire transfer of immediately available funds to a bank account designated by Franchisor. The Initial Franchise Fee for each additional Tap Trailer Business shall be payable upon execution by Area Developer of each Franchise Agreement entered into for a Tap Trailer Business under this Agreement, less the Development Fee Credit for each Tap Trailer Business, not to exceed a credit of the amount set forth on **Exhibit B** for any one Tap Trailer Business. The Initial Franchise Fee for each Tap Trailer Business is fully earned by Franchisor when paid and is non-refundable, in whole or in part, under any circumstances.

5. INITIAL SERVICES AND ONGOING OBLIGATIONS OF FRANCHISOR

5.1 **Limited Obligations**. Area Developer acknowledges and agrees that Franchisor's obligations under this Agreement are limited to identifying the Territory and causing its affiliate to sell Tap Trailers to Area Developer and that Franchisor has no ongoing obligations for training or operational support for Area Developer under this Agreement. All initial and continuing obligations of Franchisor to Area Developer shall be provided by Franchisor under Franchisor's Then-Current Franchise Agreement for each Tap Trailer Business to be operated in the Territory by Area Developer.

5.2 **Conditions to Ongoing Franchisor's Obligations**. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, Area Developer acknowledges and agrees that, as a condition precedent to Area Developer's right to operate each Tap Trailer Business, all of the following conditions precedent must be satisfied and Franchisor shall execute a Then-Current Franchise Agreement for each Tap Trailer Business if, and only if (i) Area Developer has fully performed all of its obligations under this Agreement and all other agreements between Franchisor and Area Developer and is in Good Standing on the date of Franchisor's execution of a Franchise Agreement; (ii) Area Developer demonstrates Area Developer's Then-Current financial ability to implement and complete the Opening of the Tap Trailer Businesses; (iii) Area Developer has Opened and continues to operate no less than the aggregate number of Tap Trailer Businesses required by the Minimum Development Obligation in compliance with the Development Schedule; (iv) Area Developer has executed a Then-Current Franchise Agreement and delivered it to Franchisor; (v) Area Developer executes and delivers a General Release to Franchisor in a form acceptable to Franchisor; and (vi) Area Developer has paid Franchisor the Initial Franchise Fee when Area Developer executed the Franchise Agreement and returned it to Franchisor.

6. OBLIGATIONS OF AREA DEVELOPER

To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets, and the goodwill associated with the same, Area Developer shall operate the Tap Trailer Businesses in compliance with the terms of the Franchise Agreements and the Manuals. Area Developer acknowledges and agrees that Area Developer alone shall exercise day-to-day control over all operations, activities and elements of the Tap Trailer Business, including over Area Developer's employees, and that under no circumstance shall Franchisor do so or be deemed to do so. Area Developer further acknowledges and agrees that the various requirements, restrictions, prohibitions, specifications and procedures of the Tap Trailer System that Area Developer must comply with under the Franchise Agreements, the Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Tap Trailer Business, which Area Developer alone controls, but only constitute standards to which Area Developer must adhere when exercising Area Developer's control over the day-to-day operations of the Tap Trailer Business consistent with the policies of Franchisor. Area Developer shall comply with each Franchise Agreement and shall operate the Tap Trailer Business in conformity with the methods, standards, and specifications that Franchisor may from time to time prescribe in the Manuals or otherwise. Since every detail of the Tap Trailer System is essential in order to maintain quality operating standards, to increase the demand for Tap Trailer events under the Tap Trailer System and to protect the Tap Trailer Marks and reputation and goodwill, Franchisor shall have the right to disapprove, as it believes necessary, any modification of, or addition to, the Tap Trailer System suggested by Area Developer that is reasonably likely to have an adverse material effect on the Tap Trailer System, the Tap Trailer Marks or Franchisor's reputation or goodwill.

7. TAP TRAILER MARKS

Franchisor and its Affiliates continue to develop, use and control the use of the Tap Trailer Marks in order to identify for the public the source of services and products marketed under the Tap Trailer Marks and the Tap Trailer System, and to represent the Tap Trailer System's high standards of quality, appearance and service. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same:

7.1 **Ownership and Goodwill of Tap Trailer Marks**. Area Developer acknowledges that its right to use the Tap Trailer Marks is derived solely from this Agreement and is limited to use in operating as Area Developer pursuant to and in compliance with this Agreement and as a Franchisee pursuant to the Franchise

Agreements between Area Developer and Franchisor. Any unauthorized use of the Tap Trailer Marks by Area Developer shall constitute a breach of this Agreement and an infringement of Franchisor's rights in and to the Tap Trailer Marks. Area Developer acknowledges and agrees that (i) Franchisor owns the Tap Trailer Marks and the Tap Trailer System, (ii) Area Developer owns no goodwill or rights in the Tap Trailer Marks or the Tap Trailer System except for the license granted by this Agreement, (iii) the Tap Trailer Marks used to identify the Tap Trailer System may be modified by Franchisor, at any time and from time to time during the Term, and (iv) Area Developer's use of the Tap Trailer Marks and any goodwill established by that use shall inure to the exclusive benefit of Franchisor. Area Developer agrees not to contest, or assist any other person to contest, the validity of Franchisor's rights and interest in the Tap Trailer Marks or the Tap Trailer System either during the Term or after this Agreement terminates or expires.

7.2 **Limitations on Use**. Area Developer shall not use any Tap Trailer Mark (i) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos licensed to Area Developer under this Agreement), (ii) in connection with unauthorized services or products, (iii) as part of any domain name or electronic address maintained on the, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system, or (iv) in any other manner not expressly authorized in writing by Franchisor. Area Developer shall give all notices of trademark and service mark registration as Franchisor specifies and shall use and obtain all fictitious or assumed name registrations required by Franchisor or under applicable, law. Area Developer further agrees that no service mark other than "**The Tap Trailer**" or other Tap Trailer Marks specified by Franchisor shall be used in marketing, promoting, or operating the Tap Trailer Business.

7.3 **Modifications**. Franchisor reserves the right to (i) modify or discontinue licensing any of the Tap Trailer Marks, (ii) add new names, marks, designs, logos or commercial symbols to the Tap Trailer Marks and require that Area Developer use them, and (iii) require that Area Developer introduce or observe new practices as part of the Tap Trailer System in operating the Tap Trailer Business. Area Developer acknowledges and agrees that the term Tap Trailer Marks means the specific names, marks, designs, logos or commercial symbols licensed by Franchisor at any given point in time, subject to Franchisor's right to impose changes. Area Developer shall comply, at Area Developer's sole expense, with Franchisor's directions regarding changes in the Tap Trailer Marks and Tap Trailer System within a reasonable time after written notice from Franchisor. Franchisor shall have no liability to Area Developer for any cost, expense, loss or damage that Area Developer incurs in complying with Franchisor's directions and conforming to required changes.

7.4 **Defense of Tap Trailer Marks and Tap Trailer System**. Franchisor shall have the sole right to handle disputes with Area Developers and third parties concerning Franchisor's or Franchisor's Affiliates' ownership of, rights in, or Area Developer's use of, the Tap Trailer Marks or the Tap Trailer System. Area Developer shall immediately notify Franchisor in writing if Area Developer receives notice, or is informed, of any: (i) improper use of any of the Tap Trailer Marks or elements of the Tap Trailer System, including misuse by Area Developers, (ii) use by any third party of any mark, design, logo or commercial symbol which, in Area Developer's judgment, may be confusingly similar to any of the Tap Trailer Marks, (iii) use by any third party of any business practice which, in Area Developer's judgment, unfairly simulates the Tap Trailer System in a manner likely to confuse or deceive the public, or (iv) claim, challenge, suit or demand asserted against Area Developer based upon Area Developer's use of the Tap Trailer Marks or the Tap Trailer System. Franchisor shall have sole discretion to take all action as it deems appropriate, including, without limitation, to take no action, and the sole right to control any legal proceeding or negotiation arising out of any infringement, challenge or claim or otherwise relating to the Tap Trailer Marks or the Tap Trailer System. Area Developer shall not settle or compromise any claim, suit or demand asserted against it and agrees to be bound by Franchisor's decisions in handling disputes regarding the Tap Trailer Marks and the Tap Trailer System. Area Developer shall cooperate fully with Franchisor and execute all documents and perform all actions as may, in

Franchisor's judgment, be necessary, appropriate or advisable in the defense of all claims, suits or demands and to protect and maintain Franchisor's rights in the Tap Trailer Marks and the Tap Trailer System. Unless it is established that a third party claim asserted against Area Developer is based directly upon Area Developer's misuse of the Tap Trailer Marks or the Tap Trailer System, Franchisor agrees to defend Area Developer against the third party claim and indemnify Area Developer for any losses resulting therefore, provided Area Developer has notified Franchisor as soon as practical after learning of the claim and fully cooperates in the defense of the action. Because Franchisor will defend the third party claim, Area Developer is not entitled to be reimbursed for legal or other professional fees or costs paid to independent legal counsel or others in connection with the matter. Area Developer has no right, independent of Franchisor, to make any demand against any such user or challenger or to prosecute any claim of any kind or nature whatsoever relating to the Tap Trailer Marks.

8. CONFIDENTIAL INFORMATION

8.1 **Confidential Information**. Area Developer acknowledges and agrees that the Tap Trailer System is comprised of confidential information that has been developed by Franchisor and its affiliates by the investment of time, skill, effort and money and is widely recognized by the public, is of substantial value, and is proprietary, confidential and constitutes Trade Secrets of Franchisor and its affiliates, and includes, without limitation, tangible and intangible information (whether or not in electronic form) relating to Franchisor's business operations, products and services, recipes, sources of materials and equipment, client management and other software, data, other content, formulations, patterns, compilations, programs, devices and processes, business relationships, contact information for industry professionals, designs, developmental or experimental work and services, improvements, discoveries, plans for research, potential new or supplemental products and services, websites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators, current customer and prospective customer names and addresses, information regarding credit extensions to customers, customer service purchasing histories, prices charged to customers, customer lists and customer data, information regarding the skills and compensation of employees of Franchisor and contractors of Franchisor, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, Trade Secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationships between Franchisor and other companies, persons or entities, knowledge or know-how concerning the methods of operation of the Tap Trailer Business which may be communicated to Area Developer, or of which Area Developer may be apprised under the terms of this Agreement, and any other information or material considered proprietary by Franchisor whether or not designated as confidential information by Franchisor, that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or its affiliates and which is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain its secrecy, and any other information in oral, written, graphic or electronic form which, given the circumstances surrounding its disclosure, would be considered confidential (collectively, the "**Confidential Information**"). Confidential Information does not include any information that was in the lawful and unrestricted possession of Area Developer prior to its disclosure by Franchisor; is or becomes generally available to the public by acts other than those of Area Developer after receiving it; has been received lawfully and in good faith by Area Developer from a third party who did not derive it from Franchisor or Area Developer; or is shown by acceptable evidence to have been independently developed by Area Developer.

8.2 **Value**. Area Developer acknowledges and agrees the Confidential Information is not generally known by the public or parties other than Franchisor, its affiliates, its franchisees and Area Developer; derives

independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor, its franchisees or Area Developer; and is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain the secrecy of the Confidential Information, including, without limitation (i) not revealing the Confidential Information to unauthorized parties; (ii) requiring its franchisees to acknowledge and agree in writing that the Confidential Information is confidential; (iii) requiring its franchisees to agree in writing to maintain the confidentiality of the Confidential Information; (iv) monitoring electronic access to the Confidential Information by the use of passwords and other restrictions so that electronic access to the Confidential Information is limited to authorized parties; and (v) requiring its franchisees to return all Confidential Information to Franchisor upon the expiration or termination of their Franchise Agreements.

8.3 **Maintain Confidentiality**. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, Area Developer shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of anyone else, any information that Franchisor considers its Trade Secrets and/or Confidential Information. Area Developer shall divulge such Confidential Information only to its supervisorial or managerial personnel who must have access to it in order to perform their employment responsibilities.

8.4 **Irreparable Injury from Disclosure of Confidential Information**. Area Developer acknowledges that failure to comply with the requirements of this Article 8 will result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Area Developer consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to the requirements of this Article 8.

8.5 **Confidentiality Covenants from Individuals Associated with Area Developer**. Area Developer shall require any supervisorial or managerial employee who may have access to any Confidential Information of Franchisor to execute covenants that they will maintain the confidentiality of the Confidential Information they receive in connection with their association with Area Developer. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them.

8.6 **No Restriction**. Nothing in this Article 8 is intended to prohibit or restrict any activity which prohibition or restriction violates Area Developer's employees' rights to engage in protected concerted activity under the National Labor Relations Act.

9. TRANSFER OF INTEREST

9.1 **Transfer by Franchisor**.

9.1.1 Franchisor shall have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal Entity without the consent or approval of Area Developer. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. Franchisor and or its Affiliates may sell their assets, the Tap Trailer Marks, or the Tap Trailer System, may sell securities in a public offering or in a private placement, may merge, acquire other corporations, or be acquired by another corporation, and may undertake a refinancing, recapitalization,

leveraged buy-out, or other economic or financial restructuring (collectively, a "**Capital Event**"), all without the consent or approval of Area Developer.

9.1.2 Upon the occurrence of a Capital Event, Franchisor shall have the right (the "**Take-Along Right**") to compel Area Developer to sell and, in such event, Area Developer shall sell the assets of any or all of the Tap Trailer Business, regardless of whether such Tap Trailer Business are under construction or are Open and operating (collectively the "**Take-Along Assets**") at the same value attributable to Tap Trailer Business owned and operated by Franchisor or its Affiliates at the closing of a Capital Event. Franchisor shall exercise this Take-Along Right to compel the sale of the Take-Along Assets by Area Developer by providing Area Developer with written notice (the "**Take-Along Notice**") setting forth the time and place of the closing of the Capital Event, which time and place shall not be less than thirty (30) days after the date of the Take-Along Notice, and the expected price and form of consideration to be paid for the Take-Along Assets at the closing.

9.2 **Assignment by Area Developer**. Area Developer acknowledges and agrees that the rights granted to Area Developer under this Agreement are personal and are granted in reliance upon, among other considerations, the individual or collective character, skill, aptitude, attitude, experience, business ability and financial condition and capacity of Area Developer and, if Area Developer is an Entity, that of the Owners. Accordingly, to protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, Area Developer shall not offer, sell, or negotiate the sale of its rights under this Agreement to any third party, either in Area Developer's own name or in the name and/or on behalf of Franchisor, except as otherwise provided in this Agreement. Area Developer acknowledges and agrees that Area Developer has no right, by operation of law or otherwise, to sell, assign, transfer, pledge, donate, encumber or otherwise deal with, directly or indirectly, (i) any interest in this Agreement, or (ii) the right to use the Tap Trailer System or the Tap Trailer Marks granted pursuant to this Agreement (an "**Assignment**") without Franchisor's prior written consent. Franchisor shall not unreasonably withhold its consent to an Assignment if, in Franchisor's judgment, Area Developer satisfies the conditions to the Assignment identified in this Agreement.

9.2.1 Unless the Parties otherwise agree in writing, Area Developer shall not make any Assignment of this Agreement except in conjunction with a concurrent Assignment to the same approved assignee of all Tap Trailer Businesses then owned and operated by Area Developer in the Territory. As a condition to Franchisor's consent to such an Assignment, the assignee must execute Franchisor's Then-Current form of Franchise Agreement for each Tap Trailer Business sold to the assignee. Further, without Franchisor's prior written consent, which may be withheld by Franchisor in its discretion (i) Area Developer shall not offer for sale or transfer at public or private auction any of the rights of Area Developer under this Agreement, and (ii) Area Developer shall not, directly or indirectly, pledge, encumber, hypothecate or otherwise grant any third party a security interest in this Agreement in any manner whatsoever. To the extent that the foregoing prohibition may be ineffective under Applicable Law, Area Developer shall provide not less than ten (10) days' prior written notice (which notice shall contain the name and address of the secured party and the terms of such pledge, encumbrance, hypothecation or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement.

9.2.2 For purposes of this Agreement, each of the following events is an Assignment subject to the conditions to transfer identified in this Agreement: (i) the death or incapacity of any Owner, (ii) the offer or sale of securities of Area Developer pursuant to a transaction subject to registration under applicable securities laws or by private placement pursuant to a written offering memorandum, (iii) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other encumbrance of more than twenty percent (20%) in the aggregate,

whether in one or more transactions, of the equity or voting power of Area Developer, by operation of law or otherwise or any other events or transactions which, directly or indirectly, effectively changes control of Area Developer, (iv) the issuance of any securities by Area Developer which itself or in combination with any other transactions results in the Owners, as constituted on the Execution Date, owning less than forty percent (40%) of the outstanding Equity or voting power of Area Developer, and (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of the Area Developer, however effected. Area Developer shall promptly provide Franchisor with written notice (stating such information as Franchisor may from time to time require) of each and every transfer, assignment and encumbrance by any Area Developer Owner of any direct or indirect equity or voting rights in Area Developer, notwithstanding that the same may not constitute an "**Assignment**" as defined under this Article 9.

9.2.3 Neither Franchisor's right of first refusal nor the other conditions of Assignment shall apply to a transfer by Area Developer of all of Area Developer's rights under this Agreement to a newly-formed corporation, limited liability company or other business Entity provided all of the equity or voting interests of the new business Entity are owned by the same Owners (a "**Qualified Assignment**"). Any attempted or purported Assignment which fails to comply with the requirements of this Article 9 shall be null and void and shall constitute a Default under this Agreement.

9.3. **Right of First Refusal**. Except with respect to a "**Qualified Assignment**", if Area Developer or an Owner receive a bona fide written offer ("**Third Party Offer**") from a third party (the "**Proposed Buyer**") to purchase or otherwise acquire any interest in Area Developer which will result in an Assignment within the meaning of this Agreement, Area Developer or the Proposed Buyer, shall, within five (5) days after receiving the Third Party Offer and before accepting it, apply to Franchisor in writing for Franchisor's consent to the proposed Assignment. To constitute a bona fide written offer, the Third Party Offer must also apply to all of the Tap Trailer Businesses then owned and operated by Area Developer in the Territory.

9.3.1 Area Developer, or the Proposed Buyer, shall attach to its application for consent to complete the transfer a copy of the Third Party Offer together with (i) information relating to the proposed transferee's experience and qualifications, (ii) a copy of the proposed transferee's current financial statement, and (iii) any other information material to the Third Party Offer, proposed transferee and proposed assignment or that Franchisor requests.

9.3.2 Franchisor or its nominee shall have the right, exercisable by written notice ("**Purchase Notice**") given to Area Developer or the Proposed Buyer, within thirty (30) days following receipt of the Third Party Offer, all supporting information, and the application for consent, to notify Area Developer or the Proposed Buyer that it will purchase or acquire the rights, assets, equity or interests proposed to be assigned on the same terms and conditions set forth in the Third Party Offer, except that Franchisor may (i) substitute cash for any form of payment proposed in the offer discounted to present value based upon the rate of interest stated in the Third Party Offer, and (ii) deduct from the purchase price the amount of all amounts then due and owing from Area Developer to Franchisor under this Agreement or otherwise.

9.3.3 If Franchisor or its nominee elects to purchase or acquire the rights, assets, equity or interests proposed to be assigned to the Proposed Buyer, the closing shall take no later than sixty (60) days following the date that the Purchase Notice was issued by Franchisor.

9.3.4 If Franchisor does not elect to purchase or acquire the rights, assets, equity or interests proposed to be assigned to the Proposed Buyer, the closing of the sale to the Proposed Buyer shall take no later than ninety (90) days following the date that the Third Party Offer was received by Area Developer. If there is

any material change in the terms of the Third Party Offer before the closing of the sale, Franchisor shall have a right of first refusal to accept the new terms subject to the conditions stated in this Section 9.3.

9.4 **Conditions of Assignment to Third Party**. As a condition to obtaining Franchisor's consent to an Assignment, all of the following conditions must be satisfied:

9.4.1 The Proposed Buyer must submit a completed franchise application to Franchisor and meet Franchisor's Then-Current qualifications for new Tap Trailer Area Developers, including qualifications pertaining to financial condition, credit rating, experience, moral character and reputation.

9.4.2 Area Developer must be in Good Standing on the date consent is requested and until the date of closing of the Assignment.

9.4.3 The sales price of the interest to be conveyed must not be so high, or the terms of the sale so onerous, that, in the judgment of Franchisor, the Proposed Buyer will be unlikely to meet the Proposed Buyer's financial and other obligations to Franchisor, third party suppliers and creditors following the closing. Franchisor shall have no liability to either Area Developer or the Proposed Buyer if Franchisor approves the Assignment and the Proposed Buyer thereafter experiences financial difficulties.

9.4.4 The Proposed Buyer must sign Franchisor's Then-Current form of Area Development Agreement, the terms of which may differ materially from any and all of the terms contained in this Agreement, and which shall supersede this Agreement in all respects. In exchange for signing the Then-Current Area Development Agreement, the Proposed Buyer shall receive the rights provided for in this Agreement, as modified by the terms of the Then-Current form of Area Development Agreement. If Franchisor is not offering new area development franchises, is in the process of revising, amending or renewing Franchisor's form of Area Development Agreement or Disclosure Document or is not lawfully able to offer Franchisor's Then-Current form of Area Development Agreement at the time of an Assignment, Franchisor may offer to amend this Agreement, upon terms and conditions that will be established by Franchisor and the Proposed Buyer at that time, or may offer to amend the term of this Agreement on substantially the terms and conditions set forth in this Agreement on a month-to-month basis for as long as Franchisor deems necessary or appropriate so that Franchisor may subsequently offer and utilize a Then-Current form of Area Development Agreement.

9.4.5 Area Developer will remain subject to all obligations stated in this Agreement that expressly, or by implication due to their nature, survive the transfer, termination or expiration of this Agreement, including, without limitation, the provisions prohibiting competition, non-interference and non-disclosure of Confidential Information.

9.4.6 Area Developer and the Proposed Buyer shall execute a General Release in a form acceptable to Franchisor.

9.4.7 Area Developer shall pay Franchisor the sum of $10,000 as a transfer fee to apply against Franchisor's administrative and other costs to process the Assignment.

9.4.8 Area Developer must simultaneously transfer its rights all contracts for which continuation is necessary for operation of the Tap Trailer Business to the Proposed Buyer and satisfy any separate conditions to obtain any third party consents required for the transfer of Area Developer's rights to the Proposed Buyer. The Proposed Buyer must execute all other documents and agreements required by Franchisor to consummate

the Assignment. All required third party consents to the Assignment must be obtained. If the Proposed Buyer is a corporation, limited liability company or other business Entity, each Owner and each Owner's spouse of the Proposed Buyer must execute a Guarantee in a form acceptable to Franchisor.

9.4.9 Area Developer's right to receive the sales proceeds from the Proposed Buyer in consideration of the Assignment shall be subordinate to the obligations of the Proposed Buyer owed to Franchisor and its Affiliates under, or pursuant to, this Agreement or any other agreement. All contracts by and between Area Developer and the Proposed Buyer shall expressly include a subordination provision permitting payment of the sales proceeds to Area Developer only after any outstanding obligations owed to Franchisor and its Affiliates are fully satisfied.

9.4.10 Except when the transferee is an existing Area Developer or franchisee of Franchisor, the Proposed Buyer, and a supervisorial or managerial employee of the Proposed Buyer who will have general management and supervisory responsibilities for the Tap Trailer Business, must complete to Franchisor's sole satisfaction Franchisor's Initial Training Program prior to the effective date of the Assignment.

9.4.11 The Proposed Buyer must conform the then-existing Tap Trailers with Franchisor's Then-Current appearance and design standards and equipment specifications applicable to new Tap Trailers.

9.5 **Death or Incapacity**. In the event of the death or incapacity of an Owner, the spouse, heirs or personal representative of the deceased or incapacitated person, or the remaining shareholders, members, partners or owners (the "**Successor**") shall have one hundred eighty (180) days from the date of death or incapacity in which to (i) purchase the interest of the deceased or incapacitated person, or (ii) complete an Assignment of the interest of the deceased or incapacitated person to a qualified, approved third party, subject to the provisions of this Article 9. If a Successor has not purchased the interest of the deceased or incapacitated person or completed an Assignment of the interest of the deceased or incapacitated person to a qualified, approved third party within one hundred eighty (180) days from the date of death or incapacity, Franchisor may terminate this Agreement.

9.6 **Restriction on Publicly Traded and Private Securities.** Securities, partnership or other ownership interests in Area Developer may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Franchisor, which consent shall not be unreasonably withheld. All materials required for any private offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No offering by Area Developer shall imply that Franchisor is participating in an underwriting, issuance or offering of securities of Area Developer or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Area Developer and Franchisor, and its Affiliates. Franchisor may, at its option, require Area Developer's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Area Developer, its Owners and other participants in the offering must fully agree in writing to defend and indemnify Franchisor, its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any documentation required by Franchisor to further evidence this indemnity. For each proposed offering, Area Developer shall pay to Franchisor a non-refundable fee of $10,000, which shall be in addition to any Transfer

Fee under any Franchise Agreement and/or Development Agreement or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including without limitation, legal and accounting fees. Area Developer 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 Article.

10. TRANSFER BY AREA DEVELOPER IN BANKRUPTCY

If, for any reason, this Agreement is not terminated pursuant to Section 11.1 and this Agreement is assumed, or Assignment of the same to any person or Entity who has made a bona fide offer to accept an Assignment of this Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of the proposed Assignment or assumption, setting forth (a) the name and address of the proposed assignee, and (b) all of the terms and conditions of the proposed Assignment and assumption, shall be given to Franchisor within twenty (20) days after receipt of the proposed assignee's offer to accept Assignment of this Agreement, and, in any event, within ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into the Assignment and assumption, and Franchisor shall thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed Assignment and assumption, to accept an Assignment of this Agreement to Franchisor itself upon the same terms and conditions and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by Area Developer out of the consideration to be paid by the assignee for the Assignment of this Agreement.

11. DEFAULT AND TERMINATION

11.1 **Termination In the Event of Area Developer's Bankruptcy or Insolvency**. Area Developer shall be deemed to be in Default under this Agreement, and all rights granted to Area Developer of this Agreement shall automatically terminate without notice to Area Developer, (i) if Area Developer or its Principal Owner becomes insolvent or makes a general assignment for the benefit of creditors, (ii) if a petition in bankruptcy is filed under the United States Bankruptcy Act by Area Developer or its Principal Owner or such a petition is filed against and not opposed by Area Developer or its Principal Owner, (iii) if Area Developer or its Principal Owner is adjudicated as bankrupt or insolvent, (iv) if a bill in equity or other proceeding for the appointment of a receiver of Area Developer or its Principal Owner or other custodian for the Tap Trailer Business is filed and consented to by Area Developer or its Principal Owner, (v) if a receiver or other custodian (permanent or temporary) of Area Developer's or its Principal Owner's assets or property, or any part thereof, is appointed by any court of competent jurisdiction, (vi) if proceedings for a composition with creditors under any Applicable Law is instituted by or against Area Developer or its Principal Owner, (vii) if a final judgment in excess of $100,000 against the Tap Trailer Business remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed), (viii) if Area Developer or its Principal Owner admits Area Developer or its Principal Owner is unable to generally pay Area Developer's or its Principal Owner's debts as they become due, (ix) if execution is levied against any Tap Trailer Business or property, (x) if suit to foreclose any lien or mortgage against any Tap Trailer Business or the equipment of any Tap Trailer Business is instituted against Area Developer or its Principal Owner and not dismissed within thirty (30) days, or (xi) if any Tap Trailer Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

11.2 **Termination With Notice and Without Opportunity to Cure**. Area Developer shall be in Default under this Agreement, and Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without affording Area Developer any opportunity to cure the Default, effective immediately upon receipt of notice by Area Developer (i) if Area Developer or an Owner is convicted of a

felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the Tap Trailer System, the Tap Trailer Marks, the goodwill associated therewith, or Franchisor's interest therein, (ii) if Area Developer fails to comply with the Development Schedule, (iii) if any of the Franchise Agreements or any other agreement between Area Developer and Franchisor or its Affiliates are terminated due to a breach or Default by Area Developer, (iv) if any purported assignment or transfer of any direct or indirect interest in this Agreement, in the Tap Trailer Business, or in all or substantially all of Area Developer's assets is made to any third party by Area Developer or an Owner without Franchisor's prior written consent, (v) if any transfer of the equity ownership interests of Area Developer or an Owner is made to any third party without Franchisor's prior written consent, (vi) if Area Developer or an Owner discloses or divulges the contents of Franchisor's Manuals, Trade Secrets or other Confidential Information provided to Area Developer by Franchisor, (vii) if an approved Assignment, as required by Section 9.5, is not effected within the time provided following death or incapacity of an Owner, (viii) if Area Developer or an Owner fails to comply with the covenants in Article 13 or fails to obtain execution of and deliver the covenants required under Section 13.6, (ix) if Area Developer or an Owner has made any material misrepresentations in connection with their application to Franchisor for the rights granted by this Agreement, (x) if Area Developer or an Owner, after curing a Default pursuant to Section 11.3, commits the same, similar, or different Default, whether or not cured after notice, (xi) if any Owner fails or refuses to deliver to Franchisor, within ten (10) days after Franchisor's written request, a Guarantee in substantially the form attached to this Agreement as **Exhibit C** and current financial statements as may from time to time be requested by Franchisor, (xii) if Area Developer, an Owner or an Affiliate fails to comply with any or all of the terms of this Agreement, the Stock Purchase Agreement or any other agreement between Franchisor, or its Affiliates, and Area Developer or an Owner beyond the applicable cure period or (xiii) upon a breach of Area Developer's obligations under this Agreement or any other agreement between Area Developer and Franchisor, which by its nature is not capable of being cured by Area Developer.

11.3 **Termination With Notice and Opportunity to Cure**. Except as provided in Sections 11.1 and 11.2, Area Developer shall have thirty (30) days after its receipt of written notice from Franchisor within which to remedy any Default under this Agreement and to provide evidence thereof to Franchisor. If any such Default is not cured within the specified time, or such longer period as Applicable Law may require, this Agreement shall terminate without further notice to Area Developer effective immediately upon expiration of the thirty (30) day period or such longer period as Applicable Law may require. Area Developer shall be in Default pursuant to this Section 11.3 for failure to substantially comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be modified or supplemented by the Manuals, or for failure to carry out the terms of this Agreement in good faith.

11.4 **Options At Termination**. Upon any Default under Sections 11.2 or 11.3, Franchisor may immediately take any one or more of the following actions, by written notice to Area Developer: (i) terminate this Agreement and all rights granted to Area Developer under this Agreement; (ii) accelerate or decelerate the Development Schedule; (iii) reduce the Minimum Development Obligation; (iv) eliminate or diminish Area Developer's rights with respect to the Territory or the size of the Territory; or (v) increase the fees to be paid by Area Developer to Franchisor.

11.5 **Cross-Default**. Any Default by Area Developer under the terms and conditions of this Agreement, any Franchise Agreement, or any other agreement between Franchisor, or its Affiliates, and Area Developer, shall be deemed to be a Default of each and every other such agreement. In the event of the termination of this Agreement for any cause, or the termination of any other agreement between Franchisor, or its Affiliates, and Area Developer, Franchisor may, at its option, terminate any or all of such other agreements.

12. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted under this Agreement to Area Developer shall forthwith terminate, and:

12.1 **No Right to Open Additional Tap Trailer Businesses**. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, upon termination or expiration of this Agreement: (i) Area Developer shall have no further right to operate any Tap Trailer Businesses; (ii) Area Developer shall have no further rights or obligations under this Agreement or the Franchise Agreements that were terminated; (iii) Area Developer shall have the right to continue to operate all Tap Trailer Businesses Opened by Area Developer prior to the termination date under Franchise Agreements with Franchisor that remain in full force and effect on the termination date; and (iv) Franchisor may thereafter operate, and grant franchises to third parties to operate Tap Trailer Businesses at any location within or outside of the Territory, without restriction.

12.2 **Payment of Monies Due**. Area Developer shall promptly pay all sums owing to Franchisor and its Affiliates. If this Agreement is terminated because of a Default by Area Developer, such sums also shall include all damages, costs, and expenses, including attorneys' fees, incurred by Franchisor as a result of the Default. Franchisor shall have the right to set off any amounts which Franchisor deems are payable to Franchisor by Area Developer.

12.3 **Return of Materials and Other Confidential Information**. Area Developer shall immediately deliver to Franchisor the Manuals and all other records, files, and any instructions containing Confidential Information which are in Area Developer's possession and all copies thereof (all of which are acknowledged to be the property of Franchisor).

13. COVENANTS

13.1 **Non-Competition During Term of Agreement**. Area Developer specifically acknowledges that, pursuant to this Agreement, Area Developer will receive valuable specialized training and Confidential Information, including, without limitation, Confidential Information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the Tap Trailer System. Area Developer and each Owner covenants that during the Term, except as otherwise approved in writing by Franchisor, Area Developer and each Owner shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, or legal Entity (i) divert or attempt to divert any present or prospective Tap Trailer customer to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Tap Trailer Marks and the Tap Trailer System, or (ii) own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any Competitive Business, provided, however, the restrictions stated in this Section 13.1 shall not apply to any Owner after two (2) years from the date the Owner ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Area Developer.

13.2 **Non-Competition After Expiration or Termination of Agreement**. Commencing upon the date of: (i) an Assignment permitted under Article 9 (ii) the Expiration Date of this Agreement, (iii) the termination of this Agreement (regardless of the cause for termination), or (iv) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 13.2, and

continuing for an uninterrupted period of two (2) years thereafter, Area Developer and each Owner shall not, own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any Competitive Business located in the Territory, except in accordance with the terms of an effective Franchise Agreement between Franchisor, as franchisor, and Area Developer, or an Affiliate or Owner of Area Developer, as franchisee, or within a twenty-five (25) mile radius of any Territory; provided, however, the restrictions stated in this Section 13.2 shall not apply to any Owner after two (2) years from the date the Owner ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Area Developer in the Territory.

13.3 **Exceptions to Non-Compete Covenants**. Sections 13.1 and 13.2 shall not apply to ownership by Area Developer or an Owner of a less than five percent (5%) beneficial interest in the outstanding equity securities of any Competitive Business registered under the Securities Act of 1833, the Securities Exchange Act of 1834.

13.4 **Reducing Scope of Covenants**. Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 13.1 and 13.2, or any portion thereof, without Area Developer's consent, effective immediately upon receipt by Area Developer of written notice thereof, and Area Developer agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable.

13.5 **Enforceability of Covenants Not Affected by Area Developer Claims**. The existence of any claims Area Developer may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article 13. Area Developer shall pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article 13.

13.6 **Covenants from Individuals**. Area Developer shall obtain and furnish to Franchisor executed covenants similar in substance to those set forth in this Article 13 (including covenants applicable upon the termination of a person's relationship with Area Developer) from all Owners. Every covenant required by this Section 13.6 shall be in a form acceptable to Franchisor, and shall include, without limitation, a designation of Franchisor as a third party beneficiary of the covenants with the independent right to enforce them.

13.7 **Breach of Covenants Causes Irreparable Injury**. Area Developer acknowledges that the violation of any covenant in this Article 13 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Area Developer consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

13.8 **Effect of Applicable Law.** In the event any portion of the covenants in this Article 13 violates laws affecting Area Developer, or is held invalid or unenforceable in a final judgment to which Franchisor and Area Developer are parties, then the maximum legally allowable restriction permitted by Applicable Law shall control and bind Area Developer. The provisions of this Article 13 shall be in addition to and not in lieu of any other confidentiality obligation of Area Developer, or any other person, whether pursuant to another agreement or pursuant to Applicable Law.

13.9 **Survival.** The provisions of this Article 13 shall survive the expiration and termination of this Agreement and shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this Agreement, or the Tap Trailer Marks,

the Tap Trailer System, the Confidential Information, the Trade Secrets, or any other proprietary aspects of Franchisor's business.

14. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

14.1 **No Fiduciary Relationship**. This Agreement does not create a fiduciary relationship between the Parties. Area Developer shall be an independent contractor, and nothing in this Agreement is intended to constitute or appoint either Party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

14.2 **Public Notice of Independent Status**. Area Developer shall conspicuously identify itself in all dealings with its customers, contractors, suppliers, public officials, and others, as an independent Area Developer of Franchisor, and shall place such notice of independent ownership on all forms. Franchisor shall have the right to specify the language of any such notice.

14.3 **Independent Contractor**. Area Developer acknowledges and agrees that it is not authorized to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligations in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, nor shall Franchisor be liable by reason of any act or omission of Area Developer in its conduct of the operation of the Tap Trailer Businesses or for any claim or judgment arising therefrom against Area Developer or Franchisor.

14.4 **Indemnification**. Area Developer and its Owners and Affiliates (collectively, the "**Indemnitors**") shall indemnify, defend and hold harmless to the fullest extent permitted by Applicable Law, Franchisor, its Affiliates and their respective directors, officers, employees, shareholders and agents (collectively, the "**Indemnitees**"), from any and all "**Losses and Expenses**" incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof (collectively, an "**Indemnifiable Claim**") which arises directly or indirectly from, as a result of, or in connection with Area Developer's operation of a Tap Trailer Business and regardless of whether the Indemnifiable Claim or the Losses and Expenses resulted from any strict or vicarious liability imposed by law on Area Developer; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Franchisor (except to the extent that joint liability is involved, in which event the indemnification provided for in this Section 14.4 shall extend to any finding of comparative negligence or contributory negligence attributable to Area Developer). For the purpose of this Section 14.4, the term "**Losses and Expenses**" shall mean and include compensatory, exemplary, or punitive damages, fines and penalties, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, compensation for damages to a Party's reputation and goodwill, and all other costs associated with any of the foregoing Losses and Expenses.

14.4.1 The Indemnitees shall give the Indemnitors prompt notice of any Indemnifiable Claim of which the Indemnitees are aware for which indemnification is required under this Section 14.4. The notice shall specify whether the Indemnifiable Claim arises as a result of an Indemnifiable Claim by a third party against the Indemnitees (a "**Third Party Claim**") or whether the Indemnifiable Claim does not result from an Indemnifiable Claim by a third party against the Indemnitees (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent that the information is available) the factual basis for the Indemnifiable Claim and the amount of the Indemnifiable Claim, if known. If, through the fault of the Indemnitees, the Indemnitors do not receive notice of any Indemnifiable Claim in time to effectively contest the determination

of any Losses and Expenses susceptible of being contested, the Indemnitors shall be entitled to set off against the amount claimed by the Indemnitees the amount of any Losses and Expenses incurred by the Indemnitors resulting from the Indemnitees' failure to give such notice on a timely basis.

14.4.2 With respect to Third Party Claims, the Indemnitors shall have the right, at their expense and at their election, to assume control of the negotiation, settlement and defense of Third Party Claims through counsel of their choice. The election of the Indemnitors to assume such control shall be made within thirty (30) days after the Indemnitors' receipt of notice of a Third Party Claim. If the Indemnitors elect to assume control, the Indemnitors shall do so at the Indemnitors' sole expense. The Indemnitees shall have the right to be informed and consulted with respect to the negotiation, settlement or defenses of the Third Party Claim and to retain counsel to act on the Indemnitees' behalf, at the Indemnitees' sole expense, unless the Indemnitors consent to the retention of the Indemnitees' counsel at the Indemnitors' expense or unless the Indemnitors and the Indemnitees are both named in any action or proceeding and the representation of both the Indemnitors and the Indemnitees by the same counsel would be appropriate because of the absence of any actual or potential differing interests between them (such as the availability of different defenses).

14.4.3 If the Indemnitors elect to assume control, but thereafter fail to defend the Third Party Claim within a reasonable time, the Indemnitees shall be entitled to assume control and the Indemnitors shall be bound by the results obtained by the Indemnitees with respect to the Third Party Claim. If any Third Party Claim is of a nature that the Indemnitees are required by Applicable Law to make a payment to any claimant with respect to the Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnitees may make such payment and the Indemnitors shall, within thirty (30) days after demand by the Indemnitees, reimburse the Indemnitees for the amount of the payment. If the Indemnitees' liability under the Third Party Claim, as finally determined, is less than the amount paid by the Indemnitors to the Indemnitees, the Indemnitees shall, within thirty (30) days after receipt of the difference from the claimant, pay the difference to the Indemnitors.

14.4.4 If the Indemnitors fail to assume control of the defense of any Third Party Claim, the Indemnitees shall have the exclusive right to consent, settle or pay the amount claimed. Whether or not the Indemnitors assume control of the negotiation, settlement or defenses of any Third Party Claim, the Indemnitors shall not settle any Third Party Claim without the written consent of the Indemnitees, which consent shall not be unreasonably withheld or delayed. The Indemnitees and the Indemnitors shall cooperate fully with each other with respect to Third Party Claims, and shall keep each other fully advised with respect to Third Party Claims (including supplying copies of all relevant documentation promptly as they becomes available).

14.4.5 With respect to Direct Claims, following receipt of notice from the Indemnitees of the Direct Claim, the Indemnitors shall have thirty (30) days to make such investigation of the Direct Claim as is considered necessary or desirable. For the purpose of the investigation, the Indemnitees shall make available to the Indemnitors the information relied upon by the Indemnitees to substantiate the Direct Claim, together with all other information that the Indemnitors may reasonably request. If the Indemnitors and the Indemnitees agree at or prior to the expiration of the thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of a Direct Claim, the Indemnitors shall immediately pay the Indemnitees the full agreed upon amount of the Direct Claim. If the Indemnitors fails to pay the same, the matter shall be resolved in the manner described in Article 15.

14.4.6 The Indemnitees shall exert commercially reasonable efforts to mitigate the Losses and Expenses upon and after becoming aware of any Indemnifiable Claim which could reasonably be expected to give rise to the payment of Losses and Expenses.

15. DISPUTE RESOLUTION

15.1 **Judicial Relief**. The Parties agree that all disputes arising out of or relating to this Agreement shall be brought in the Superior Court of California, County of Los Angeles, or the United States District Court of the Central District of California. To the fullest extent that the Parties may do so under Applicable Law, the Parties waive the defense of inconvenient forum to the maintenance of an action in these Courts and agree not to commence any action of any kind except in these Courts. California law shall govern the construction, interpretation, validity and enforcement of this Agreement, except to the extent the subject matter of the dispute arises exclusively under federal law, in which event federal law shall govern. In the event of any conflict of law, the laws of California shall prevail, without regard to the application of California conflict of law rules. Nothing in this Section 15.1 is intended by the Parties to subject this Agreement to any franchise or similar law, rules, or regulation of any state to which it would not otherwise be subject.

15.2 **Waivers**. The Parties agree, to the extent permitted by Applicable Law, that any legal action of any kind by either Party arising out of or relating to this Agreement or its breach must be commenced by no later than the last to occur of the following: (i) one hundred eighty (180) days after obtaining knowledge of the facts which constituted or gave rise to the alleged violation or liability, or (ii) one year after the act, event, occurrence or transaction which constituted or gave rise to the alleged violation or liability. Franchisor and Franchise, for themselves, and for and on behalf of the Franchisor Owners and the Owners, respectively, hereby waive to the fullest extent permitted by Applicable Law, any right to, or claim for, punitive or exemplary damages against the other and agree that, in the event of a dispute between them, Franchisor and Area Developer shall each be limited to recovering only the actual damages proven to have been sustained by that Party, except as provided in Section 15.4.

15.3 **Specific Performance**. Franchisor and Area Developer acknowledge that each Party would be irreparably damaged if the provisions of this Agreement were not capable of being specifically enforced, and for this reason, Franchisor and Area Developer agree that the provisions of this Agreement shall be specifically enforceable. Franchisor and Area Developer further agree that any act or failure to act which does not strictly comply with the provisions and conditions of this Agreement may be specifically restrained, and that the equitable relief provided for in this Agreement shall not in any way limit or deny any other remedy at law or in equity that either Franchisor or Area Developer might otherwise have.

15.4 **Attorneys' Fees**. In any legal action or proceeding brought to enforce any provision of this Agreement or arising out of, or in connection with, this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs in addition to any other relief that may be awarded by a Court.

15.5 **Exclusive Remedy**. In no event shall either Party make or have any claim for money damages based on any claim or assertion that the other Party has unreasonably withheld, conditioned or delayed any consent, approval or authorization required under this Agreement. Each Party waives any such claim for damages. Neither Party may claim any such damages by way of setoff, counterclaim or defense. Each Party's sole remedy for such a claim shall be an action or proceeding to enforce the provisions of this Agreement, for specific performance or for declaratory judgment.

16. ANTI-TERRORISM LAWS

Area Developer shall comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Executive Order 13224 issued by the President of the United States, 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 addressing or in any way relating to terrorist acts and acts of war (the "**Anti-Terrorism Laws**"). In connection with its compliance, Area Developer certifies, represents and warrants that none of Area Developer's property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Area Developer is not otherwise in violation of any of the Anti-Terrorism Laws. Any violation of the Anti-Terrorism Laws by Area Developer or Area Developer's employees or any "blocking" of Area Developer's assets under the Anti-Terrorism Laws constitute grounds for immediate termination of this Agreement and any other agreements Area Developer has entered into with Franchisor or any of its Affiliates, in accordance with the provisions of Section 11.2.

17. NOTICES

All notices or demands to be given under this Agreement shall be in writing and shall be served in person, by air courier delivery with a guaranteed tracking facility, by certified mail, by facsimile transmission or by electronic transmission (email). Service shall be deemed conclusively made (i) at the time of service, if personally served; (ii) three (3) business days after delivery by the Party giving the notice, statement or demand if by air courier with a guaranteed tracking facility; (iii) three (3) business days after placement in the United States mail by Certified Mail, Return Receipt Requested, with postage prepaid; (iv) on the day of facsimile transmission to the facsimile number given below if telephonic confirmation of receipt is obtained by the sender promptly after completion of facsimile transmission; and (v) on the day of electronic transmission to the email address given below if telephonic confirmation of receipt is obtained by the sender promptly after completion of electronic transmission. Notices and demands shall be given to the respective Parties at the following addresses, unless and until a different address has been designated by written notice to the other Party:

Notices to Franchisor:

Tap Trailer Co. Franchising, LLC
13547 Ventura Boulevard, #179
Sherman Oaks, California 91423
Attention: Jennifer Disotell

With a copy to (which shall not constitute notice):

Barry Kurtz, Esq.
Lewitt, Hackman
16633 Ventura Boulevard, 11th Floor
Encino, California 91436

Notices to Area Developer:

_____
_____
_____
_____
Attention: _____

Either Party may change its address for the purpose of receiving notices, demands and other communications provided by a written notice given in the manner aforesaid to the other Party.

18. ACKNOWLEDGMENTS

18.1 **Waiver and Delay**. No waiver by Franchisor of any Default, or series of Defaults in performance by Area Developer, and no failure, refusal or neglect of Franchisor to exercise any right, power or option given to it under this Agreement or under any agreement between Franchisor and Area Developer, whether entered into before, after or contemporaneously with the execution of this Agreement, or to insist upon strict compliance with or performance of Area Developer's obligations under this Agreement or any Franchise Agreement or other agreement between Franchisor and Area Developer, whether entered into before, after or contemporaneously with the execution of this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any continuing or subsequent Default or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

18.2 **Survival of Covenants**. The covenants contained in this Agreement which, by their nature or terms, require performance by the Parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

18.3 **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and shall be binding upon and inure to the benefit of Area Developer and his or their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained in this Agreement.

18.4 **Joint and Several Liability**. If Area Developer consists of more than one Owner, the obligations and liabilities of each person or Entity to Franchisor are joint and several.

18.5 **Entire Agreement**. This Agreement and the Exhibits contain all of the terms and conditions agreed upon by the Parties concerning the subject matter of this Agreement. No other agreements concerning the subject matter of this Agreement, written or oral, shall be deemed to exist or to bind either of the Parties and all prior agreements, understandings and representations, including, without limitation, the Letter of Intent, are merged into this Agreement and superseded by this Agreement. No officer or employee or agent of Franchisor has any authority to make any representation or promise not included in this Agreement and Area Developer agrees that it has executed this Agreement without reliance upon any representation or promise not included in this Agreement. This Agreement cannot be modified or changed except by written instrument signed by both of the Parties. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim any representation made in the franchise disclosure document.

18.6 **Titles and Recitals**. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement. The Recitals set forth in Recitals A through B of this Agreement are true and correct and are hereby incorporated by reference into the body of this Agreement.

18.7 **Gender and Construction**. The terms of all Exhibits attached to this Agreement are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full in this Agreement. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any Article or Section in this Agreement may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided in this Agreement to the contrary, any consent, approval, acceptance or authorization of Franchisor or Area Developer that may be required under this Agreement shall be in writing

and shall not be unreasonably withheld, conditioned or delayed by the Party whose consent, approval, acceptance or authorization has been requested. To protect the Tap Trailer System, the Tap Trailer Marks, the Trade Secrets and the goodwill associated with the same, on any occasion where Franchisor is required or permitted to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Franchisor's standards or satisfaction, Franchisor may do so in its sole subjective judgment and discretion. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of both Parties. Franchisor and Area Developer intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

18.8 **Severability; Modification**. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in that event, the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

18.9 **Counterparts and Electronic Transmission.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Agreement with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Agreement.

18.10 **Electronic Execution and Copies**. This Agreement and all Exhibits to this Agreement may be signed electronically by the Parties and Electronic Signatures appearing on this Agreement and the Exhibits shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement and the Exhibits. An executed copy of this Agreement (or any portion of this Agreement) may be delivered by either of the Parties by facsimile, electrical, digital, magnetic, optical, electromagnetic, or similar capability regardless of the medium of transmission (collectively, "**electronic**"), and delivery will be effective and binding upon the Parties, and will not in any way diminish or affect the legal effectiveness, validity or enforceability of this Agreement. Area Developer acknowledges and agrees that Franchisor may create an electronic record of any or all agreements, correspondence or other communications between the Parties or involving third parties and may thereafter dispose of or destroy the original of any of the agreements, correspondence or other communications. Any such electronic record will be inscribed on a tangible medium or stored in an electronic or other medium and be retrievable in perceivable form, and will be maintained in and readable by hardware and software generally available. Notwithstanding any Applicable Law to the contrary, any electronic version of this Agreement or any other agreements, correspondence or other communications between the Parties will have the same legal effect, validity and enforceability as an original of any document, even if the original of the document has been disposed of or intentionally destroyed.

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

18.12 **Acceptance of Conditions**. Area Developer has read this Agreement and understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor's standards of service and quality and the uniformity of those standards at all Tap Trailer Businesses in order to protect and preserve the Tap Trailer System and the goodwill of the Tap Trailer Marks.

18.13 **Independent Investigation**. Area Developer has conducted an independent investigation of the business contemplated by this Agreement. Area Developer recognizes that the Tap Trailer System may evolve and change over time, that an investment in this franchise involves business risks, and that the success of the investment depends upon Area Developer's business ability and efforts.

18.14 **Counsel**. The Parties acknowledge and agree that each Party has been represented by independent legal counsel their choice in connection with this Agreement or has had the opportunity to have legal counsel review this Agreement and advise the Party regarding the same, but has voluntarily chosen not to do so.

18.15 **Reliance**. Area Developer has not received or relied upon any promise or guarantee, express or implied, about the revenues, profits or success of the business venture contemplated by this Agreement.

18.16 **No Representations**. No representations have been made by Franchisor or its Affiliates or their respective officers, directors, shareholders, employees or agents that are contrary to the terms contained in this Agreement. Area Developer shall remain duly organized and in Good Standing for as long as this Agreement is in effect.

18.17 **Business Judgment.** Notwithstanding any provision in this Agreement to the contrary, Area Developer and the Owners acknowledge and agree that:

18.17.1 This Agreement (and the relationship of the Parties which arises from this Agreement) grants Franchisor the discretion to make decisions, take actions or refrain from taking actions not inconsistent with the explicit rights and obligations of Area Developer and the Owners hereunder that may affect Area Developer and the Owners' interests favorably or adversely. Franchisor shall use its Business Judgment in exercising such discretion based on its assessment of its own interests and balancing those interests against the interests, promotion, and benefit of the Tap Trailer System and other Tap Trailer area developers, Tap Trailer Businesses generally, and specifically without considering the individual interests of Area Developer or the Owners or the individual interests of any other Tap Trailer area developer. Area Developer and the Owners acknowledge and agree that Franchisor shall have no liability to Area Developer or the Owners for the exercise of its discretion in this manner; and even if Franchisor has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification, no trier of fact in any legal action shall substitute his or her judgment for Franchisor's judgment so exercised and no such action or decision shall be subject to challenge for abuse of discretion. If Franchisor takes any action or Franchisor chooses not to take any action in its discretion with regard to any matter related to this Agreement and its actions or inaction are challenged for any reason, the Parties expressly direct the trier of fact to find that Franchisor's reliance on a business reason in the exercise of its discretion is to be viewed as a reasonable and proper exercise of its discretion, without regard to whether other reasons for its decision may exist and without regard to whether the trier of fact would independently accord the same weight to the business reason.

18.17.2 In granting Franchisor's approval of Approved Venues for Tap Trailers, designating suppliers, setting standards and the like, Franchisor shall exercise its Business Judgment. However, in the exercise of its Business Judgment, Franchisor shall not be liable to Area Developer or the Owners or anyone else, if Franchisor's exercise of its Business Judgment results in a business loss or if the products or services provided fail to meet the expectations of Franchisor, Area Developer, the Owners or other parties. Franchisor disclaims all warranties and liability for the acts or omissions of any contractors, vendors, suppliers, products or employees which Area Developer uses, purchases, retains or hires pursuant to Franchisor's exercise of its Business Judgment.

18.18 **Intent to Comply**. Area Developer has read this Agreement and understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor's standards of service and quality and the uniformity of those standards at all Tap Trailer Businesses in order to protect and preserve Tap Trailer System and the goodwill of the Tap Trailer Marks. Area Developer, and its Owners, jointly and severally acknowledge and agree that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution of this Agreement, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply with the terms of this Agreement and be bound by the terms of this Agreement. Franchisor expressly disclaims making, and Area Developer acknowledges and agrees that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this Agreement.

18.19 **Atypical Arrangements**. Area Developer acknowledges and agrees that Franchisor may modify the offer of its franchises to other Tap Trailer area developers and franchisees in any manner and at any time, which offers have or may have terms, conditions, and obligations which may differ from the terms, conditions, and obligations in this Agreement. Area Developer further acknowledges and agrees that Franchisor has made no warranty or representation that area development agreements or franchise agreements previously issued or issued after this Agreement by Franchisor do or will contain terms substantially similar to those contained in this Agreement. Franchisor may, in its reasonable business judgment and its sole and absolute discretion, due to local business conditions or otherwise, waive or modify comparable provisions of other Agreements previously executed or executed after the date of this Agreement with other Tap Trailer area developers and franchisees in a non-uniform manner.

(Signatures on Next Page)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

FRANCHISOR:

TAP TRAILER CO. FRANCHISING, LLC,
A Wyoming limited liability company

By: _____
Name: _____
Title: _____

AREA DEVELOPER:

(IF AREA DEVELOPER IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Print Name of Area Developer Entity]

By: _____
Name: _____
Title: _____

OR

(IF AREA DEVELOPER IS AN INDIVIDUAL):

_____
Print Name

_____
Signature

_____
Print Name

_____
Signature

TAP TRAILER CO. FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT A
ENTITY INFORMATION DISCLOSURE

TAP TRAILER CO. FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT A
ENTITY INFORMATION DISCLOSURE

Area Developer represents and warrants that the following information is accurate and complete in all material respects:

(1) Area Developer is a (check as applicable):

[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): _____

State of incorporation/organization: _____

Name of Area Developer entity: _____

Federal Tax Identification #: _____

(2) Area Developer shall provide to Franchisor concurrently with the execution of this Agreement true and accurate copies of its charter documents including Articles of Incorporation/Organization, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution of this Agreement and any amendments to the foregoing (the "**Entity Documents**").

(3) Area Developer promptly shall provide all additional information as Franchisor may from time to time request concerning all persons who may have any, direct or indirect, financial interest in Area Developer.

(4) The name and address of each Owner is:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

(5) The names, addresses and titles of the Owners who will be devoting their full time to the Area Developer business are:

NAME	ADDRESS	TITLE

(6) The address where Area Developer's financial records and Entity Documents are maintained is: _____.

(7) The Principal Owner is _____.

(8) Area Developer represents and warrants to Franchisor, as an inducement to Franchisor's execution of the Area Development Agreement, that the information set forth in this Entity Information Disclosure is true, accurate and complete in all material respects on the Effective Date and that Area Developer shall provide Franchisor with all additional information Franchisor may request with respect to the Owners and the ownership of Area Developer. In addition, Area Developer shall notify Franchisor within ten (10) days of any change in the information set forth in this Entity Information Disclosure and shall provide Franchisor with a revised Entity Information Disclosure certified by Area Developer to be true, correct and complete in all material respects. Franchisor grants Area Developer the rights in the Area Development Agreement in reliance upon each and all of the terms of this Entity Information Disclosure.

IN WITNESS WHEREOF, the Parties have executed this **Exhibit A** on the Effective Date.

FRANCHISOR:

TAP TRAILER CO. FRANCHISING, LLC
A Wyoming limited liability company

By: _____
Name: _____
Title: _____

AREA DEVELOPER:

(IF AREA DEVELOPER IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Print Name of Area Developer Entity]

By: _____
Name: _____
Title: _____

OR

(IF AREA DEVELOPER IS AN INDIVIDUAL):

_____
Print Name

_____
Signature

_____
Print Name

_____
Signature

TAP TRAILER CO. FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT B
DEVELOPMENT AREA, OBLIGATION, SCHEDULE, PERIODS AND FEES

TAP TRAILER CO. FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT B
DEVELOPMENT AREA, OBLIGATION, SCHEDULE, PERIODS AND FEES

A. The **DEVELOPMENT AREA** is defined as the territory within the boundaries described below:

_____
_____
_____

If the Territory is defined by streets, highways, freeways or other roadways then the boundary of the Territory shall extend to the center line of each street, highway, freeway or other roadway.

B. **MINIMUM DEVELOPMENT OBLIGATION**: _____ Tap Trailer Businesses

C. **INITIAL FRANCHISE FEE**: $_____.

D. **DEVELOPMENT FEE**: $_____ (@ $10,000 for each Tap Trailer Business (except for Tap Trailer Business #1)).

E. **DEVELOPMENT FEE CREDIT**: $10,000 per Tap Trailer Business except for Tap Trailer Business #1 (maximum credit per Tap Trailer Business).

F. **DEVELOPMENT SCHEDULE:** _____ Tap Trailer Businesses must be Opened in ___ months.

G.

DEVELOPMENT PERIOD ENDING	CUMULATIVE NUMBER OF TAP TRAILER SHOPS TO BE IN OPERATION
TOTAL	

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this **Exhibit B** on the Effective Date.

FRANCHISOR:

TAP TRAILER CO. FRANCHISING, LLC
A Wyoming limited liability company

By: _____
Name: _____
Title: _____

AREA DEVELOPER:

(IF AREA DEVELOPER IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Print Name of Area Developer Entity]

By: _____
Name: _____
Title: _____

OR

(IF AREA DEVELOPER IS AN INDIVIDUAL):

_____
Print Name

_____
Signature

_____
Print Name

_____
Signature

TAP TRAILER CO. FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT C
GUARANTEE OF AREA DEVELOPMENT AGREEMENT

TAP TRAILER CO. FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT C
GUARANTEE OF AREA DEVELOPMENT AGREEMENT

The undersigned (collectively, "**Guarantors**") have requested **TAP TRAILER CO. FRANCHISING, LLC**, a Wyoming limited liability company ("**Franchisor**"), to enter into an Area Development Agreement dated _____ (the "**Area Development Agreement**") with _____, a _____ ("**Area Developer**"). In consideration for, and as an inducement to, Franchisor's execution of the Area Development Agreement, Guarantors hereby grant this guarantee (this "**Guarantee**") and agree as follows:

1. "**Obligations**" means and includes any and all obligations of Area Developer arising under or pursuant to the Area Development Agreement and all other obligations, whether now existing or hereafter arising, of Area Developer to Franchisor of whatever nature.

2. Guarantors irrevocably and unconditionally, fully guarantee to Franchisor the prompt, full and complete payment of any and all Obligations of Area Developer to Franchisor and the performance of any and all Obligations of Area Developer including, without limitation, Obligations under the Area Development Agreement or any other agreement, instrument or document relating to, evidencing or securing any Obligations.

3. If Area Developer fails to pay any of the Obligations, Guarantors shall, within five (5) days after a written demand therefore has been given to Guarantors by Franchisor, pay all of the Obligations in like manner as if the Obligations constituted the direct and primary obligation of Guarantors. Guarantors agree that if any Obligation, covenant or agreement contained in the Area Development Agreement is not observed, performed or discharged as required by the Area Development Agreement (taking into consideration any applicable cure periods), Guarantors shall, within five (5) days after a written demand therefore has been given to Guarantors by Franchisor, observe, perform or discharge such obligation, covenant or agreement in like manner as if the same constituted the direct and primary obligation of Guarantors.

4. No exercise or non-exercise by Franchisor of any right under this Guarantee, no dealing by Franchisor with Area Developer or any other person and no change, impairment or suspension of any right or remedy of Franchisor shall in any way affect any Obligations of Guarantors under this Guarantee or give Guarantors any recourse against Franchisor. Without limiting the generality of the foregoing, Guarantors agree that, regardless of whether Franchisor gives notice thereof or obtains the consent of Guarantors thereto, Guarantors' liability under this Guarantee shall not be released, extinguished or otherwise reduced in any way by reason of (i) any amendment, modification, renewal, extension, substitution or replacement of the Area Development Agreement or of any of the Obligations, in whole or in part; (ii) any acceptance, enforcement or release by Franchisor of any security for the Area Development Agreement or of any of the Obligations, any addition, substitution or release of any of the Guarantors, or any enforcement, waiver, surrender, impairment, release, compromise or settlement of any matter with respect to the Area Development Agreement or the Obligations or any security therefore; (iii) any assignment of this Guarantee, in whole or in part by Franchisor, or any assignment or transfer of the Area Development Agreement (or any of them) by Franchisor or Area Developer; (iv) the invalidity or unenforceability of any provision of the Area Development Agreement or any of the Obligations; or (v) any failure, omission or delay of Franchisor in enforcing the Area Development Agreement, the Obligations or this Guarantee.

5. Guarantors waive and agree not to assert or take advantage of (i) any right to require Franchisor to proceed against Area Developer or any other person, firm or corporation or to proceed against or exhaust any security held by Franchisor at any time or to pursue any other remedy in Franchisor's power; (ii) any statute of limitations in any action under this Guarantee to collect any Obligations guaranteed hereby; (iii) any defense that may arise by reason of Area Developer's incapacity, lack of authority, insolvency or bankruptcy or Franchisor's failure to file or enforce a claim against the estate (either in bankruptcy or other proceeding) of Area Developer, any other or others; (iv) any defense arising out of any alteration of the Area Development Agreement or the Obligations; (v) notice of Area Developer's default in the payment or performance of any of the Obligations; (vi) demand, protest and notice of any kind including, without limitation, notice of acceptance, notice of the existence, creation or incurring of new or additional Obligations or of any action or non-action on the part of Area Developer, Franchisor, any endorser, creditor of Area Developer or Guarantors under this or any other instrument, or any other person, in connection with any obligation or evidence of Obligations held by Franchisor or in connection with any Obligations hereby guaranteed; (vii) all rights and defenses arising out of an election of remedies by Franchisor, even though that election of remedies, such as non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantors' rights of subrogation and reimbursement against Area Developer by operation of Applicable Law or otherwise; (viii) any duty of Franchisor to disclose to Guarantors any facts that Franchisor may now or hereafter know about Area Developer, regardless of whether Franchisor has reason to believe that any such facts materially increase the risk beyond that which Guarantors intends to assumes or has reason to believe that such facts are unknown to Guarantors or has a reasonable opportunity to communicate such facts to Guarantors, it being understood and agreed that Guarantors is responsible to be and to keep informed of Area Developer's financial condition and of all circumstances bearing on the risk of nonpayment of any Obligations hereby guaranteed; and (ix) any right to the benefit of or to direct the application of any security held by Franchisor.

6. Until all Obligations to Franchisor are paid in full and fully performed, Guarantors shall have no right of subrogation and waive any right to enforce any remedy that Franchisor now has or may hereafter have against Area Developer. All existing or future indebtedness of Area Developer to Guarantors and any right to withdraw capital invested in Area Developer by Guarantors are hereby subordinated to all Obligations.

7. Guarantors' liabilities and all rights, powers and remedies of Franchisor under this Guarantee and under any other agreement now or at any time hereafter in force between Franchisor and Guarantors shall be cumulative and not alternative and such rights, powers and remedies shall be additional to all rights, powers and remedies given to Franchisor by Applicable Law. Without limiting the generality of anything contained in this Guarantee, Guarantors waive and agree not to assert or take advantage of (i) all rights described in California Civil Code Section 2856(a)(1) through 2856(a)(3), inclusive, including, without limitation, any rights or defenses which are or may become available to Guarantors by reason of California Civil Code Sections 2787 through 2855, inclusive; and (ii) California Civil Code Sections 2899.

8. The liability of Guarantors under this Guarantee shall be an absolute, direct, immediate and unconditional continuing guarantee of payment and performance and not of collection. Guarantors' obligations under this Guarantee are independent of Area Developer's Obligations. This is a continuing Guarantee. It shall be irrevocable during the initial term and each renewal term and through any extensions, amendments, modifications, substitutions or replacements of the Area Development Agreement and until all Obligations have been fully paid and the Obligations have been fully performed. In the event of any default under this Guarantee, a separate action and/or successive actions may be brought and prosecuted against Guarantors regardless of whether action is brought against Area Developer or whether Area Developer is joined in any such action or actions. Franchisor may maintain successive actions for other defaults.

Franchisor's rights under this Guarantee shall not be exhausted by Franchisor's exercise of any rights or remedies or by any such action or by any number of successive actions until and unless all Obligations have fully been paid and performed. The obligations of Guarantors shall be primary and are independent of the Obligations of Area Developer and Franchisor may directly enforce its rights under this Guarantee without proceeding against or joining Area Developer or any other person or entity, or applying or enforcing any security of the Area Development Agreement. Guarantors acknowledge and agree that Guarantors shall, and hereby are, bound by each and all of the confidentiality and non-competition provisions of the Franchise Agreement.

9. Nether any provision of this Guarantee nor right of Franchisor under this Guarantee can be waived, nor can Guarantors be released from Guarantors' obligations under this Guarantee except by a written agreement executed by Franchisor. If any provision or portion of any provision of this Guarantee is found by a court of competent jurisdiction to be illegal or unenforceable, all other provisions shall, nevertheless, remain enforceable and effective. This Guarantee constitutes the entire agreement of Guarantors and Franchisor with respect to the subject matter of this Guarantee and no representation, understanding, promise or condition concerning the subject matter of this Guarantee shall bind Franchisor unless expressed in this Guarantee.

10. All written notices permitted or required under this Guarantee shall be deemed given and delivered in accordance with Article 18 of the Area Development Agreement. Notices to Guarantors shall be sent to the address set forth below each Guarantors' signature below.

11. This Guarantee may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Guarantee with signatures that have transmitted by email or by facsimile shall constitute and be deemed original copies of this Guarantee for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Guarantee. In addition, this Guarantee may be signed electronically by Guarantors and electronic signatures appearing on this Guarantee shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Guarantee.

12. This Guarantee shall be governed by and construed in accordance with the laws of the State of California. In the event of any conflict of law, the laws of California shall prevail, without regard to the application of California conflict of law rules. Nothing in this Paragraph 12 is intended by the Parties to subject this Agreement to any franchise or similar law, rules, or regulation of the state of California to which it would not otherwise be subject. Venue for purposes of any legal proceedings brought in connection with or arising out of this Guarantee shall be conclusively presumed to be in the State of California, Los Angeles County. Guarantors hereby submit to the jurisdiction of the United States District Court for the Central District of California.

Executed by or on behalf of Guarantors on the date set forth below.

_____ _____

_____

_____ _____

_____

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT C
CONFIDENTIALITY AGREEMENT FOR PROSPECTIVE FRANCHISEES

TAP TRAILER CO. FRANCHISING, LLC
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made this _____ day of _____, 20__, by and between **TAP TRAILER CO. FRANCHISING, LLC**, a Wyoming limited liability company ("**Franchisor**"), on the one hand, and _____, a _____ ("**Candidate**"), on the other hand, with reference to the following facts:

A. Franchisor and its affiliate have developed the "**Tap Trailer System**" for the establishment and operation of businesses (each, a "**Tap Trailer Business**.") that offer unique pre-designed and pre-equipped mobile beverage and food service trailers ("**Tap Trailers**") to serve a variety of alcoholic beverages and snacks at celebrations, events and festivals. Each Tap Trailer Business operates under the trade names and service marks "**Tap Trailer**", "**Bubble Tap Trailer**" and other related trademarks, service marks, logos and commercial symbols, and trade dress used to identify the Tap Trailer Businesses, including the unique and distinctive interior and exterior design of the Tap Trailers, color schemes, fixtures and equipment present in Tap Trailers (collectively, the "**Tap Trailer Marks**"). Franchisor continues to develop, use and control the use of the Tap Trailer Marks in order to identify for the public the source of services and products marketed under the Tap Trailer Marks and the Tap Trailer System, and to represent the Tap Trailer System's high standards of quality, appearance and service.

B. The distinguishing characteristics of the Tap Trailer System include, without limitation, the Tap Trailers, Franchisor's operating methods and business practices related to Tap Trailers, and the relationship between Franchisor and its franchisees, including the Tap Trailer interior and exterior design, other items of trade dress, specifications for equipment, fixtures and uniforms, defined product offerings and preparation methods, Franchisor specified pricing and promotions, restrictions on ownership, standard operating and administrative procedures, management and technical training programs, marketing and public relations programs, Franchisor's website, all as Franchisor may modify the same from time to time.

C. Franchisor may provide Candidate with confidential and proprietary information regarding the Tap Trailer System prior to granting or declining to grant Candidate a franchise or entering into a franchise agreement with Candidate. Franchisor desires that Candidate maintain the confidentiality of all such confidential and proprietary information on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. **INCORPORATION OF RECITALS**.

The recitals set forth in Paragraph A through Paragraph C above are true and correct and are hereby incorporated by reference into the body of this Agreement.

2. **CONFIDENTIALITY**.

2.1. **Confidential Information**. Candidate acknowledges and agrees that the Tap Trailer System is comprised of confidential information that has been developed by Franchisor and its affiliates by the investment of time, skill, effort and money and is widely recognized by the public, is of substantial value, and is proprietary, confidential and constitutes trade secrets of Franchisor and its affiliates, and includes, without limitation, tangible and intangible information (whether or not in electronic form) relating to Franchisor's business operations, products and services, sources of materials and equipment, client management and other

software, data, other content, formulations, patterns, compilations, programs, devices and processes, business relationships, contact information for industry professionals, designs, developmental or experimental work and services, improvements, discoveries, plans for research, potential new or supplemental products and services, websites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators, current customer and prospective customer names and addresses, information regarding credit extensions to customers, customer service purchasing histories and prices charged to customers, customer lists and customer data, information regarding the skills and compensation of employees and contractors of Franchisor, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, trade secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationships between Franchisor and other companies, persons or entities, knowledge or know-how concerning the methods of operation of Tap Trailers which may be communicated to Candidate, or of which Candidate may be apprised, and any other information or material considered proprietary by Franchisor whether or not designated as confidential information by Franchisor, that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or its affiliates and which is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain its secrecy, and any other information in oral, written, graphic or electronic form which, given the circumstances surrounding its disclosure, would be considered confidential (collectively, the "**Confidential Information**"). Confidential Information does not include any information that was in the lawful and unrestricted possession of Candidate prior to its disclosure by Franchisor; is or becomes generally available to the public by acts other than those of Candidate after receiving it; has been received lawfully and in good faith by Candidate from a third party who did not derive it from Franchisor or Candidate; or is shown by acceptable evidence to have been independently developed by Candidate.

2.2. **Value**. Candidate acknowledges and agrees the Confidential Information is not generally known by the public or parties other than Franchisor, its affiliates, its franchisees and Candidate; derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor, its franchisees or Candidate; and is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain the secrecy of the Confidential Information, including, without limitation (i) not revealing the Confidential Information to unauthorized parties; (ii) requiring its franchisees to acknowledge and agree in writing that the Confidential Information is confidential; (iii) requiring its franchisees to agree in writing to maintain the confidentiality of the Confidential Information; (iv) monitoring electronic access to the Confidential Information by the use of passwords and other restrictions so that electronic access to the Confidential Information is limited to authorized parties; and (v) requiring its franchisees to return all Confidential Information to Franchisor upon the expiration or termination of their Franchise Agreements.

2.3. **Maintain Confidentiality**. Candidate shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of anyone else, any information that Franchisor considers its trade secrets and/or Confidential Information. Candidate shall divulge such Confidential Information only to such of its employees who must have access to it in order to perform their employment responsibilities.

3. **GENERAL**.

3.1. **Injunction**. Candidate recognizes the unique value and secondary meaning attached to the Confidential Information and the elements of the Tap Trailer System and agrees that any noncompliance with the terms of this Agreement or any unauthorized or improper use of the Confidential Information will cause irreparable damage to Franchisor and its franchisees. Candidate therefore agrees that if Candidate should

engage in any such unauthorized or improper use of the Confidential Information, Franchisor shall be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction without notice or the posting of any bond, in addition to any other remedies prescribed by law.

3.2. **Heirs and Successors**. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

3.3. **Entire Agreement**. This Agreement represents the entire understanding between the parties regarding the subject matter of this Agreement and supersedes all other negotiations, agreements, representations and covenants, oral or written. This Agreement may not be modified except by a written instrument signed by Franchisor and Candidate that expressly modifies this Agreement. The parties intend this Agreement to be the entire integration of all of their agreements on this subject of any nature regarding the subject matter of this Agreement. No other agreements, representations, promises, commitments or the like, of any nature, exist between the parties.

3.4. **No Warranties**. Candidate acknowledges and agrees that Franchisor has made no promises, representations or warranties to Candidate that are inconsistent with the terms of this Agreement or Franchisor's Franchise Disclosure Document concerning the profitability or likelihood of success of the franchised business, that Candidate has been informed by Franchisor that there can be no guaranty of success in the franchised business and that Candidate's business ability and aptitude is primary in determining his success.

3.5. **No Right to Use the Tap Trailer System or the Tap Trailer Marks**. This Agreement is not a Franchise Agreement or a license of any sort, and does not grant Candidate any right to use or to franchise or license the use of, the Confidential Information, which right is expressly reserved by Franchisor.

3.6. **Waiver.** Failure by Franchisor to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Any waiver, including a waiver of default, in any one instance shall not constitute a continuing waiver or a waiver in any other instance.

3.7. **Validity.** Any invalidity of any portion of this Agreement shall not affect the validity of the remaining portions and unless substantial performance of this Agreement is frustrated by any such invalidity, this Agreement shall continue in full force and effect.

3.8. **Headings and Gender.** The headings herein are for purposes of convenience only and shall not be used in construing the provisions hereof. As used herein, the male gender shall include the female and neuter genders, the singular shall include the plural and the plural, the singular.

3.9. **Attorneys' Fees.** If Franchisor becomes a party to any legal proceedings concerning this Agreement by reason of any act or omission of Candidate or its authorized representatives, Candidate shall be liable to Franchisor for the reasonable attorneys' fees and court costs incurred by Franchisor in the legal proceedings. If either party commences a legal proceeding against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

3.10. **Cumulative Remedies.** Any specific right or remedy set forth in this Agreement, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth herein or allowed or allowable by law.

3.11. **Notices**. All notices or demands to be given under this Agreement shall be in writing and shall be served in person, by air courier delivery or by certified mail. Service shall be deemed conclusively made (i) at the time of service, if personally served, (ii) three (3) business days after delivery by the Party giving the notice, statement or demand if by air courier with a guaranteed tracking facility, and (iii) three (3) business days after placement in the United States mail by Certified Mail, Return Receipt Requested, with postage prepaid. Notices and demands shall be given to the respective Parties at the following addresses, unless and until a different address has been designated by written notice to the other Party:

Notices to Franchisor: Tap Trailer Co. Franchising, LLC
13547 Ventura Boulevard, #179
Sherman Oaks, California 91423
Attention: Jennifer Disotell

With a copy to (which shall not constitute notice):

Barry Kurtz, Esq.
Lewitt, Hackman, Shapiro, Marshall and Harlan
16633 Ventura Boulevard, 11th Floor
Encino, California 91436

Notices to Candidate:

_____
_____
_____
_____
Attention: _____

Either party may change its address for the purpose of receiving notices, demands and other communications by a written notice given in the manner set forth above to the other party.

3.12. **Governing Law**. This Agreement takes effect upon its acceptance and execution by Franchisor in California, and shall be interpreted and construed under the laws of California. In the event of any conflict of law, the law of California shall prevail, without regard to the application of California conflict of law rules.

3.13. **Venue**. The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the city and county in which Franchisor has its principal place of business at the time the action is initiated, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

3.14. **Counterparts and Electronic Transmission; Electronic Signatures**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Agreement with signatures that are transmitted by email or by facsimile shall constitute and be deemed original copies of this Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Agreement. In addition, this Agreement may be signed electronically by the Parties and electronic signatures appearing on this Agreement shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

FRANCHISOR:	**CANDIDATE**:
TAP TRAILER CO. FRANCHISING, LLC	_____
A Wyoming limited liability company	A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT D
GENERAL RELEASE

TAP TRAILER CO. FRANCHISING, LLC
GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT (this "**Release Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and among **TAP TRAILER CO. FRANCHISING, LLC,** a Wyoming limited liability company ("**Franchisor**"), on the one hand, and _____ a _____ ("**Franchisee**"), and _____ ("**Owner**"), on the other hand, who are collectively referred to in this Release Agreement as the "**Releasing Parties**", with reference to the following facts:

A. Franchisor and Franchisee are parties to that certain Franchise Agreement and related ancillary agreements dated _____ (collectively, the "**Franchise Agreement**") pursuant to which Franchisor granted Franchisee a license (the "**License**") to use the service marks and trade names "**Tap Trailer**", "**Bubble Tap Trailer**" and other related trademarks, service marks, logos and commercial symbols (the "**Tap Trailer Marks**") and the "**System**" in connection with the operation of a mobile beverage and food service trailer (the "**Tap Trailer Business**") in a defined geographic area (the "**Protected Area**").

B. Franchisee desires to enter into a _____.

C. This Release Agreement has been requested at a juncture in the relationship of the parties where Franchisor is considering either a change or an expansion of the relationship between the parties and/or their affiliates. Franchisor is unwilling to make the anticipated change or expansion in the relationship of the parties unless it is certain that it is proceeding with a "clean slate" and that there are no outstanding grievances or Claims against it. Releasing Parties, therefore, gives this Release Agreement as consideration for receiving the agreement of Franchisor to an anticipated change or expansion of the relationship between the parties. Releasing Parties acknowledges that this Release Agreement is intended to wipe the slate clean.

NOW, THEREFORE, IT IS AGREED:

1. **DEFINITIONS**. As used in this Release Agreement, the following capitalized terms have the meanings ascribed to them.

1.1 "**Claims**" means all actual and alleged claims, demands, Losses, charges, agreements (whether written or oral), covenants, responsibilities, warranties, obligations, contracts (whether oral or written), debts, violations, suits, counterclaims, cross claims, third party claims, accounts, liabilities, costs, expenses (including attorneys' fees and court costs), rights to terminate and rescind, rights of action and causes of action of any kind or nature, whatsoever, whether known or unknown, matured or unmatured, accrued or unaccrued, suspected or unsuspected, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, and whether or not asserted, threatened, alleged, or litigated, at law, equity, or otherwise.

1.2 "**Constituents**" means past, present and future affiliates, subsidiaries, divisions, partners, members, trustees, receivers, executors, representatives, administrators, owners, shareholders, distributors, parents, predecessors, officers, directors, agents, managers, principals, employees, insurers, successors, assigns, representatives and attorneys and the past, present and future officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of the foregoing.

1.3 "**Excluded Matters**" means Franchisor's continuing contractual obligations which arise or continue under and pursuant to the Franchise Agreement on and after the date of this Release Agreement.

1.4 "**Franchisor Released Parties**" means Franchisor and each of its Constituents.

1.5 "**Losses**" means all damages, debts, liabilities, accounts, suits, awards, judgments, payments, diminutions in value and other losses, costs and expenses, however suffered or characterized, all interest thereon, all costs and expenses of investigating any Claim, reference proceeding, lawsuit or arbitration and any appeal therefrom, all actual attorneys' fees incurred in connection therewith, whether or not such Claim, reference proceeding, lawsuit or arbitration is ultimately defeated and, all amounts paid incident to any compromise or settlement of any such Claim, reference proceeding, lawsuit or arbitration.

2. **GENERAL RELEASE AGREEMENT.** Releasing Parties, for themselves and their Constituents, hereby release and forever discharge Franchisor Released Parties from any and all Claims, whether known or unknown, based upon anything that has occurred or existed, or failed to occur or exist, from the beginning of time to the Effective Date, including, without limitation any and all Claims which relate to the Franchise Agreement, the Tap Trailer Business, the Tap Trailer System, the License, the Tap Trailer Marks, and the Protected Area, or to any other agreement entered into prior to the Effective Date between Franchisor Released Parties, on the one hand, and Releasing Parties, on the other hand, except for the Excluded Matters and obligations under this Release Agreement. This waiver, release and discharge is effective immediately in its fullest and most comprehensive sense.

3. **WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE**.

3.1 **Section 1542 of the California Civil Code**. Releasing Parties, for themselves and their Constituents, acknowledge that they are familiar with Section 1542 of the California Civil Code, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3.2 **Waiver**. With respect to those Claims being released pursuant to Section 2, Releasing Parties, for themselves and their Constituents, acknowledge that they are releasing unknown Claims and waive all rights they have or may have under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect. For purposes of this Section 3, Releasing Parties shall be considered to be creditors of the Franchisor Released Parties, and each of them.

4. **UNKNOWN CLAIMS.** Releasing Parties acknowledge and agree that among the wide and comprehensive range of Claims being waived, released, and discharged by this Release Agreement, they are waiving, releasing, and discharging unknown and unsuspected Claims which, if known or suspected by Releasing Parties to exist in their favor at the time of executing this Release Agreement, may have materially affected Releasing Parties' decision to enter into this Release Agreement. It is understood by Releasing Parties that, after the Effective Date, the facts under which this Release Agreement is entered into may turn out to be other than or different from the facts Releasing Parties knew or believed to be true on the Effective Date. Releasing Parties, therefore, expressly assume the risk of the facts turning out to be so different and agree that

this Release Agreement shall be in all respects final and effective and not subject to termination or rescission by any such difference in facts.

5. **REPRESENTATIONS AND WARRANTIES**. Releasing Parties hereby represent and warrant that, in entering into this Release Agreement, Releasing Parties: (i) are doing so freely and voluntarily, either upon the advice of counsel and business advisors of Releasing Parties' own choosing, or without such advice because Releasing Parties, free from coercion, duress or fraud, declined to obtain such advice; (ii) have read and fully understand the terms and scope of this Release Agreement; (iii) understand that this Release Agreement is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Release Agreement; and (iv) have not assigned, transferred, or conveyed to any third party all or any part of their interest, or any contingent interest, in any of the Claims released by this Release Agreement now or in the future, and are aware of no third party who contends or claims otherwise, and shall not purport to assign, transfer, or convey any interest in any such Claim after the Effective Date.

6. **COVENANTS NOT TO SUE**. Releasing Parties hereby irrevocably covenant that they will not, directly or indirectly: (i) commence, initiate, or cause to be commenced or initiated any proceeding, claim, or demand of any kind against Franchisor Released Parties based upon any Claims released under this Release Agreement; or (ii) assist or encourage any person or entity to investigate, inquire into, commence, initiate, or cause to be commenced or initiated any proceeding, claim, or demand of any kind against Franchisor Released Parties based upon any Claims released under this Release Agreement.

7. **INDEMNITY**. Without in any way limiting any of the rights and remedies otherwise available to the Franchisor Released Parties, Releasing Parties shall defend, indemnify and hold harmless each Franchisor Released Party from and against all Claims whether or not involving third-party Claims, arising directly or indirectly from or in connection with: (i) the assertion by or on behalf of Releasing Parties or their Constituents of any Claim or other matter released pursuant to this Release Agreement; (ii) the assertion by any third party of any Claim or demand against any Franchisor Released Party which Claim or demand arises directly or indirectly from, or in connection with, any Claims or other matters released pursuant to this Release Agreement; (iii) any breach of representations, warranties or covenants hereunder by Releasing Parties or its Constituents; or (iv) the Franchise Agreement, the Tap Trailer Business, the Franchised Location, and/or any and all claims of creditors, customers, vendors, suppliers or invitees of the Tap Trailer Business, or other third parties, for obligations incurred and/or acts or omissions to act by Franchisee, both prior to and following the Effective Date.

8. **GENERAL PROVISIONS**.

8.1 **Amendment**. This Release Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the parties.

8.2 **Entire Agreement**. This Release Agreement, together with the agreements referenced in this Release Agreement, constitute the entire understanding between and among the parties with respect to the subject matter of this Release Agreement and supersedes any prior negotiations and agreements, oral or written, with respect to the subject matter of this Release Agreement. The Recitals set forth in Paragraphs A through C of this Release Agreement are true and correct and are incorporated into this Release Agreement as part of this Release Agreement.

8.3 **Counterparts and Electronic Transmission; Electronic Signatures**. This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Release Agreement with

signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Release Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Release Agreement. In addition, this Release Agreement may be signed electronically by the parties and electronic signatures appearing on this Release Agreement shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Release Agreement.

8.4 **Heirs, Successors and Assigns**. This Release Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns. In addition, each of Franchisor Released Parties that is not a party shall be a third party beneficiary of this Release Agreement, with the right to enforce this Release Agreement for his, her, or its benefit, whether acting alone or in combination with any other Franchisor Released Party.

8.5 **Interpretation**. The rule that an agreement is to be construed against the party drafting the agreement is hereby waived by the parties, and shall have no applicability in construing this Release Agreement or any of its terms. The headings used in this Release Agreement are for purposes of convenience only and shall not be used in construing the provisions of this Release Agreement. As used in this Release Agreement, the male gender shall include the female and neuter genders, the singular shall include the plural and the plural, the singular.

8.6 **Severability and Validity**. Any provision of this Release Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions of this Release Agreement or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

8.7 **Governing Law and Venue**. This Release Agreement shall be interpreted and construed under the laws of California. In the event of any conflict of law, the law of California shall prevail, without regard to the application of California conflict of law rules. If, however, any provision of this Release Agreement would not be enforceable under the laws of California, and if the Tap Trailer Business is located outside of California and such provision would be enforceable under the laws of the state in which the Tap Trailer Business is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Section 8.7 is intended by the parties to subject this Release Agreement to any franchise or similar law, rules, or regulation of the state of California to which it would not otherwise be subject. The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought the in Superior Court of California, County of Los Angeles, or the United States District Court for the Central District of California, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

8.8 **Authority of Franchisor**. Franchisor represents and warrants that (i) Franchisor has the power and authority to enter into this Release Agreement and to perform its obligations under this Release Agreement without the approval or consent of any other person or entity, and (ii) the individual who executes this Release Agreement on Franchisor's behalf is duly authorized to do so without the approval or consent of any other person or entity.

8.9 **Authority of Releasing Parties**. Releasing Parties represent and warrant that (i) they have the power and authority to enter into this Release Agreement and to perform their obligations under this Release Agreement without the approval or consent of any other person or entity, and (ii) the individuals who execute

this Release Agreement on Releasing Parties' behalves are duly authorized to do so without the approval or consent of any other person or entity.

8.10 **No Waiver**. No delay, waiver, omission, or forbearance on the part of any party to exercise any right, option, duty, or power arising out of any breach or default by any other party of any of the terms, provisions, or covenants of this Release Agreement, and no custom or practice by the parties at variance with the terms of this Release Agreement, shall constitute a waiver by any party to enforce any such right, option, or power as against the other parties, or as to a subsequent breach or default by the other parties.

8.11 **Attorneys' Fees**. If any legal action is brought to enforce the terms of this Release Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, and any and all costs of collection, in addition to any other relief to which that party may be entitled.

8.12 **Further Acts**. The parties agree to execute, acknowledge and deliver to any requesting party, and to procure the execution, acknowledgment and delivery to any requesting party, of any additional documents or instruments which the requesting party may reasonably require to fully effectuate and carry out the provisions of this Release Agreement.

IN WITNESS WHEREOF, the parties to this Release Agreement have executed this Release Agreement as of the Effective Date.

FRANCHISOR:

TAP TRAILER CO. FRANCHISING, LLC
A Wyoming limited liability company

By: _____
Name: _____
Title: _____

RELEASING PARTIES:

FRANCHISEE:

_____
A _____

By: _____
Name: _____
Title: _____

OWNER:

_____

_____

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT E
STATE SPECIFIC ADDENDA

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

STATE ADDENDA

Each provision of this Addendum shall be effective only if, with respect to each provision, the jurisdictional requirements of a state are met independently, without reference to this Addendum.

TAP TRAILER CO. FRANCHISING, LLC

CALIFORNIA
ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEBSITE WWW.TAPTRAILERCO.COM/ HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

1. The following language is added to the end of Item 3 of the disclosure document:

   "Neither we nor any person identified in Item 2, or an affiliate or franchise broker offering franchises under our principal trademark is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange."

2. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   "The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

   California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

   The Franchise Agreement and Area Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement and Area Development Agreement contain a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

TAP TRAILER CO. FRANCHISING, LLC

CALIFORNIA
ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "**Addendum**") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, by and between **TAP TRAILER CO. FRANCHISING, LLC**, a Wyoming limited liability company, as franchisor ("**Franchisor**"), and _____, as franchisee ("**Franchisee**"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

1. For the purposes of Cal. Bus. & Prof. Code Section 20022, Franchisor and Franchisee agree that:

   a. Franchisee will use the declining-balance depreciation method to calculate the value of Franchisee's assets (inventory, supplies, equipment, fixtures, and furnishings) for the purposes of a purchase by Franchisor under Section 20022. The purchase price by Franchisor for these assets will not include the cost of removal and transportation of those assets, which will be Franchisee's responsibility.

   b. For the purposes of Section 20022, Franchisee is not able to provide to Franchisor with "clear title and possession" to Franchisee's Assets if those Assets are subject to liens or encumbrances including: (i) purchase money security interests; (ii) blanket security interests; (iii) rights of first refusal; (iv) liens by franchisee's landlord; or (v) tax liens.

   c. For the purposes of Section 20022(h), Franchisor's right of offset will include the following amounts owed by Franchisee to Franchisor or Franchisor's Affiliates: (i) Royalty Fees; (ii) Marketing Fund Fees; (iii) Transfer Fees; and (iv) any other type of fee owed by Franchisee to Franchisor or Franchisor's Affiliates.

2. For the purposes of Cal. Bus. & Prof. Code Section 20035, Franchisor and Franchisee agree that:

   a. "**Fair market value of the franchise assets**" means the value of Franchisee's Assets, valued according to the declining-balance method of depreciation. The purchase price by Franchisor for the Assets will not include the cost of removal and transportation of those assets, which will be Franchisee's responsibility.

   b. "**Fair market value of the franchised business**" means the "**fair market value of the franchise assets**" as defined above, plus goodwill. The parties agree that the value of goodwill is the amount of Royalty Fees paid by Franchisee to Franchisor within the twelve (12) month period immediately before Franchisor's termination or failure to renew if Franchisor is in violation of the California Franchise Relations Act.

(Signature page follows)

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

FRANCHISOR:

TAP TRAILER CO. FRANCHISING, LLC
A Wyoming limited liability company

By: _____
Name: _____
Its: _____

FRANCHISEE:

(IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Print Name of Franchisee Entity]

By: _____
Name: _____
Title: _____

OR

(IF FRANCHISEE IS AN INDIVIDUAL):

_____
Print Name

_____
Signature

_____
Print Name

_____
Signature

TAP TRAILER CO. FRANCHISING, LLC

ILLINOIS
ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), the Franchise Disclosure Document is amended as follows:

1. Illinois law governs the agreements between the parties to the Franchise Agreement.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Franchise Agreement may provide for arbitration outside of Illinois.

3. Section 41 of the Illinois Franchise Disclosure Protection Act provides that any condition, stipulation or provision that purports to bind a person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

4. Your rights upon termination and non-renewal of the Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

TAP TRAILER CO. FRANCHISING, LLC

ILLINOIS
ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "**Addendum**") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, by and between **TAP TRAILER CO. FRANCHISING, LLC**, as Franchisor, and _____, as Franchisee. Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

1. Illinois law governs the agreements between the parties to the Franchise Agreement.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Franchise Agreement may provide for arbitration outside of Illinois.

3. Section 41 of the Illinois Franchise Disclosure Protection Act provides that any condition, stipulation or provision that purports to bind a person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

4. Franchisee's rights upon termination and non-renewal of the Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

FRANCHISOR:	**FRANCHISEE**:
TAP TRAILER CO. FRANCHISING, LLC A Wyoming limited liability company	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

TAP TRAILER CO. FRANCHISING, LLC

ILLINOIS
ADDENDUM TO AREA DEVELOPMENT AGREEMENT

THIS ADDENDUM TO AREA DEVELOPMENT AGREEMENT (this "**Addendum**") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Area Development Agreement (the "**Area Development Agreement**") dated _____, by and between **TAP TRAILER CO. FRANCHISING, LLC**, as Franchisor, and _____, as Area Developer. Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Area Development Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Area Development Agreement shall have the identical meanings in this Addendum.

1. Illinois law governs the agreements between the parties to the Area Development Agreement.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Area Development Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, an Area Development Agreement may provide for arbitration outside of Illinois.

3. Section 41 of the Illinois Franchise Disclosure Protection Act provides that any condition, stipulation or provision that purports to bind a person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

4. Your rights upon termination and non-renewal of the Area Development Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

FRANCHISOR:	**FRANCHISEE**:
TAP TRAILER CO. FRANCHISING, LLC. A Wyoming limited liability company	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

TAP TRAILER CO. FRANCHISING, LLC

NEW YORK
ADDENDUM TO DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT H OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NYS DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any

currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

TAP TRAILER CO. FRANCHISING, LLC

NEW YORK
ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "**Addendum**") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, by and between **TAP TRAILER CO. FRANCHISING, LLC**, as franchisor ("**Franchisor**") and _____, as franchisee ("**Franchisee**"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

The parties to the Franchise Agreement hereby acknowledge and agree that:

1. To the extent required by applicable law, all rights the franchisee enjoys and any causes of action arising in the franchisee's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

2. The franchisee may terminate the Franchise Agreement on any grounds available by law.

3. Irrespective of any rights granted to the franchisor to assign the Franchise Agreement, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

4. No choice of law or choice of forum provision in the Franchise Agreement should be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

5. In the event of any conflict between the terms of this Addendum and the terms of the Franchise Agreement, the terms of this Addendum shall prevail.

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the General Business Law of the State of New York are met independently without reference to this Addendum.

(**Signature Page Follows**)

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

FRANCHISOR:	**FRANCHISEE**:
TAP TRAILER CO. FRANCHISING, LLC A Wyoming limited liability company	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

TAP TRAILER CO. FRANCHISING, LLC

NEW YORK
ADDENDUM TO AREA DEVELOPMENT AGREEMENT

THIS ADDENDUM TO AREA DEVELOPMENT AGREEMENT (this "**Addendum**") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Area Development Agreement (the "**Area Development Agreement**") dated _____, by and between **TAP TRAILER CO. FRANCHISING, LLC**, as franchisor ("**Franchisor**"), and _____, as area developer ("**Area Developer**"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Area Development Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Area Development Agreement shall have the identical meanings in this Addendum.

The parties to the Area Development Agreement hereby acknowledge and agree that:

1. To the extent required by applicable law, all rights the area developer enjoys and any causes of action arising in the area developer's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

2. The area developer may terminate the Area Development Agreement on any grounds available by law.

3. Irrespective of any rights granted to the franchisor to assign the Area Development Agreement, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Area Development Agreement.

4. No choice of law or choice of forum provision in the Area Development Agreement should be considered a waiver of any right conferred upon the franchisor or upon the area developer by Article 33 of the General Business Law of the State of New York.

5. In the event of any conflict between the terms of this Addendum and the terms of the Area Development Agreement, the terms of this Addendum shall prevail.

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the General Business Law of the State of New York are met independently without reference to this Addendum.

(**Signature Page Follows**)

FRANCHISOR:

TAP TRAILER CO. FRANCHISING, LLC
A Wyoming limited liability company

By: _____

Name: _____

Title: _____

AREA DEVELOPER:

_____
A _____

By: _____

Name: _____

Title: _____

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT F
FRANCHISE COMPLIANCE CERTIFICATE

TAP TRAILER CO. FRANCHISING, LLC
COMPLIANCE CERTIFICATE

As you know, TAP TRAILER CO. FRANCHISING, LLC ("**Franchisor**") and you ("**you**" or "**Franchise Applicant**") are preparing to enter into a Franchise Agreement for the establishment and operation of a "**Tap Trailer**" franchised business. The purpose of this Certificate is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate, or misleading. Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

If you are intending to purchase an existing Tap Trailer franchised business from an existing Franchisee, you may have received information from the transferring Franchisee, who are not employees or representatives of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement along with a purchase or transfer of an existing Tap Trailer franchised business from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____ [date].

3. Have you received and personally reviewed the Franchise Agreement and each Addendum and related agreement attached to it?

Yes _____No _____

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

Yes _____No _____

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

_____
_____
_____

5. Have you received and personally reviewed Franchisor's Franchise Disclosure Document ("FDD")?

Yes _____No _____

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

Yes _____No _____

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

Yes _____No _____

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

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

Yes _____No _____

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

Yes _____ No _____

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

Yes _____No _____

10. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a Tap Trailer franchised business that is contrary to the information contained in the FDD?

Yes _____No _____

11. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Tap Trailer franchised business that is contrary to the information contained in the FDD?

Yes _____No _____

12. Has any employee or other person speaking on our behalf made any statement or promise concerning the total amount of revenue the Tap Trailer franchised business will or may generate that is contrary to the information contained in the FDD?

Yes _____No _____

13. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs you will or may incur in operating the Tap Trailer franchised business that is contrary to the information contained in the FDD?

Yes _____No _____

14. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Tap Trailer franchised business?

Yes _____No _____

15. Has any employee or other person speaking on our behalf made any statement, promise, or agreement concerning the advertising, marketing, training, support, service, or assistance that we will furnish to you that is contrary to the information contained in the FDD?

Yes _____No _____

16. Have you entered into any binding agreement with us concerning the purchase of this franchise prior to today?

Yes _____No _____

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

Yes _____No _____

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

_____
_____
_____

19. Do you understand that the Franchisor may modify the franchise program throughout the term of your agreements?

Yes _____No _____

20. If you have answered "Yes" to any one of questions 10-17, please provide a full explanation of each "yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

_____
_____
_____

I (We) signed the Franchise Agreement and Addenda (if any) on _____ [**DATE**], and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor. Please understand that your responses to these questions are important to us and that we will rely on them.

By signing this Certificate, you are representing that you have responded truthfully to the above questions. In addition, by signing this Certificate, you also acknowledge that:

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

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

_____
_____
_____

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

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

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

Franchise Applicant understands that Franchisor is acting in reliance on the truthfulness and completeness of Franchise Applicant's responses to the questions above in entering into the Franchise Agreement with Franchise Applicant. FRANCHISE APPLICANT ACKNOWLEDGES AND AGREES THAT IN THE EVENT THAT ANY DISPUTE ARISES, THIS CERTIFICATE SHALL BE ADMISSIBLE AS EVIDENCE IN ANY

LEGAL ACTION, AND FRANCHISE APPLICANT HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO SUCH ADMISSION OF THIS CERTIFICATE.

FRANCHISEE:

By: _____
Name: _____
Date: _____

FRANCHISEE:

By: _____
Name: _____
Date: _____

FRANCHISEE:

By: _____
Name: _____
Date: _____

FRANCHISEE:

By: _____
Name: _____
Date: _____

(IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Print Name of Entity]

By: _____
Name: _____
Title: _____
Date: _____

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT G
FINANCIAL STATEMENTS

TAP TRAILER CO. FRANCHISING, LLC

FINANCIAL STATEMENTS

JULY 31, 2020

Rose, Snyder & Jacobs LLP

ACCOUNTANTS & ADVISORS

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INDEPENDENT AUDITORS' REPORT

To the Members
Tap Trailer Co. Franchising, LLC

We have audited the accompanying financial statements of Tap Trailer Co. Franchising, LLC, which comprise the balance sheet as of July 31, 2020, and the related statements of operations, members' equity and cash flows for the period from May 20, 2019 through July 31, 2020 and the related notes to the financial statements.

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

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

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tap Trailer Co. Franchising, LLC as of July 31, 2020, and the results of its operations and its cash flows for the period from May 20, 2019 through July 31, 2020 in accordance with accounting principles generally accepted in the United States of America.

Rose, Snyder & Jacobs LLP

Encino, California
October 19, 2020

15821 Ventura Boulevard, Suite 490, Encino, California 91436
Phone: (818) 461-0600 • Fax: (818) 461-0610

TAP TRAILER CO. FRANCHISING, LLC
BALANCE SHEET
JULY 31, 2020

ASSETS

CURRENT ASSETS	
Cash and cash equivalents	$ 71,485
TOTAL CURRENT ASSETS	71,485
TOTAL ASSETS	$ 71,485

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES	
Accounts payable and accrued expenses	10,000
TOTAL CURRENT LIABILITIES	10,000
LONG TERM LIABILITIES	
Note payable	15,000
TOTAL LIABILITIES	25,000
MEMBERS' EQUITY	46,485
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 71,485

See independent auditors' report and
notes to financial statements.

TAP TRAILER CO. FRANCHISING, LLC
STATEMENT OF OPERATIONS
FOR THE PERIOD FROM MAY 20, 2019 TO JULY 31, 2020

REVENUES	$ -
OPERATING EXPENSES	
Legal and professional fees	33,500
Bank service charge	15
TOTAL OPERATING EXPENSES	33,515
OPERATING LOSS	(33,515)
NET LOSS	$ (33,515)

See independent auditors' report and
notes to financial statements.

TAP TRAILER CO. FRANCHISING, LLC
STATEMENT OF MEMBERS' EQUITY
FOR THE PERIOD FROM MAY 20, 2019 TO JULY 31, 2020

MEMBERS' EQUITY - May 20, 2019	$ -
Capital contribution	80,000
Net loss	(33,515)
MEMBERS' EQUITY - July 31, 2020	$ 46,485

See independent auditors' report and
notes to financial statements.

TAP TRAILER CO. FRANCHISING, LLC
STATEMENT OF CASH FLOWS
FOR THE PERIOD FROM MAY 20, 2019 TO JULY 31, 2020

CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$	(33,515)
Adjustments to reconcile net loss to net cash used in operating activities:		
Change in accounts payable		10,000
NET CASH USED IN OPERATING ACTIVITIES		(23,515)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Capital contributions		80,000
Proceeds from note payable		15,000
NET CASH PROVIDED BY FINANCING ACTIVITIES		95,000
NET INCREASE IN CASH AND CASH EQUIVALENTS		71,485
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD		-
CASH AND CASH EQUIVALENTS, END OF PERIOD	$	71,485

See independent auditors' report and
notes to financial statements.

Note 1 - Organization and Summary of Significant Accounting Policies

Organization and Business Activity: On May 20, 2019, Tap Trailer Co. Franchising, LLC (f.k.a. Tap Trailer Co. Licensing, LLC) (the "Company") was formed as a Wyoming Limited Liability Company to engage in the business of franchising mobile beverage trailers and carts available for rental, as well as beverage catering services. As of July 31, 2020, the Company has not begun operations and has not sold any franchises.

Fiscal Year End: The Company's fiscal year end is December 31.

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

Cash Equivalents: For the purpose of the statement of cash flows, cash equivalents include all highly liquid investments with a maturity date of three months or less when purchased.

Fair Value of Financial Instruments: The carrying amount of certain of the Company's financial instruments, including accounts payable and notes payable approximates fair value due to the relatively short maturity of such instruments.

Note 2 - Income Taxes

The Company is organized as a limited liability company. The Company is not subject to federal income taxes. The members are personally liable for income taxes on their respective shares of the Company's taxable income.

Note 3 – Note Payable

In April and May 2020, the Company entered into a note payable in the amount of $15,000. This note is non-interest bearing and is due no earlier than January 1, 2022.

Note 4 – Membership Interest

The Company entered into an agreement with a Partner under which the Partner will be issued a 3% membership interest in the Company in exchange for marketing and promotional services. This 3% will vest over 24 months, the period over which these services will be performed. This Partner is also the holder of the $15,000 note payable.

Note 5 - Commitments and Contingencies

Legal Matters: From time to time, the Company may be involved in legal proceedings in the normal course of its business. The Company is not involved in any legal proceedings at the present time.

Note 6 - Subsequent Events

Management has evaluated subsequent events through October 19, 2020, the date the financial statements were available to be issued.

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT H
STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677	California Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96810 (808) 586-2722	Commissioner of Securities, Department of Commerce & Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State Securities Division 201 State House 200 West Washington Street, Indianapolis, Indiana 46204 (317) 232-6531
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN	Consumer Protection Division, Antitrust and Franchising Unit Michigan Department of Attorney General 670 G. Mennen Williams Building 525 West Ottawa, 1st Floor Lansing, Michigan 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6546 Mercantile Way Lansing, Michigan 48909 (517) 241-6345
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEW YORK	NYS Department of Law Investor Protection Bureau Franchise Section 28 Liberty Street, 21st Floor New York, New York 10005-1495 (212) 416-8236 (Phone) (212) 416-6042 (Fax)	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387
RHODE ISLAND	Securities Division State of Rhode Island Department of Business Regulation Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920-4407 (401) 462 9582	Director, Securities Division Department of Business Regulation, Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920-4407 (401) 462 9582
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Director, Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Ninth Floor 1300 East Main Street Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, First Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road S.W., 3rd Floor Tumwater, Washington 98501 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W., 3rd Floor Tumwater, Washington 98501 (360) 902-8760
WISCONSIN	Franchise Registration Division of Securities 201 West Washington avenue, Suite 300 Floor Madison, Wisconsin 53703 (608) 266-2139	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703 (608) 266-2139

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT I
NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made on _____, 20__ (the "**Effective Date**"), by and between _____ ("**Franchisee**"), on the one hand, and _____ ("**Recipient**"), on the other hand, who are individually referred to in this Agreement as a "**Party**", and collectively referred to in this Agreement as "**Parties**", with reference to the following facts:

A. Tap Trailer Co. Franchising, LLC, a Wyoming limited liability company ("**Franchisor**") and Franchisor's affiliate have developed the "**Tap Trailer System**" for the establishment and operation of businesses (each, a "**Tap Trailer Business**.") that offer unique pre-designed and pre-equipped mobile beverage and food service trailers ("**Tap Trailers**") to serve a variety of alcoholic beverages and snacks at celebrations, events and festivals. Each Tap Trailer Business operates under the trade names and service marks "**Tap Trailer**", "**Bubble Tap Trailer**" and other related trademarks, service marks, logos and commercial symbols, and trade dress used to identify the Tap Trailer Businesses, including the unique and distinctive interior and exterior design of the Tap Trailers, color schemes, fixtures and equipment present in Tap Trailers (collectively, the "**Tap Trailer Marks**").

B. The "**Tap Trailer System"** includes, without limitation, the operations and training manuals and any other written directives related to the Tap Trailer System (the "**Manuals**"), the system developed by Franchisor and its affiliate that includes operating methods and business practices related to Tap Trailer businesses, the relationship between Franchisor and its franchisees, the Tap Trailer, interior and exterior design, other items of trade dress, specifications for equipment, fixtures and uniforms, defined product offerings, unique preparation techniques and methods, specified pricing and promotions, restrictions on ownership, standard operating and administrative procedures, management and technical training programs, marketing and public relations programs, and Franchisor's website, all as Franchisor may modify the same from time to time, and may be disclosed to Recipient by Franchisee.

C. Franchisor has protected and continues to protect the confidentiality of the "**Confidential Information**" by, among other things: (i) not revealing the confidential contents of the Confidential Information to unauthorized parties; (ii) requiring Franchisees to acknowledge and agree in writing that the Confidential Information is confidential; (iii) requiring Franchisees to agree in writing to maintain the confidentiality of the Confidential Information; (iv) monitoring electronic access to the Confidential Information by the use of passwords and other restrictions so that electronic access to the Confidential Information is limited to authorized parties; and (v) requiring its franchisees to return all Confidential Information to Franchisor upon the expiration and termination of their Franchise Agreements.

D. Franchisor and Franchisee have entered into a Franchise Agreement under which Franchisor has granted Franchisee the right to own and operate a Tap Trailer Franchised Business and to use the Tap Trailer System, the Tap Trailer Marks, the Manuals, and the Confidential Information in the operation of a Tap Trailer Franchised Business.

E. Franchisee is obligated under its Franchise Agreement with Franchisor to obtain a written agreement from all supervisorial and managerial personnel employed by Franchisee and each independent contractor engaged by Franchisee who may have access to the Confidential Information and who may be the recipient of the disclosure of the Confidential Information to maintain the confidentiality of the Confidential Information, to obtain the written agreement from all supervisorial and managerial personnel employed by Franchisee and each independent contractor to not use the Confidential Information other than in the course of his or her

employment or engagement by Franchisee and to not disclose any of the Confidential Information to any unauthorized parties during the period of time that he or she is providing services for Franchisee and forever after his or her employment or engagement by Franchisee ends.

NOW, THEREFORE, IT IS AGREED:

1. **ACKNOWLEDGMENTS OF RECIPIENT**.

1.1 **No Prior Experience, Information or Knowledge**. Prior to his or her employment or engagement by Franchisee, Recipient had no experience, information or knowledge about operating any business which offers and serves alcoholic beverages and snacks from mobile trailers at celebrations, events and/or festivals. Recipient's knowledge of the Confidential Information was obtained only from Franchisee following the Effective Date and only in the course of Recipient's employment or engagement by Franchisee.

1.2 **Confidential Information**. The Confidential Information includes all of the items included elsewhere in this Agreement and, in addition, without limitation, all tangible and intangible information (whether or not in electronic form) relating to Franchisor's business operations, styles, products and services, preparation techniques and methods, sources of materials and equipment, customer management and other software, data, other content, formulations, patterns, compilations, programs, devices and processes, business relationships, contact information for industry professionals, developmental or experimental work and services, improvements, discoveries, plans for research, potential new or supplemental products and services, websites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators, current customer and prospective customer names and addresses, information regarding credit extensions to customers, customer service purchasing histories and prices charged to customers, customer lists and other customer data, information regarding the skills and compensation of employees and contractors of Franchisor, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, trade secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationships between Franchisor and other companies, persons or entities, the Tap Trailer System, and any other information or material considered proprietary by Franchisor whether or not designated as confidential information by Franchisor, that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or its affiliates and which is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain its secrecy, and any other information in oral, written, graphic or electronic form which, given the circumstances surrounding its disclosure, would be considered confidential. Confidential Information also includes the manner in which any of the above described items may be combined with any other information or products or synthesized or used by Recipient. Confidential Information does not include any information that was in the lawful and unrestricted possession of Recipient prior to its disclosure by Franchisee to Recipient; is or becomes generally available to the public by acts other than those of Recipient after receiving it; has been received lawfully and in good faith by Recipient from a third party who did not derive it from Franchisor, Franchisee or Recipient; or is shown by acceptable evidence to have been independently developed by Recipient.

1.3 **Independent Value**. The Confidential Information: (i) is not generally known by the public or parties other than Franchisor, its affiliates, its franchisees and Franchisee; (ii) derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or Franchisee; and (iii) is the subject of extensive efforts by Franchisor that are reasonable under the circumstances to maintain the secrecy of the Confidential Information.

1.4 **Valuable and Proprietary**. The Confidential Information has been developed by Franchisor, its founder and their affiliates by the investment of time, skill, effort and money and is widely recognized by the public, of substantial value, and is proprietary, confidential and constitutes trade secrets of Franchisor, its founder and their affiliates.

2. **COVENANTS OF RECIPIENT**.

Recipient agrees that so long as Recipient is employed or engaged by Franchisee and forever after his or her employment or engagement by Franchisee ends:

2.1 **Maintain Confidentiality.** Recipient will fully and strictly maintain the confidentiality of the Confidential Information, will exercise the highest degree of diligence in safeguarding the Confidential Information and will not disclose or reveal the Confidential Information to any person other than Franchisee or other personnel employed by Franchisee or independent contractors engaged by Franchisee while a supervisorial or managerial employee or independent contractor of Franchisee and will then do so only to the degree necessary to carry out Recipient's duties as a supervisorial or managerial employee or independent contractor of Franchisee.

2.2 **No Reproduction or Use**. Recipient will not directly or indirectly reproduce or copy any Confidential Information and will make no use of any Confidential Information for any purpose whatsoever except as may be required while Recipient is employed or engaged by Franchisee and will then do so only in accordance with the provisions of this Agreement and only to the degree necessary to carry out Recipient's duties as a supervisorial or managerial employee or independent contractor of Franchisee.

2.3 **Restrictions**. Recipient specifically acknowledges and agrees Recipient may receive valuable specialized training and Confidential Information, including, without limitation, Confidential Information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the Tap Trailer System, which are unique and proprietary to Franchisor, derive independent economic value from not being generally known to the public and are the subject of Franchisor's efforts and that are reasonable under the circumstances to maintain their secrecy. Recipient therefore covenants that while employed or engaged by Franchisee, Recipient shall not, either directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any person, or legal entity(i) divert or attempt to divert any present or prospective Tap Trailer customer to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Tap Trailer Marks and the Tap Trailer System, or (ii) own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any business which offers and serves alcoholic beverages and snacks from mobile trailers at celebrations, events and/or festivals or any business which looks like, copies, imitates, or operates with similar trade dress to a Top Trailer Franchised Business.

2.4 **Third Party Beneficiary**. Franchisor is, and shall be and remain, a third party beneficiary of this Agreement and will have the independent right to enforce the terms of this Agreement.

2.5 **No Restriction**. Nothing in this Article 2 is intended to prohibit or restrict any activity which prohibition or restriction violates Recipient's rights to engage in protected concerted activity under the National Labor Relations Act.

3. **GENERAL TERMS**.

3.1 **Injunction**. Recipient recognizes the unique value and secondary meaning attached to the Confidential Information and the elements of the Tap Trailer System and agrees that Recipient's noncompliance with the terms of this Agreement or any unauthorized or improper use of the Confidential Information by Recipient will cause irreparable damage to Franchisor and its franchisees. Recipient therefore agrees that if Recipient should engage in any unauthorized or improper use or disclosure of the Confidential Information, Franchisor and Franchisee, independently, will be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction without notice or the posting of any bond, to prevent any unauthorized or improper use or disclosure of the Confidential Information in addition to any other remedies prescribed by law. Due to the irreparable damage that would result to Franchisor and Franchisee from any violation of this Agreement, Recipient acknowledges and agrees that any claim Recipient believes he or she may have against Franchisor or Franchisee will be deemed to be a matter separate and apart from Recipient's obligations under this Agreement and will not entitle Recipient to violate or justify any violation of the provisions of this Agreement.

3.2 **Heirs and Successors; Entire Agreement**. This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. This Agreement represents the entire understanding between the Parties regarding the subject matter of this Agreement and supersedes all other negotiations, agreements, representations and covenants, oral or written. This Agreement may not be modified except by a written instrument signed by Franchisor and Recipient that expressly modifies this Agreement. The Parties intend this Agreement to be the entire integration of all of their agreements on this subject of any nature regarding the subject matter of this Agreement. No other agreements, representations, promises, commitments or the like, of any nature, exist between the Parties.

3.3 **No Right to Use Tap Trailer Marks or Tap Trailer System**. This Agreement is not a license of any sort, and does not grant Recipient any right to use or to license the use of, the Tap Trailer System, the Tap Trailer Marks or the Confidential Information, which right is expressly reserved by Franchisor.

3.4 **Waiver and Validity**. Failure by Franchisor to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Any waiver, including a waiver of default in any one instance, shall not constitute a continuing waiver or a waiver in any other instance. Any invalidity of any portion of this Agreement shall not affect the validity of the remaining portions and unless substantial performance of this Agreement is frustrated by any such invalidity, this Agreement shall continue in full force and effect.

3.5 **Headings and Gender**. The headings in this Agreement are for purposes of convenience only and shall not be used in construing the provisions of this Agreement. As used in this Agreement, the male gender shall include the female and neuter genders, the singular shall include the plural and the plural, the singular.

3.6 **Attorneys' Fees**. If Franchisor becomes a party to any legal proceedings concerning this Agreement by reason of any act or omission of Recipient, Recipient shall be liable to Franchisor for the reasonable attorneys' fees and court costs incurred by Franchisor in the legal proceedings. If any Party to this Agreement commences any legal proceeding against another Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs of suit.

3.7 **Cumulative Remedies**. Any specific right or remedy set forth in this Agreement, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth herein or allowed or allowable by law.

3.8 **Notices**. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the Parties under this Agreement shall be deemed delivered at the time delivered by hand, one (1) business day after transmission by fax or email (with a confirmation copy sent by regular United States mail), or three (3) days after placement in the United States mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

Any notice or demand to Franchisee shall be given to:

_____
_____
_____

With a copy to:

Tap Trailer Co. Franchising, LLC
13547 Ventura Boulevard, #179
Sherman Oaks, California 91423
Attention: Jennifer Disotell

Any notice or demand to Recipient shall be given to:

_____
_____
_____

Any Party may change its address for the purpose of receiving notices, demands and other communications by a written notice given in the manner set forth above to the other Party.

3.9 **Counterparts and Electronic Transmission; Electronic Signatures**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Agreement with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Agreement. In addition, this Agreement may be signed electronically by the Parties and electronic signatures appearing on this Agreement shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

FRANCHISEE:

_____
A _____

By: _____
Name: _____
Title: _____

RECIPIENT:

_____

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT J
LIST OF FRANCHISEES

TAP TRAILER CO. FRANCHISING, LLC

LIST OF FRANCHISEES
AS OF OCTOBER 19, 2020

List of Current Franchisees

None

List of Current Licensees

OWNER(S)	ADDRESS	CITY	STATE	ZIP	TELEPHONE NUMBER
Dennis Komick and Molly Komick	1301 Oak Avenue	Manhattan Beach	CA	90266	(310) 922-6668
Heather Massel	5902 Catina Street	New Orleans	LA	70124	(504) 710-6493
Dawn McKee	7914 CR 2584	Royce City	TX	75189	(214) 957-0729

List of Transfers

None

Outlets that were Terminated, Not Renewed or Ceased Operations for Other Reasons

None

List of Franchisees Who Signed Agreements but the Locations are not Open

None

IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM.

*Area Developers that have left the system – None.

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

EFFECTIVE DATES

STATE EFFECTIVE DATES

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

This 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:	_____
Illinois:	_____
New York:	_____

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.

TAP TRAILER CO. FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT K
RECEIPTS

RECEIPT

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Tap Trailer Co. Franchising, LLC offers you a franchise, Tap Trailer Co. Franchising, LLC must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this Disclosure Document at the earlier of 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Tap Trailer Co. Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to The Federal Trade Commission, Washington D.C. 20580 and the appropriate State Agency Identified on **Exhibit H**.

The franchisor is Tap Trailer Co. Franchising, LLC, located at 13547 Ventura Boulevard, #179, Sherman Oaks, California 91423; Telephone: (310) 497-3005.

Issuance Date: October 19, 2020.

The name, principal business address and telephone number of each Franchise Seller offering the Franchise: Jennifer Disotell, Nicole Disotell, Cynthia Eskew and Andrew Choi, all at 13547 Ventura Boulevard, #179, Sherman Oaks, California 91423; Telephone: (310) 497-3005; _____
_____

We authorize the persons and/or entities listed on **Exhibit H** to receive service of process for us.

I have received a Disclosure Document dated October 19, 2020. This Disclosure Document includes the following Exhibits:

Exhibit A	Franchise Agreement	Exhibit H	State Administrators and Agents for Service of Process
Exhibit B	Area Development Agreement		
Exhibit C	Confidentiality Agreement for Prospective Franchisees	Exhibit I	Non-Disclosure and Confidentiality Agreement for Employees of Franchisee
Exhibit D	General Release	Exhibit J	List of Franchisees
Exhibit E	State Specific Addenda	EFFECTIVE DATES	
Exhibit F	Franchise Compliance Certificate	Exhibit K	Receipts
Exhibit G	Financial Statements		

_____ _____

Date Franchisee

Please sign this copy of the Receipt, date your signature, and return it to: Jennifer Disotell, 13547 Ventura Boulevard, #179, Sherman Oaks, California 91423; Telephone: (310) 497-3005; jennifer@taptrailerco.com

RECEIPT

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Exhibit F	Franchise Compliance Certificate	Exhibit K	Receipts
Exhibit G	Financial Statements		

_____ _____

Date Franchisee

Keep this copy for your records. This Disclosure Document may be available in several formats including on paper, on a CD, in pdf format or on our website: www.taptrailerco.com/