FRANCHISE DISCLOSURE DOCUMENT

Great Greek Franchising, LLC
A Florida Limited Liability Company
2121 Vista Parkway
West Palm Beach, Florida 33411
(561) 640-5570
info@thegreatgreekfranchise.com
www.thegreatgreekgrill.com

The franchised business is to be an area representative for Great Greek Franchising, LLC, which owns a franchise system that operates fast-casual restaurants specializing in Greek and Mediterranean cuisine under the brand name "The Great Greek Mediterranean Grill®".

The total investment necessary to begin operation of a The Great Greek Mediterranean Grill® area representative franchise is $108,300 to $1,527,300. This includes $100,000 to $1,500,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your area representative agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental 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, please contact a Franchise Development Specialist at 2121 Vista Parkway, West Palm Beach, Florida 33411, (888) 816-6749.

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 an accountant.

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

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

Issuance date: November 10, 2025

How to Use This Franchise Disclosure Document

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

Question	Where To Find Information
How much 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 G
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 E 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 Great Greek Mediterranean Grill® 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 Great Greek Mediterranean franchisee?	Item 20 or Exhibit G 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 restriction. 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 operation a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by arbitration or litigation only in Florida. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate or to litigate with us in Florida than in your own state.

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

THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY

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

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48933
Telephone Number: (517) 373-7117

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EXHIBITS

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

In this disclosure document, "we", "us," the "Company" or "our" refers to Great Greek Franchising, LLC. "You" means the person, including any owner or entity, to whom we grant a franchise.

Our name is Great Greek Franchising, LLC. Our principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. We use the names "Great Greek Franchising, LLC" and "The Great Greek Mediterranean Grill®". We do not intend to use any other names to conduct business.

Our agent for service of process in Florida is Mark D. Nichols, General Counsel, whose business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. Our agents for service of process in other states are disclosed in Exhibit A.

We are a Florida limited liability company. We were formed on December 4, 2017. Our owners are UFG Holdings Group, LLC, a Florida limited liability company whose business address is the same as ours, and TGG Partners, LLC, a Nevada limited liability company whose business address is 10655 Park Run Drive, Suite 130, Las Vegas, Nevada 89144.

We have no predecessors.

Information About Our Business, Area Representatives, and the Franchises Offered

We have offered franchises since January of 2018 and area representative agreements since March 2021. We do not operate businesses of the type being franchised. We do not have any other business activities. We have not offered franchises in other lines of business.

If you meet our requirements, we may award you an Area Representative franchise and permit you to enter into an Area Representative Agreement, attached as Exhibit B to this Disclosure Document to develop and service multiple The Great Greek Mediterranean Grill® franchised businesses located within a designated area ("territory"). An Area Representative will advertise for new franchisees on our behalf, develop and assist franchisees of ours who are operating within your territory, utilize our business systems, formats, methods, specifications, standards, operating procedures, operating assistance, and proprietary marks. Each new unit franchisee will enter into an individual franchise agreement with us, and not the Area Representative.

If you sign a franchise agreement with us, you will develop and operate a fast-casual restaurant specializing in Greek and Mediterranean cuisine under the trade name "The Great Greek Mediterranean Grill®". If you sign a Multi-Unit Development Agreement, you will develop multiple The Great Greek Mediterranean Grill® outlets on an agreed-upon schedule. For each future unit franchise, we will require you to sign our then-current form of franchise agreement, which may be different from the form of franchise agreement included in this disclosure document.

The Area Representative will (i) solicit, recruit, screen and interview prospective franchisees for us ("sales services"); (ii) help us identify and approve locations for franchises ("location services"); (iii) assist the franchisees with real estate and construction issues; and (iv) provide additional operations, training, and field support to The Great Greek Mediterranean Grill® franchisees both before and after they open their The Great Greek Mediterranean Grill® franchised restaurants. The Area Representative will share in a portion of some fees paid to us by the franchisees. Additionally, the Area Representative may, in our discretion, share in certain expenses we incur to enforce or defend franchise agreements in the Area Representative's territory.

An Area Representative must comply with all federal and state franchise laws (described below). You may not offer franchises for sale in a franchise registration state unless we are effectively registered in that state. Your right to sell franchises in a territory are non-exclusive. Therefore, we may recruit prospective franchisees in Area Representative's territory; however, we will not sell franchises for locations in Area Representative's territory. We will turn over to you sales leads that we receive from prospects looking to acquire a The Great Greek Mediterranean Grill® franchise for a location in your territory so that you can pre-qualify the candidate. If we do not approve a franchisee's location until after we sign the franchise agreement, it is possible that you could pre-qualify a franchisee who ultimately selects a location outside of your territory and in another area representative's territory. In that event, the area representative in whose territory the franchisee opens the franchise would receive a portion of the royalty fees paid on account of that franchisee.

We will rely on Area Representatives to solicit, screen, and interview prospective franchisee and to present us with those applicants whom you pre-qualify using our criteria, we will make the final decisions on whether we will sell a franchise to the candidates you present. If we approve the candidate, we and the candidate will sign a franchise agreement. You will not be a party of that contract. However, as our Area Representative, you will provide a variety of site services and support services to the franchisees in your territory.

<u>Market and Competition</u>

The Great Greek Mediterranean Grill® offers its products and services to the general public and competes with other restaurants specializing in Greek and Mediterranean food, restaurants in general, and other food service businesses. The market is developed and very competitive. Sales are not seasonal. You will compete against national restaurant chains, regional chains, and independent owners. Some of these competitors are franchised.

<u>Laws and Regulations</u>

The restaurant industry has certain laws and regulations specific to it. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local health departments administer and enforce laws and regulations that govern food preparation and service, waste disposal, and sanitary conditions. State and local agencies inspect restaurants for compliance with these requirements. Certain provisions of these laws impose limits on emissions resulting from commercial food preparation. Some states have also adopted or are considering proposals to regulate indoor air quality.

The menu labeling provisions of the Patient Protection and Affordable Health Care Act require restaurant chains with 20 or more units to post caloric information on menus and menu boards, and to provide additional written nutrition information to consumers upon request. For smaller chains, some states and local governments may require you to comply with laws relating to the labeling that is included on your menus, menu boards, and related materials. Some state and local authorities have also adopted, or are considering adopting, laws or regulations that would affect the content or make-up of food served in restaurants, such as the level of trans-fat contained in a food item.

If you sell beer and wine, you will need to obtain the applicable required license. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty and cost associated with obtaining a liquor license, the restrictions placed on the manner in which alcoholic beverages maybe sold, and the potential liability imposed by dram shop laws addressing injuries directly and indirectly related to the sale of alcohol and its consumption.

The sale of franchises is governed by rules enacted by the Federal Trade Commission ("FTC"). 16 C.F.R. §§ 436.1 et seq. (the "FTC Rule"). Area Representatives must comply with the disclosure requirements mandated by the FTC Rule. In the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin we are required to register the Franchise Disclosure Document before offering or selling any franchisee in that particular state. Other states may require Area Representatives to register as a franchise broker or subfranchisor. We shall provide you with an electronic copy of our applicable Franchise Disclosure Document, which you shall use to sell franchises for us.

Affiliates

Our affiliate, Franchise Real Estate, Inc. ("Franchise Real Estate") is a real estate services company which was formed in October 2002. Franchise Real Estate's principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. Franchise Real Estate offers real estate services and assistance to our franchisees including demographics, site selection, lease negotiation, construction management, location design and layout, and assistance with obtaining building renovation costs. Franchise Real Estate does not offer and has not offered franchises in this or any other line of business.

None of our other affiliates provides products or services to our franchisees.

We are a member of United Franchise Group, an affiliated group of companies located at 2121 Vista Parkway, West Palm Beach, Florida 33411 whose franchising companies are:

1. **Sign*A*Rama Inc.** ("Signarama"), the world's largest franchisor of retail sign shops that has been in franchising since April 1987, and has 693 locations in 24 countries;

2. **FP Franchising, Inc., d/b/a Fully Promoted** ("Fully Promoted"), a franchisor of retail stores for online marketing services, print marketing and branded products including, embroidered logoed apparel, that has been in franchising since September 2000 and has 289 locations in 9 countries. In January 2017, our affiliate Fully Promoted modified the principal trademark for the retail stores from "EmbroidMe" to "Fully Promoted" and currently has franchises operating as EmbroidMe stores, franchises operating as Fully Promoted stores and franchises in the process of transitioning their operation as EmbroidMe stores to Fully Promoted stores;

3. **Transworld Business Advisors, LLC** ("TBA"), a franchisor of business brokerage agencies that also provide franchise referral lead services that has been franchising since December 2010 and has agencies servicing 500 franchise territories and 1 affiliated territory in 9 countries;

4. **Venture X Franchising, LLC** ("VTX"), a franchisor of co-working, collaborative office facilities that has been franchising since March 2016 and has 67 locations in 7 countries;

5. **Graze Craze Franchising, LLC** ("GCZ"), a franchisor of stores offering grazing and charcuterie style cuisine. It has been franchising since June 2021 and currently has 94 franchise locations and 1 affiliated location in 4 countries;

6. **OE Franchising, LLC** ("OE"), a franchisor of businesses providing shared office services, including live answering service and telephone call management, executive suites, temporary office use, conference and training room use, and co-working/drop in workspace. It has been franchising since May 2022 and currently has 86 locations;

7. **Exit Factor, LLC** ("EXF"), a franchisor of businesses providing business coaching and consulting services to business owners that has been franchising since September 2023 and currently has locations servicing 81 franchised territories and 4 affiliated territories;

8. **IO Franchising, LLC** ("IO"), a franchisor of businesses providing shared office services, virtual offices and communications solutions that has been franchising since February 2024 and currently has 53 locations in 2 countries;

9. **IA Franchising LLC** ("IA"), a franchisor of businesses providing telephone call management and live answering services that has been franchising since June 2025; and

10 **BOT Franchising, LLC** ("BOT") a franchisor of businesses offering tint and automotive restyling, residential and commercial window film installation and marine tinting, audio upgrades, and detailing services that has been franchising since August 2025 and currently has 24 franchise locations and 1 affiliated location.

Please note that United Franchise Group is simply a collection of affiliated distinct franchising-related brands. The brands within United Franchise Group, which offer franchises that sell food products or services to the general public, are collectively known as Big Flavor Brands. United Franchise Group is not an owner or parent company of any kind. Big Flavor Brands and United Franchise Group are simply tradenames for a group of separate and legally distinct franchising and franchising-related brands which are affiliated with one another but separate and distinct business entities.

The principal business address for our affiliates is 2121 Vista Parkway, West Palm Beach, Florida 33411. The location and territory information disclosed above for our affiliates Signarama, Fully Promoted, TBA, VTX, GCZ, OE, EXF, IO, IA, and BOT are as of July 31, 2025.

Except as described above, none of our affiliates offer, and we have not offered, franchises in any other line of business. None of our affiliates operates a business that is similar to The Great Greek Mediterranean Grill®.

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Item 2
BUSINESS EXPERIENCE

<u>Ray Titus</u> – *Chief Executive Officer – West Palm Beach, FL*

- Chief Executive Officer of BOT since June 2025; IA since May 2025; IO since November 2023; CK Franchising, LLC d/b/a Cannoli Kitchen Pizza ("CK"), a franchisor of quick service restaurants in West Palm Beach, FL, from May 2023 to April 2025; EXF since May 2022; OE since April 2022; GCZ since March 2021; Resource Operations International, LLC d/b/a Preveer ("Preveer"), a franchisor of businesses offering to contract out various services in West Palm Beach, FL, from August 2019 to July 2022; Network Lead Exchange, LLC ("NLX"), a franchisor of local chapters that belong to an online business networking site in West Palm Beach, FL, from July 2018 to February 2024; TGG since November 2017; J.S. Subs, LLC ("JSS"), a franchisor of restaurants in West Palm Beach, FL, from April 2015 to June 2022; Experimax Franchising, LLC ("EXM"), a franchisor of retail computer stores that buy, sell, repair and refurbish pre-owned electronics in West Palm Beach, FL from June 2013 to August 2021; Greener Energy, LLC ("SuperGreen"), a franchisor of businesses offering sustainability advisory services, energy auditing, sustainability planning, and energy efficient products and services in West Palm Beach, FL, from October 2010 to December 2020; and Signarama since January 2008.
- Managing Member of VTX since September 2015.
- Manager of TBA since October 2010.
- Chairman of the Board of Fully Promoted since January 2008.

<u>Brady Lee</u> – *Chief Operating Officer – West Palm Beach, FL*

- Chief Operating Officer of BOT since June 2025; IA since May 2025; IO since November 2023; CK from May 2023 to April 2025; EXF since May 2022; OE since April 2022; GCZ since March 2021; TGG, VTX, TBA, Fully Promoted and Signarama since June 2020; NLX from June 2020 to February 2024; Preveer from June 2020 to July 2022; JSS from June 2020 to June 2022; EXM from June 2020 to August 2021; and SuperGreen from June 2020 to December 2020.
- President of GCZ from January 2022 to December 2022; EXM from November 2020 to August 2021; and Accurate Franchising, Inc., a consulting business in West Palm Beach, FL, from January 2019 to June 2020.

<u>Todd Newton</u> – *Chief Financial Officer – West Palm Beach, FL*

- Chief Financial Officer of BOT since June 2025; IA since May 2025; IO since November 2023; CK from May 2023 to April 2025; EXF since May 2022; OE since April 2022; GCZ since March 2021; Preveer from August 2019 to July 2022; NLX from July 2018 to February 2024; TGG since November 2017; VTX since September 2015; JSS from April 2015 to June 2022; EXM from June 2013 to August 2021; TBA since October 2010; SuperGreen from October 2010 to December 2020; and Fully Promoted and Signarama since January 2007.

<u>Robert Andersen</u> – *President – West Palm Beach, FL*

- President of TGG since June 2021.
- Executive Vice President of TGG and JSS from January 2020 to June 2021.

<u>James Butler</u> – *Director of Sales – West Palm Beach, FL*

- Director of Sales of CK from September 2023 to April 2025; TGG since January 2022; GCZ from January 2022 to December 2024; and JSS from January 2022 to June 2022.
- Senior Executive of GCZ since May 2021; TGG since December 2021; and JSS from January 2022 to June 2022.

- President of JSS from September 2018 to December 2021; and TGG from September 2018 to January 2021.

A.J. Titus – ***Senior Executive – West Palm Beach, FL***

- Senior Executive of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ since June 2021; TGG, VTX, TBA and Fully Promoted since November 2020; NLX from November 2020 to February 2024; Preveer from November 2020 to July 2022; JSS from November 2020 to June 2022; and EXM from November 2020 to August 2021.
- President of Signarama since March 2018.

Andrew Titus – ***Senior Executive – West Palm Beach, FL***

- President of Fully Promoted since December 2022.
- Executive Vice President of Signarama since January 2022; Preveer from January 2022 to July 2022; JSS from January 2022 to June 2022; GCZ, NLX, TGG, VTX, TBA and Fully Promoted from January 2022 to December 2022.
- Regional Vice President of GCZ from June 2021 to December 2021; Preveer, NLX, TGG, VTX, JSS, TBA, Fully Promoted and Signarama from March 2020 to December 2021; EXM from March 2020 to August 2021; and SuperGreen from March 2020 to December 2020.

Michael White – ***Chief Development Officer – Durham, NC***

- Chief Development Officer of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ since June 2021; TGG, VTX, TBA, Fully Promoted, and Signarama since November 2020; NLX from November 2020 to February 2024; Preveer from November 2020 to July 2022; JSS from November 2020 to June 2022; and EXM from November 2020 to August 2021.
- President of VTX from January 2022 to June 2023.
- Director of Sales of TBA since August 2024; OE since May 2022; GCZ from June 2021 to December 2021; Preveer from January 2020 to July 2022; NLX from January 2019 to February 2024; Fully Promoted since September 2018; VTX from September 2018 to January 2024; Signarama from September 2018 to December 2023; TGG, JSS, and TBA from September 2018 to December 2021; EXM from September 2018 to August 2021; and SuperGreen from September 2018 to December 2020.

Nick Bruckner – ***Senior Vice President of Sales – West Palm Beach, FL***

- Director of Sales of VTX since January 2024.
- Senior Vice President of Sales of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ since June 2021; Preveer from January 2020 to July 2022; NLX from January 2019 to February 2024; TGG since November 2017; VTX from December 2015 to January 2024; JSS from December 2015 to June 2022; TBA since February 2015; SuperGreen from February 2015 to December 2020; EXM from July 2014 to August 2021; Fully Promoted since October 2004; and Signarama since January 2000.

John Fleming – ***Regional Vice President – Monroe, WA – Western Region***

- Regional Vice President of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ since June 2021; Preveer from January 2020 to July 2022; TGG, VTX, TBA, Fully Promoted and Signarama since April 2019; NLX from April 2019 to February 2024; JSS from April 2019 to June 2022; EXM from April 2019 to August 2021; and SuperGreen from April 2019 to December 2020.

<u>Mark Lewis</u> ***– Regional Vice President – Suwanee, GA – Southeast Region***

- Regional Vice President of BOT and IA since August 2025; IO, EXF, OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since February 2025; and CK from February 2025 to April 2025.
- Business Broker and Managing Partner of Transworld Business Advisors of Lawrenceville & Athens, a TBA franchise in Lawrenceville, GA, from January 2021 to December 2024.
- Regional Vice President of Preveer from January 2020 to January 2021; NLX from January 2019 to January 2021; TGG, VTX, JSS, EXM, TBA, Fully Promoted and Signarama from December 2018 to January 2021; and SuperGreen from December 2018 to December 2020.

<u>Dan Nemunaitis</u> ***– Regional Vice President – Crystal Lake, IL – Midwest Region***

- Regional Vice President of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ since June 2021; Preveer from January 2020 to July 2022; NLX from January 2019 to February 2024; TGG since November 2017; VTX since December 2015; JSS from December 2015 to June 2022; TBA since February 2015; EXM from February 2015 to August 2021; SuperGreen from January 2014 to December 2020; Fully Promoted since December 2013; and Signarama since November 2011.

<u>Evan Opel</u> ***– Regional Vice President – Midlothian, VA – Mid-Atlantic Region***

- Regional Vice President of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since April 2022; and NLX from April 2022 to February 2024.
- Regional Director of Franchise Development of Tommy's Express Carwash, a franchise sales company in Richmond, VA, from July 2022 to March 2023.
- Regional Vice President of GCZ from June 2021 to July 2022; ROI from January 2020 to July 2022; NLX from January 2019 to July 2022; TGG from November 2017 to July 2022; JSS from December 2017 to June 2022; VTX, EXM, TBA, Fully Promoted and Signarama from December 2015 to July 2022; and SuperGreen from December 2015 to December 2020.

<u>Alan Van Campen</u> ***– Regional Vice President – Suwanee, GA – Georgia/Southeast Region***

- Regional Vice President of BOT and IA since August 2025; IO since February 2024; EXF, OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since January 2024; and CK from January 2024 to April 2025.
- Regional Director of Franchise Development of Tommy's Express, a franchisor of car wash businesses in Holland, MI, from May 2023 to January 2024.
- Regional Vice President of GCZ from May 2021 to May 2023; Preveer from January 2020 to July 2022; NLX from January 2019 to May 2023; TGG from November 2017 to May 2023; JSS from November 2017 to June 2022; VTX, TBA, Fully Promoted, and Signarama from October 2017 to May 2023; EXM from October 2017 to August 2021.

<u>Casey Matthews</u> ***– Sales Manager – West Palm Beach, FL***

- Director of Franchise Development of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since December 2022; and NLX from December 2022 to February 2024.
- Development Manager (formerly known as Sales Manager) of Fully Promoted from January 2020 to December 2022; and EXM from January 2020 to August 2021.
- Regional Vice President of TGG, JSS, VTX, SuperGreen, TBA, Fully Promoted and Signarama from January 2019 to January 2020.

Item 3
LITIGATION

A. Pending Litigation:

D&D Greek Restaurant, Inc. v. Great Greek Franchising, LLC, (Case No. 20-09770, U.S. District Court for the Central District of California) Filed on October 30, 2020. The case is based upon alleged prior use of the name “The Great Greek.” A single California business, operating as “The Great Greek Restaurant,” seeks to invalidate the Company’s federally registered trademark; the single unit California business does not have a federal or state trademark. The single unit California business has been in operation since 1984 and operates no other restaurants anywhere in the United States. The single California business has yet to file an opposition to TGG’s trademark with the USPTO. Trial concluded in September 2022, and the parties are awaiting judgment from the Court.

B. Litigation Against Franchisees Commenced in the Past Fiscal Year: None

C. Completed Litigation: None

D. Restrictive Orders:

The following injunctive order relates to Signarama, an affiliate of ours and covers certain directors, officers and employees of Signarama.

Federal Trade Commission, Plaintiff v. Minuteman Press International, Inc., Speedy Sign-A-Rama, USA, Inc., Roy W. Titus and Jeffrey Haber, Defendants (CV 93-2496) Filed on June 4, 1993, in the United States District Court, Eastern District of New York. The Federal Trade Commission complaint alleged that the Defendants violated Section 5(a) of the Federal Trade Commission Act and the Commission’s Franchise Rule (16 CFR Part 436) by falsely representing to prospective franchisees potential gross sales levels and profitability of their franchise units, failing to disclose the obligation to pay a substantial transfer fee upon the resale of the franchise, and by making earnings claims without proper documentation and in contradiction of statements in their disclosure documents. On December 18, 1998, an injunction was filed prohibiting the Defendants excluding Haber from doing the following: A. Making, or assisting in the making of, expressly or by implication, orally or in writing, to any prospective franchisee any statement or representation of past, present or future sales, income, or gross or net profits of any existing or prospective franchisee or group of franchisees, unless at the time of making such representation the defendant possesses written material that provides a reasonable basis for the representation. B. Violating any provision of the Franchise Rule 16 C.F.R. Part 436 or the Rule as it may later be amended and the disclosure requirements of the UFOC in effect at the time. C. Assessing or collecting a transfer/training fee from any franchisee who sells or assigns its franchise unless the selling franchisee received a copy of a disclosure statement indicating that such fee would be charged. D. Failing to monitor and investigate any complaints about compliance with the rule or the injunction. E. To cooperate with the Commission in the enforcement of this injunction.

The following order relates solely to Signarama.

Signarama entered into a consent order with the Securities Commissioner of Maryland in January 1996. The matter is captioned In the Matter of Speedy Sign-A-Rama, USA, Inc. and is Case No. S-95-112. It is alleged in the consent order that Speedy sold 4 franchises in the State of Maryland after its registration under the Maryland Franchise Law had lapsed, and before it was renewed. In settlement of the matter, and while neither admitting nor denying the findings in the order, Speedy agreed to offer rescission to the 4 franchisees, adopt a compliance program intended to avoid unregistered sales and disclose the existence of the order in its franchise disclosure document under the Maryland Franchises Law. All 4 franchisees stayed with Signarama.

The following order relates solely to TGG.

TGG entered into a consent order with the Department of Financial Protection and Innovation of the State of California in August 2021. The matter is captioned In the Matter of: The Commissioner of Financial Protection and Innovation v. Great Greek Franchising, LLC. The Commissioner found that TGG removed a condition of registration that was previously imposed on the franchisor, which required franchisor to defer collection of initial franchise fees until all of its pre-opening obligations were completed and franchisees commenced doing business, without express authorization from the Department, and also failed to indicate the change in the marked copy of the FDD submitted to the Department, in violation of 10 C.C.R. § 310.122.1 and Corporations Code § 31200. Franchisor also collected franchise fees prior to completing its pre-opening obligations and franchisees opening for business, in violation of Corporations Code § 31203. In settlement of the matter, TGG agreed to desist and refrain from the violations of Corporations Code section(s) 31200, 31203, and Rule 310.122.1, pay an administrative penalty, offer rescission to each of the franchisees who were offered and sold a franchise from October 18, 2018, to August 20, 2020, and attend continuing education. As of today, TGG has mailed the rescission offers to the franchisees, paid the administrative penalty, completed the continuing education, and made all payments required under the rescission offer.

The following orders relates solely to TGG, GCZ and UFG:

In March 2022, TGG, GCZ, and UFG entered into consent orders with the State of California, and its Department of Financial Protection and Innovation, as it relates to alleged violations which occurred at a trade show in California. It is alleged in the consent orders that, in October 2021, TGG and GCZ, holding themselves out as members of the UFG affiliated family of brands in a booth during a trade show within the state of California, provided information regarding the franchise offerings without a valid registration or exemption to offer or sell franchises in California. More specifically, a single representative of TGG, GCZ and UFG showed an individual the Graze Craze website and that the same representative made financial performance representations regarding The Great Greek Mediterranean Grill franchise system. Further, the Department concluded that the employee's actions constituted a response to an inquiry regarding GCZ franchise offering, and a later representation by a GCZ representative that all inquiries had been declined was concluded to be untruthful. As required by the consent orders, TGG, GCZ, and UFG agreed to desist and refrain from the violations of Corporations Code section(s) 31110, 31201, and 31204, pay an administrative penalty, send a Notice of Consent Order to TGG franchisees, and contract with an independent monitor for up to three years to assist with developing, implementing, and reviewing policies and procedures of its franchise sale.

Other than these 3 actions, no litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

When you sign your Area Representative Agreement, you must pay us $100,000 to $1,500,000 as the Territory Fee. This fee varies according to the population and market forces in your territory. Prior to executing the Area Representative Agreement, you will be required to pay a $19,500 deposit (commonly referred to as a “binder”) upon signing a Deposit Receipt, a copy of which is attached to this disclosure document as Exhibit C. At least 14 days prior to paying this binder or signing a Deposit Receipt, we will provide you with a copy of this Disclosure Document, together with a copy of all proposed agreements relating to the sale. This binder is fully refundable if you do not purchase a The Great Greek Mediterranean Grill® franchise, except that if you do not sign an area representative agreement and do not ask for your binder to be refunded within three (3) years from the date of execution of the Deposit Receipt, your binder shall become non-refundable. After we receive your binder, we assist you with your search for your location. On the date you enter into your area representative agreement, the binder is applied against the initial franchise fee leaving a remainder of $80,500 to $1,480,500 depending on the territory. The initial franchise fee is non-refundable.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Renewal Fee	$75,000	Upon renewal	Payable if you renew your area representative agreement
Marketing Expenditure	At least $500	Monthly	We have the right to require to you spend at least $500 per month on lead generation and other marketing in your territory.
Software Subscription	Currently, $250 per month	Monthly	We may require you to use certain software as described in Item 11. You pay subscription fees directly to the software supplier, and not to us.

Type of Fee	Amount	Due Date	Remarks
Administrative Fee	$250	On demand	We may charge you $250 as a result of any instance of non-compliance with our system specifications or your area representative agreement in order to offset some of our additional administrative costs associated with your non-compliance. If such non-compliance is ongoing, we may charge you $250 per week until you cease such non-compliance.
Special Support Fee	Our then-current fee, plus our expenses. Currently, $600 per day.	On demand	If we provide in-person support to you in response to your request, or if we provide support to a franchisee in your territory, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Noncompliance Cure Costs and Fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.

Type of Fee	Amount	Due Date	Remarks
Transfer fee	The greater of twenty percent (20%) of the total consideration that you or any affiliate receives from the sale of the Area Representative Business or Fifty Thousand Dollars (US$50,000) and any out of pocket expenses incurred by us including broker fees.	When transfer occurs	Payable if you sell your business.
Indemnity	Our costs and losses from any legal action related to the operation of your area representative business	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your area representative business (unless caused by our misconduct or negligence).
Prevailing Party's Legal Costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are payable only to us and collected by us (other than the marketing expenditure and software subscription charges). All fees are imposed by us. All fees are non-refundable. All fees are uniform, although we reserve the right to change, waive, or eliminate fees for any one or more area representatives as we deem appropriate.

There are no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

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Item 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Territory Fee[1]	$100,000	$1,500,000	Check or wire transfer	Upon signing the Area Representative agreement	Us
Rent, Utilities, Leasehold Improvements, Furniture, Fixtures, Equipment[2]	$0	$4,200	Check, debit, and/or credit	As incurred or when billed	Vendors
Computer, Smartphone, Software, Peripherals, and Office Equipment[3]	$0	$2,500	Check, debit, and/or credit	As incurred or when billed	Vendors
Insurance[4]	$2,200	$6,600	Check	As incurred	Insurance company
Organizational Costs, Licenses, Professional Fees	$500	$2,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, Lodging and Meals for Initial Training	$500	$1,000	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Office Supplies	$100	$1,000	Check, debit, and/or credit	As incurred or when billed	Vendors
Additional Funds (for First Six Months)[5]	$5,000	$10,000	Varies	Varies	Employees, suppliers, utilities
Total[6]	$108,300	$1,527,300			

Item 7 Notes:

1. We determine the amount of the territory fee based on factors described in Item 5. None of the expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. We estimate rent and related costs at zero because we expect you will initially operate as a home-based business or from your existing office.

3. You will need a computer, mobile phone, common office software, peripherals such as printer and scanner, and office equipment. The low end assumes you already possess these items.

4. You are obligated under the Area Representative Agreement to hold certain business insurance policies including comprehensive general liability policy, business automobile liability insurance, and additional policies as may be required under your local laws or ordinances. We also recommend that you obtain hired and non-owned automobile insurance, cyber liability, data security and technology errors and omissions insurance. The amount listed in this table reflects our estimate of basic insurance for your first six months of operation. Your expenses will vary depending on your exact requirements as dictated by your local insurance rates.

5. This includes any other required expenses you will incur before operations begin and during the initial period of operations. It does not include any payroll costs. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the advice of professional consultants regarding area representative businesses.

6. This total does not include the cost of the two (2) franchise units you will be required to open pursuant to a The Great Greek Mediterranean Grill franchise agreement and/or multi-unit development agreement. Those estimated initial costs can be found in the The Great Greek Mediterranean Grill Franchise Disclosure Document offering single unit franchises and multi-unit development agreements.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us, our designee, or from suppliers approved by us, or (2) according to our specifications.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Insurance. You must obtain insurance as described in the area representative agreement and in our Manual, which includes (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an “occurrence” policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (ii) Errors and Omissions coverage in an amount not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (iii) Business Automobile Liability insurance coverage in an amount not less than $1,000,000, (iv) Cyber Liability insurance coverage in an amount not less than $1,000,000,and (v) Workers Compensation coverage as required by state law. Your insurance policies must add us and our affiliates as additional insured.

B. Marketing and Offering Materials. You may only use advertising and marketing materials that we approve or provide. You must use the Franchise Disclosure Document that we provide.

C. Computer software. You must purchase and use the computer software that we specify. See Item 11 for more details.

Use of our Affiliates as Supplier

Neither we nor any affiliate is currently a supplier of any good or service that you must purchase, although we reserve to the right to be a supplier (or the sole supplier) of a good or service in the future.

Ownership of Suppliers

None of our officers owns an interest in any supplier to our area representatives.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the area representative business in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after discussion with our area representatives.

Revenue to Us and Our Affiliates

We currently do not derive revenue from the required purchases and leases by area representatives. However, the area representative agreement does not prohibit us from doing so.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 0% of your total purchases and leases to establish your Area Representative business.

We estimate that the required purchases and leases of goods and services to operate your business are 0% of your total purchases and leases of goods and services to operate your Area Representative business.

Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers based on purchases by you or other area representatives, but the area representative agreement does not prohibit us from doing so.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative for area representatives exists.

Negotiated Arrangements

We do not currently have negotiated purchase arrangements with suppliers, including price terms, for the benefit of area representatives. However, we may do so in the future.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

Item 9
AREA REPRESENTATIVE'S OBLIGATIONS

This table lists your principal obligations under the area representative agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Not applicable	Not applicable
b. Pre-opening purchase/leases	§9.7	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Not applicable	Not applicable
d. Initial and ongoing training	§§ 6.2, 9.5, 9.7, and 9.10	Items 7 and 11
e. Opening	§9.7	Items 7 and 11
f. Fees	§§ 4.1 – 4.3, 6.3, 11.2, 15.2, 16.1, 17.2	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	§§ 4.2, 6.4, 8.7, 9.1, 9.13, 10.1, 10.2, 11.1, 12.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12	Items 13 and 14
i. Restrictions on products/services offered	Article 8	Items 8, 11 and 16
j. Warranty and customer service requirements	Article 9	Item 8
k. Territorial development and sales quotas	Article 7	Item 12
l. Ongoing product/service purchases	Not applicable	Not applicable
m. Maintenance, appearance, and remodeling requirements	Not applicable	Not applicable
n. Insurance	§ 9.14	Items 6, 7 and 8
o. Advertising	§ 9.4	Items 6, 7, 8 and 11

Obligation	Section in Agreement	Disclosure Document Item
p. Indemnification	Article 16	Items 6
q. Owner's participation/management/staffing	§§ 6.2, 9.9, 9.11	Items 15
r. Records and reports	§ 9.4, 9.7, Article 10	Item 11
s. Inspections and audits	§ 10.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§ 3.2	Item 17
v. Post-termination obligations	§ 13.2, 13.3, 14.3	Item 17
w. Non-competition covenants	§ 13.1, 13.2	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

Item 10
FINANCING

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

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

Except as listed below, we are not required to provide you with any assistance.

Our Pre-Opening Obligations

Before you open your business:

1. *Your site.* We do not assist you in (i) locating your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises.

2. *Hiring and training employees*. We do not assist you with hiring and training employees before you open for business. All hiring decisions and conditions of employment are your sole responsibility.

3. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We do not assist you in obtaining equipment, signs, fixtures, opening inventory, or supplies necessary to open your business. We do not provide these items directly. We do not deliver or install these items.

4. *Operating Manual*. We will give you access to our Operating Manual (Section 6.1).

5. *Initial Training Program.* We will conduct our initial training program. (Section 6.1). The current initial training program is described below.

Length of Time to Open

The anticipated length of time between signing the area representative agreement and the opening of your business is thirty (30) days to fifteen (15) months. The primary factors that may affect the time period is scheduling your initial training and whether you are opening up your own The Great Greek Mediterranean Grill® restaurant as a franchisee.

Our Post-Opening Obligations

After you open your business:

1. *Developing products or services you will offer to your customers*. The area representative agreement does not obligate us to assist you in developing new products or services you will offer to your customers.

2. *Hiring and training employees*. We do not assist you with hiring and training employees after you open for business. All hiring decisions and conditions of employment are your sole responsibility.

3. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support to you in response to your request, or if we provide support to a franchisee in your territory, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 6.3).

4. *Establishing prices*. We will determine the fees that we charge to franchisees.

5. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control. (Section 6.4). We may make any such procedures part of required (and not merely recommended) procedures for our system.

6. *Franchise Documentation*. We will maintain our Franchise Disclosure Document and any applicable registrations to offer franchises in your territory (Section 8.1 and Section 8.2).

7. *Referrals*. We will refer to you information received from qualified prospective franchisees who want to open a franchised location in your territory. (Section 9.4)

8. *Awarding Franchises*. We will evaluate each prospective franchisee in your territory that completes our application process, and we will decide whether or not to grant a franchise to each such applicant. (Section 9.4)

9. *Website*. We will maintain a website to market franchise opportunities with The Great Greek Mediterranean Grill®. (Section 6.5)

10. *Initial Training*. We will provide our standard initial training program (at our expense) to new franchisees in your territory.

Advertising

1. *Our obligation*. We will maintain a website to market franchise opportunities with The Great Greek Mediterranean Grill®. The area representative agreement does not obligate us to conduct advertising.

2. *Your own advertising material*. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

3. *Advertising council*. We do not have an advertising council composed of area representatives. The area representative agreement does not give us the power to form an advertising council.

4. *Local or Regional Advertising Cooperatives.* We do not have any local or regional advertising cooperatives for area representatives. The area representative agreement does not give us the power to form cooperatives.

5. *Marketing Fund*. We do not have a Marketing Fund for area representatives.

Point-of-Sale and Computer Systems

We do not require you to buy a point-of-sale system. You will need to own a computer with typical office software (such word processing and spreadsheets) and email, but we do not specify any particular type. We do not have access to your computer.

Operating Manual

See Exhibit F for the table of contents of our Manual as of the date this disclosure document, with the number of pages devoted to each subject and the total number of pages in the Manual .

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Location
Introduction & Orientation	1.25	West Palm Beach
Franchise Foundations & Business Model	2	West Palm Beach
Sales Process & Presentation Skills	3.5	West Palm Beach
Lead Generation & Franchise Development	2.25	West Palm Beach
Client Meetings, Tours, & Discovery Day Preparation	2	West Palm Beach

Subject	Hours of Classroom Training	Location
Systems, Tools, & Administrative Processes	1	West Palm Beach
Deal Structuring & Closing Process	1	West Palm Beach
Legal, Financial, & Compliance	1.25	West Palm Beach
Resales, Conversions, & Territory Planning	2.75	West Palm Beach
Marketing, Trade Shows, & Broker Relations	1.5	West Palm Beach
Vendor & Support Presentations	1.5	West Palm Beach
Total	20	

The instructional materials consist of the Operating Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led by Jim Butler and Robert Andersen at our headquarters in West Palm Beach, Florida. Mr. Butler's experience is described in Item 2. He has 9 years of experience in our industry, and 34 years of experience with us or our affiliates. Mr. Andersen's experience is described in Item 2. He has 15 years of experience in our industry, and 6 years of experience with us or our affiliates.

There is no fee for the Principal Executive, described in Item 15, to attend training.

You must attend training. You may have up to three (3) additional people attend the training. You must complete training to our satisfaction at least one week before opening your business.

We do not currently require additional training programs or refresher courses, but we have the right to do so.

As a franchisee you shall also be expected to attend the franchisee training which is as follows:

LEVEL 1

Subject	Hours of Classroom Training	Location
Introduction/Orientation	2	West Palm Beach
Intro to Business Operations	2	West Palm Beach
Menu Review	1	West Palm Beach
Vendor Ordering Process	1	West Palm Beach
Brand Awareness	.75	West Palm Beach
Goal Setting	1	West Palm Beach
Labor Management/Scheduling	3	West Palm Beach
Food Cost Management/Inventory	5.5	West Palm Beach
Local Marketing	2	West Palm Beach
ADP	1	West Palm Beach
Personnel	3	West Palm Beach
Vendor Relations	1	West Palm Beach

Subject	Hours of Classroom Training	Location
Basic Equipment Maintenance and Repair	1	West Palm Beach
Front of House Management	1.5	West Palm Beach
Intro to Financials	1	West Palm Beach
Financial Management	1.5	West Palm Beach
Point of Sale System & Cash Accountability	2	West Palm Beach
Hot Line	1.5	West Palm Beach
Cold Line	1.5	West Palm Beach
Safety and Sanitation	3	West Palm Beach
Cyber Security	1	West Palm Beach
Opening/Closing	1.5	West Palm Beach
Business Management System	3	West Palm Beach
Driving Sales 1 & 2	3	West Palm Beach
Training & Development	1.5	West Palm Beach
Walter Bond	2	West Palm Beach
Company Culture	2	West Palm Beach
Community Involvement	1	West Palm Beach
60 Second Commercial	2	West Palm Beach
Sales & Marketing	2	West Palm Beach
Next Steps	1	West Palm Beach
Customer Service 1 & 2	4	West Palm Beach
Total Level 1	60.25	

LEVEL 2

Subject	Classroom Hours	On-The-Job Hours	Location
Cashier, Point of Sale, Customer Service, Closing Checklist, Expediter, Restaurant Management Systems, Manager Certification	0	40	St. Rose/Craig/Downtown
Health Code and Food Handling Procedures, Protein, Sauce, Appetizer, Dessert and Vegetable Prep, Dessert Prep	0	32	St. Rose
Charbroiler, Gyro Broiler, Fryer,	0	32	St. Rose/Downtown
Salad Station, Line Setup, Grill Setup & Execution	0	40	St. Rose/Downtown
Total Level 2	0	144	

Nanette Salva is our Level 1 training instructor. She began with TGG in March 2018 as a Trainer and Business Advisor and has worked in the restaurant industry for over 30 years.

Brian Dugas is our Level 2 training instructor. He began with TGG in January 2024 as a Level 2 Trainer and has worked in the QSR industry for over 17 years. His experience has included Front of House Operations Director & Kitchen Manager for Chick Fil A for 5 years and a thirteen-year tenure with In-N-Out Burger which included managerial responsibility for numerous restaurants.

You and your general manager must attend our “Level 1” training and “Level 2” training at our headquarters and a Certified Training Restaurant.

Item 12
TERRITORY

Your Location

We anticipate that you will manage your area representative business from your home or from a small office setting. Your primary residence (and primary office, if you have one) must be located in your territory.

Grant of Territory

Your area representative agreement will specify a territory.

Relocation

You may relocate your business at any time, so long as you remain in your territory. You do not have the right to change your territory.

Establishment of Additional Outlets

You do not have the right to establish additional franchised outlets or expand into additional territory.

Options to Acquire Additional Area Representative Businesses

You do not receive any options, rights of first refusal, or similar rights to acquire additional area representative businesses.

Limited Exclusivity; Solicitation by Us in Your Territory

We grant you a protected territory. In your territory, we will not license or franchise another party to act as our area representative.

There are no restrictions on us from soliciting or accepting prospective franchisees inside your territory. We reserve the right to use all sales channels, such as the internet, telemarketing, or other direct marketing sales, to solicit prospective franchisees within your territory using our principal trademarks or using trademarks different from the ones you will use under your area representative agreement. However, we will not sell franchises for locations in your territory.

The continuation of your territorial protection depends on you complying with a Minimum Development Schedule that is negotiated and agreed to in your area representative agreement. If you fail to do so, we may (i) fashion any remedy which we deem appropriate in order to complete and maintain the development of the territory; (ii) require you to attend additional training at your sole cost and expense; (iii) reduce your compensation from franchise royalties that we collect from franchisees in your territory until you comply with the development schedule, (iv) reduce your territory, and/or (v) terminate your agreement.

Soliciting by You Outside Your Territory

You will not receive any compensation for the sale of franchises outside of your territory.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the area representative agreement does not prohibit us from doing so.

Item 13
TRADEMARKS

Principal Trademark

The Area Representative Agreement allows you to use the proprietary trademarks, service marks, trade names, trade dress and commercial symbols (collectively, the "Marks") we designate. You may not use any of the Marks as part of your corporate or business entity name. We are the owner of the Marks listed below for which we have a federal registration. All required affidavits for registration have been filed. We also claim common law trademark rights for all the Marks you will use in the operation of your Business.

Trademark	**Registration Date**	**Principal/ Supplemental Register**	**Registration Number**
THE GREAT GREEK MEDITERRANEAN GRILL (Word Mark)	September 26, 2017	Supplemental	5298597
GREAT GREEK (Word Mark)	January 21, 2020	Principal	5964545
THE GREAT GREEK Mediterranean Grill	July 28, 2020	Principal	6110411

Trademark	Registration Date	Principal/ Supplemental Register	Registration Number
THE GREAT GREEK Mediterranean Grill	July 28, 2020	Principal	6110410
THE GREAT GREEK Mediterranean Grill	July 28, 2020	Principal	6110409
THE GREAT GREEK Mediterranean Grill	July 28, 2020	Principal	6110408

The Marks have not yet been renewed; however, we intend to renew the registrations and file all appropriate affidavits for the Marks at the times required by law.

Determinations

There are currently no effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. Other than the litigation disclosed below, there are no pending infringement, opposition, or cancellation proceedings.

Litigation

D&D Greek Restaurant, Inc. v. Great Greek Franchising, LLC, (Case No. 20-09770, U.S. District Court for the Central District of California) Filed on October 30, 2020. The case is based upon alleged prior use of the name "The Great Greek." A single California business, operating as "The Great Greek Restaurant," seeks to invalidate the Company's federally registered trademark; the single unit California business does not have a federal or state trademark. The single unit California business has been in operation since 1984, and operates no other restaurants anywhere in the United States. The single California business has yet to file an opposition to TGG's trademark with the USPTO. Trial concluded in September 2022, and the parties are awaiting judgment from the Court. Other than the litigation disclosed, we do not know of prior superior rights or infringing uses that could materially affect the franchisees' use of the principal tradename.

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise.

Protection of Rights

We are not required to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense and/or indemnify you. The area representative agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The area representative agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. Under the area representative agreement, we may require you to modify or discontinue using a trademark, at your expense.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Modifying or Discontinuing the Mark

If we require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace signs, supplies, fixtures and equipment, and make other modifications we designate as necessary to adapt your area representative business for the new or modified Marks. These changes may require additional investment to conform your area representative business to changes to the Marks and other System modifications. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Operating Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your area representative business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The area representative agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Operating Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Operating Manual and other proprietary information, and you must use our confidential information only for your area representative business. We may require your manager and employees to sign confidentiality agreements.

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

You must personally devote full-time and best efforts to the direct operation of your business.

If you are the sole owner of the business, then you are deemed the "Principal Executive". If the business is owned through a corporation or limited liability company, you must designate one person as your "Principal Executive". The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The Principal Executive must own at least 50% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 3 to Exhibit B).

When your business performs services for a franchisee, we may require the Principal Executive to personally conduct "on-premises" supervision.

Subject to then-current law, if requested by Great Greek Franchising, you will cause your key employees to sign Great Greek Franchising's then-current form of non-compete agreement and confidentiality agreement, which currently is the same as or similar to the Confidentiality and Nondisclosure Agreement attached as Exhibit J, maintaining confidentiality of our trade secrets and other proprietary information described in Item 14 and to abide by the non-compete covenants described in Item 17, which are valid for two years after the termination of their employment. We do not require you place any other restrictions on your manager.

Item 16
RESTRICTIONS ON WHAT THE AREA REPRESENTATIVE MAY SELL

You will act as our representative in the marketing of The Great Greek Mediterranean Grill® franchises in your territory and soliciting prospective franchisees in your territory. In all franchise sales and support activities, you must follow our procedures and all laws and regulations. We (and not you) enter into the franchise agreement with franchisees in your territory. We do not restrict your access to prospective franchisees in your territory.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE AREA REPRESENTATIVE RELATIONSHIP

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

Provision	Section in Area Representative Agreement	Summary
a. Length of the franchise term	§ 3.1	10 years from date of agreement
b. Renewal or extension of the term	§ 3.2	You may obtain a successor area representative agreement for one additional 10-year term.
c. Requirements for franchisee to renew or extend	§ 3.2	For our system, "renewal" means that at the end of your term, you sign our successor area representative agreement for one additional 10-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance; sign then-current form of area representative agreement; pay renewal fee; agree to reasonable additional development schedule; sign general release (unless prohibited by applicable law).

Provision	Section in Area Representative Agreement	Summary
d. Termination by franchisee	§ 14.1	If we fail to make payments we owe to you and do not cure such failure within 30 days after notice from you; if we violate a material provision of the area representative agreement and fail to cure or to make substantial progress toward curing the violation within 60 days after notice from you.
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	§ 14.2	We may terminate your area representative agreement for cause, subject to any applicable notice and cure opportunity.
g. "Cause" defined--curable defaults	§ 14.2	Violate area representative agreement other than non-curable default (30 days to cure).
h. "Cause" defined--non-curable defaults	§ 14.2	Misrepresentation when applying to be an area representative; knowingly submitting false information; bankruptcy; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; cease operations for more than 15 consecutive days; charged or accused of an act that reflects unfavorably on brand or convicted or pleads no contest to a felony; slander or libel of us or a franchisee; failure to meet minimum development schedule; three defaults in 12 months; cross-termination; termination of another agreement between you (or your affiliate) and us (or our affiliate).
i. Area Representative's obligations on termination/non-renewal	§§ 14.3	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business.
j. Assignment of agreement by franchisor	§ 15.1	Unlimited

Provision	Section in Area Representative Agreement	Summary
k. “Transfer” by franchisee - defined	Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the area representative agreement, (iii) direct or indirect ownership interest of any portion of the business, or (iv) control of the business.
l. Franchisor’s approval of transfer by franchisee	§ 15.2	No transfers without our approval.
m. Conditions for franchisor’s approval of transfer	§ 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer signs our then-current area representative agreement, and its owners sign guaranty; you are in compliance with the agreement; buyer completes training program; you sign a general release.
n. Franchisor’s right of first refusal to acquire franchisee’s business	§ 15.5	If you want to transfer your business, we have a right of first refusal.
o. Franchisor’s option to purchase franchisee’s business	Not Applicable	
p. Death or disability of franchisee	§§ 2.4; 15.4	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to a third party within nine months.
q. Non-competition covenants during the term of the franchise	§ 13.2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, or be engaged or employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	§ 13.2	For two years, no ownership or employment by a competitor operating in your former territory, or the territory of any The Great Greek Mediterranean Grill® business operating on the date of termination.
s. Modification of the agreement	§ 18.4	No modification or amendment of the area representative agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.

Provision	Section in Area Representative Agreement	Summary
t. Integration/merger clause	§ 18.3	Only the terms of the area representative agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and area representative agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	§§ 17.1; 17.5	The locale for any arbitration proceeding will be Palm Beach County, Florida. Any injunctive relief proceedings must be brought exclusively in the 15th Judicial Circuit Court in and for Palm Beach County, Florida (subject to state law). Mediation will occur in your home state
w. Choice of law	§ 18.8	Florida (subject to applicable state law).

For additional disclosures required by certain states, refer to <u>Exhibit H - State Addenda to Disclosure Document</u>.

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any 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 Mark D. Nichols, Esq., General Counsel, 2121 Vista Parkway, West Palm Beach, FL 33411, 561-640-5570, the Federal Trade Commission and the appropriate state agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary*
For years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Area Representatives	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	0	0

* An "Outlet" refers to an area representative business (as opposed to a franchised business).

Table 2
Transfers of Outlets from Area Representatives to New Owners*
(other than the Franchisor)
For years 2022 to 2024

State	Year	Number of Transfers
Total	2022	0
	2023	0
	2024	0

* An "Outlet" refers to an area representative business (as opposed to a franchised business).

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Table 3
Status of Area Representative Outlets*
For years 2022 to 2024

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations (Other Reasons)	Outlets at End of the Year
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

* An "Outlet" refers to an area representative business (as opposed to a franchised business).

Table 4
Status of Company-Owned Outlets*|
For years 2022 to 2024

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Totals	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

* An "Outlet" refers to an area representative business (as opposed to a franchised business). We have never owned or operated an area representative business or outlet.

Table 5
Projected Openings as of January 1, 2025*

State	Area Representative Agreements Signed but Outlet Not Opened	Projected New Area Representative Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	0	0
Arkansas	0	0	0
California	0	0	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
DC	0	0	0
Florida	0	0	0
Georgia	0	0	0
Hawaii	0	0	0

State	Area Representative Agreements Signed but Outlet Not Opened	Projected New Area Representative Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Idaho	0	0	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	0
New Mexico	0	0	0
New York	0	0	0
N. Carolina	0	0	0
N. Dakota	0	0	0
Ohio	0	0	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	0	0
Rhode Island	0	0	0
S. Carolina	0	0	0
S. Dakota	0	0	0
Tennessee	0	0	0
Texas	0	0	0
Utah	0	0	0
Vermont	0	0	0
Virginia	0	0	0
Washington	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
Total	0	0	0

* An “Outlet” refers to an area representative business (as opposed to a franchised business).

Current Area Representatives

Exhibit G contains the names of all current area representatives (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Area Representatives

Exhibit G contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every area representative who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the area representative agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Clauses

In the last three fiscal years, no area representatives have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former area representative from discussing his or her personal experience as an area representative in our system with any prospective area representative.

Organizations

There are no trademark-specific area representative organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

Exhibit E contains our audited financial statements dated April 30, 2023, April 30, 2024, and April 30, 2025. Our fiscal year end is April 30.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Area Representative Agreement (with Guaranty and Non-Compete Agreement)
C. Deposit Receipt
D. General Release Agreement
I. State Addenda to Area Representative Agreement

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document as Exhibit M.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA	Registered Agent: California Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 Telephone: (866) 275-2677 State Administrator: Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, CA 94104-4428 Telephone: (866) 275-2677
CONNECTICUT	Banking Commissioner - Department of Banking Securities and Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 Telephone: (860) 240-8299
FLORIDA	Registered Agent: Mark D. Nichols General Counsel 2121 Vista Parkway West Palm Beach, FL 33411 State Administrator: Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800
HAWAII	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 Telephone: (808) 586-2722
ILLINOIS	State of Illinois – Franchise Bureau Office of Attorney General 500 S. Second Street Springfield, IL 62701 Telephone: (217) 782-4465

INDIANA	Registered Agent: Indiana Secretary of State 201 State House 200 W. Washington Street Indianapolis, IN 46204 Telephone: (317) 232-6531 State Administrator: Indiana Securities Division 302 W. Washington St., Rm. E-111 Indianapolis, IN 46204 Telephone: (317) 232-6681
MARYLAND	Registered Agent: Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202 State Administrator: Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202
MICHIGAN	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 Telephone: (517) 373-7117
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-3165 Telephone: (651) 539-1600
NEW YORK	Registered Agent: New York Secretary of State 99 Washington Avenue Albany, NY 12231 State Administrator: New York State Department of Law Investor Protection Bureau 28 Liberty St., 21st Floor New York, NY 10005

NORTH DAKOTA	North Dakota Securities Department Securities Commissioner 600 East Boulevard Avenue State Capitol, Fourteenth Floor Department 414 Bismarck, ND 58505-0510 Telephone: (701) 328-4712
RHODE ISLAND	State of Rhode Island Dept. of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex, Building 69-1 Cranston, RI 02910
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 Telephone: (605) 773-3563
TEXAS	Secretary of State P.O. Box 12887 Austin, TX 78711
VIRGINIA	Registered Agent: Clerk of the State Corporation Commission 1300 E. Main Street, 1ST Floor Richmond, VA 23219 Telephone: (804) 371-9733 State Administrator: State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 Telephone: (804) 371-9051
WASHINGTON	Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501 Telephone: (360) 902-8760
WISCONSIN	Wisconsin Securities Commission 345 W. Washington Ave., Fourth Floor Madison, WI 53703 Telephone: (608) 266-1064

EXHIBIT B

AREA REPRESENTATIVE AGREEMENT

AREA REPRESENTATIVE AGREEMENT

Dated: ______________________, 20___

SUMMARY PAGE		
1.	**Area Representative**	________________________________
2.	**Territory Fee**	________________________________
3.	**Territory**	________________________________
4.	**Principal Executive**	________________________________
5.	**Address**	________________________________

AREA REPRESENTATIVE AGREEMENT

This Agreement is made between Great Greek Franchising, LLC, a Florida limited liability company ("Great Greek Franchising"), and ______________________________ ("Area Representative") effective as of the date signed by Great Greek Franchising (the "Effective Date").

Background Statement:

A. Great Greek Franchising and its affiliates own a system (the "System") for developing and operating fast casual restaurants specializing in Greek and Mediterranean cuisine under the trade name "The Great Greek Mediterranean Grill®" (a "Unit"), and (2) developing and operating an area representative business to sell and support franchisees of The Great Greek Mediterranean Grill®.

B. The System includes (1) methods, procedures, and standards for developing and operating a The Great Greek Mediterranean Grill® business, (2) plans, specifications, equipment, signage and trade dress for The Great Greek Mediterranean Grill® businesses (3) particular products and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (7) other mandatory or optional elements as determined by Great Greek Franchising from time to time.

C. Great Greek Franchising appoints certain persons who meet its standards and qualifications and who are willing to undertake special efforts (the "Area Representatives") to act as Great Greek Franchising's representative in a specific territory with respect to sales of The Great Greek Mediterranean Grill® franchises ("Unit Franchises") and support of The Great Greek Mediterranean Grill® franchisees ("Franchisees").

D. The parties desire that Great Greek Franchising license the Marks and the System to Area Representative for Area Representative to develop and operate an Area Representative Business in the Territory on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by Great Greek Franchising.

"**Business**" means The Great Greek Mediterranean Grill® area representative business owned by Area Representative and operated under this Agreement.

"**Competitor**" means (1) any business which offers or operates fast casual restaurants that specialize in Greek and Mediterranean foods, and (2) any area representative business of another franchise system.

"**Confidential Information**" means all non-public information of or about the System, Great Greek Franchising and any The Great Greek Mediterranean Grill® business, including all methods for developing and operating the Business and Units, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, franchisee data, information and know-how.

"Franchise Offering Documents" means the franchise disclosure document and related or ancillary agreements necessary to offer or sell The Great Greek Mediterranean Grill® franchises, and to register the franchises in compliance with state and federal franchise or business opportunity laws.

"**Initial Franchise Fee**" means the payment specifically named as such in a Franchisee's franchise agreement. It does not include any other payments that may be made by a Franchisee to Great Greek Franchising before or after the Franchisee opens, such as training fees or purchases of inventory, tools, and supplies.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Great Greek Franchising's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means Great Greek Franchising's confidential Operating Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Marks**" means the mark "The Great Greek Mediterranean Grill®" and all other trade names, trademarks, service marks and logos specified by Great Greek Franchising from time to time for use in a The Great Greek Mediterranean Grill® business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Area Representative. If Area Representative is an individual person, then "Owner" means Area Representative.

"**Royalty Fee**" means the payment specifically named as such in a Franchisee's franchise agreement. It does not include any other payments that may be made by a Franchisee to Great Greek Franchising such as marketing fund contributions or training fees.

"**System Standards For Area Representatives**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System related to Area Representatives, as determined by Great Greek Franchising including without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, equipment, inventory, management, marketing and public relations, presentation of Marks, reporting, franchise sales techniques, franchisee support, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

"**System Standards For Units**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System related to Units, as determined by Great Greek Franchising, including without limitation, procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design (such as construction, decoration, layout, furniture, fixtures and signs), equipment, inventory, management, marketing and public relations, operating hours, presentation of Marks, product and service offerings, quality of products and services, reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

"**Territory**" means the territory stated on the Summary Page.

"**Transfer**" means for Area Representative (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest of the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Great Greek Franchising grants to Area Representative the right to operate a The Great Greek Mediterranean Grill® Area Representative Business solely in the Territory. Area Representative shall develop, open and operate the Business in the Territory for the entire term of this Agreement.

2.2 Territory. In the Territory, Great Greek Franchising shall not establish, nor license the establishment of another Area Representative business. Great Greek Franchising retains the right to:

(A) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than The Great Greek Mediterranean Grill® Area Representative businesses or retail business.

(B) solicit prospective Franchisees and support Franchisees in the Territory directly or through other third parties, so long as (A) such activities do not prevent Area Representative from meeting its obligations under this Agreement, and (B) any sales leads for a Unit Franchise to be located in the Territory are provided to Area Representative;

(C) receive inquiries from prospective Franchisees interested in establishing a Unit Franchise;

(D) own and operate Units itself or through affiliates anywhere outside of the Territory;

(E) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere; such transactions may include (but are not limited to) arrangements involving competing outlets and brand conversions to or from The Great Greek Mediterranean Grill® System; and

(F) take any other action that Great Greek Franchising is not expressly prohibited from taking under this Agreement.

2.3 Area Representative Control. Area Representative represents to Great Greek Franchising that Attachment 1 (i) identifies each owner, officer and director of Area Representative, and (ii) describes the nature and extent of each owner's interest in Area Representative.

2.4 Principal Executive. Area Representative agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Area Representative. The Principal Executive must have at least 50% ownership interest in Area Representative. The Principal Executive must participate in the direct operation of the Business and must devote substantial time and attention to the Business. When services are performed for a franchisee, Great Greek Franchising may require the Principal Executive to personally conduct "on-premises" supervision. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Area Representative, or otherwise ceases to be the executive primarily responsible for the Business, Area

Representative shall promptly designate a new Principal Executive, subject to Great Greek Franchising's reasonable approval.

2.5 Guaranty. If Area Representative is an entity, then Area Representative shall have each Owner sign a personal guaranty of Area Representative's obligations to Great Greek Franchising, in the form of Attachment 3.

2.6 No Conflict. Area Representative represents to Great Greek Franchising that Area Representative and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for ten (10) years.

3.2 Successor Agreement. When the term of this Agreement expires, Area Representative may enter into a successor agreement for one additional period of ten (10) years, subject to the following conditions prior to renewal:

(A) Area Representative notifies Great Greek Franchising of the election to renew between 180 and 365 days prior to the end of the term;

(B) Area Representative complied with the Development Schedule and otherwise did not default under this Agreement during the initial term;

(C) Area Representative and Great Greek Franchising mutually agree on a reasonable schedule for additional development of Units in the Territory;

(D) Area Representative executes Great Greek Franchising's then-current standard form of area representative agreement, which may be materially different than this form, except that Area Representative will not pay another territory fee and will not receive another renewal or successor term;

(E) Area Representative pays a renewal fee of $75,000; and

(F) Area Representative and each Owner executes a general release (on Great Greek Franchising's then-standard form) of any and all claims against Great Greek Franchising its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4. FEES PAYABLE TO GREAT GREEK FRANCHISING

4.1 Territory Fee. Upon signing this Agreement, Area Representative shall pay to Great Greek Franchising the territory fee in the amount stated on the Summary Page. This territory fee is not refundable.

4.2 Administrative Fee. Great Greek Franchising may charge Area Representative $250 in connection with any instance of non-compliance with the System Standards or this Agreement as an administrative fee in order to offset some of the additional administrative costs associated with Area Representative's non-compliance. If such non-compliance is ongoing, Great Greek Franchising may charge Area Representative $250 per week until Area Representative ceases such non-compliance. This fee is a reasonable estimate of

Great Greek Franchising's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Area Representative's breach. This fee is in addition to all of Great Greek Franchising's other rights and remedies (including default and termination under Section 14.2).

ARTICLE 5. COMPENSATION OF AREA REPRESENTATIVE

5.1 Sources. So long as Area Representative is not in default of this Agreement, Great Greek Franchising will pay Area Representative the following amounts from payments actually received by Great Greek Franchising from Franchisees in the Territory:

(A) One-Half (1/2 or 50%) of Initial Franchise Fees; and

(B) One-Half (1/2 or 50%) of Royalty Fees.

If Great Greek Franchising does not actually receive payment from a Franchisee in the Territory for any reason, then Great Greek Franchising shall not owe any portion thereof to Area Representative. Great Greek Franchising has no obligation to compensate Area Representative for any payments received from Franchisees outside of the Territory. Great Greek Franchising has no obligation to pay compensation to Area Representative based on any fees or payments received from Franchisees (or from any other source) other than those specifically described in this Section.

5.2. Payment Terms. During the term of this Agreement, Great Greek Franchising will pay Area Representative the amounts stated in Section 5.1 with respect to revenues collected in any given calendar month within 15 days after the end of such month.

5.3 Setoffs. If Area Representative (or any affiliate thereof) owes any amount to Great Greek Franchising then Great Greek Franchising may deduct such amount from compensation Great Greek Franchising owes Area Representative. Area Representative (or its affiliates) has no right to withhold payments due Great Greek Franchising on account of its breach or alleged breach of this Agreement, and has no right to offset any amount due Great Greek Franchising against any obligation that Great Greek Franchising may owe Area Representative.

5.4 Refunds. If Great Greek Franchising refunds or returns all or any portion of a fee paid to it by a Unit Franchise in the Territory, then Area Representative must reimburse Great Greek Franchising the total amount that was paid to Area Representative by Great Greek Franchising of said fee.

5.5 Authority. Great Greek Franchising has the sole and absolute authority to determine whether or not to charge particular fees, whether or not to pursue collection efforts on unpaid fees, what type of collection efforts to utilize, and whether to waive, write-off or forgive payments due from Franchisees in the Territory. Great Greek Franchising has the sole and absolute discretion to apply payments received from a Franchisee against any debt owed to Great Greek Franchising regardless of any designation by the payor.

5.6 Collections. If Great Greek Franchising incurs any costs of collection with respect to amounts owed by Franchisee's in the Territory, such costs shall be deducted from payments received from a Franchisee before calculating Area Representative's share.

5.6 Broker Commissions. Any broker commissions and other costs of sales incurred by Great Greek Franchising shall be deducted from payments received from a Franchisee before calculating Area Representative's share.

5.7 No Income from System. Unless expressly authorized by Great Greek Franchising in writing (which Great Greek Franchising may withdraw at any time), Area Representative shall not directly or indirectly solicit or accept any payment or other type of compensation (including real estate commissions, discounts, rebates or the like) from Franchisees or any other party in connection with selling, providing, brokering or assisting in the sale of goods or services to Franchisees, or otherwise in connection with the Business or the System.

5.8 Units Owned by Area Representative.

(A) If Area Representative (or any affiliate thereof) signs a franchise agreement and operates a Unit, Area Representative (or its affiliate) shall pay in full all fees required thereunder to Great Greek Franchising and such Unit shall not be considered a Unit Franchise for purposes of Section 5.1 (i.e., Great Greek Franchising shall not pay Area Representative any portion of fees received from Area Representative or its affiliate under a franchise agreement).

ARTICLE 6. ASSISTANCE

6.1 Manual. Great Greek Franchising shall make its Manual available to Area Representative.

6.2 Training Program. Great Greek Franchising shall make available its standard Unit training to the Principal Executive, at Great Greek Franchising's headquarters and/or at a The Great Greek Mediterranean Grill® business designated by Great Greek Franchising. Great Greek Franchising shall not charge any fee for this training. Area Representative is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. The Principal Executive must complete the initial training program to the satisfaction of Great Greek Franchising.

6.3 Advice, Consulting, and Support. If Area Representative requests, Great Greek Franchising will provide advice to Area Representative (by telephone or electronic communication) regarding improving and developing Area Representative's Business, and resolving operating problems Area Representative encounters, to the extent Great Greek Franchising deems reasonable. If Great Greek Franchising provides in-person support in response to Area Representative's request, or if Great Greek Franchising provides in-person support to a Franchisee in the Territory, Great Greek Franchising may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

6.4 Procedures. To the extent it deems appropriate, Great Greek Franchising will provide Area Representative with Great Greek Franchising's recommended administrative, bookkeeping, and accounting procedures. Great Greek Franchising may make any such procedures part of required (and not merely recommended) System Standards for Area Representative.

6.5 Website. Great Greek Franchising will maintain a website to market franchise opportunities with The Great Greek Mediterranean Grill®.

6.6 Franchisee Initial Training Program. Great Greek Franchising will provide its initial training program to Franchisees. Great Greek Franchising has sole discretion over the content, length, location, and other aspects of the initial training program.

ARTICLE 7. DEVELOPMENT SCHEDULE

7.1 Minimum Development. Area Representative's rights under this Agreement are contingent on Area Representative causing at least the number of Unit Franchises described on the development schedule attached as Attachment 2 (the "Minimum Development Schedule") to open and continue operating in the Territory. Units owned by Great Greek Franchising and Units owned by Area Representative (or any affiliate thereof) will count towards the Minimum Development Schedule. Area Representative agrees that the Minimum Development Schedule is a fair and reasonable time frame for the development of Unit Franchises in the Territory.

7.2 Unit Closures. If any Unit Franchise in the Territory closes for any reason (including termination or expiration of a franchise agreement), and such closure causes Area Representative to be in violation of the Minimum Development Schedule, Area Representative shall have six months from the date of closure to cause a replacement Unit to open in the Territory.

7.3 Exceeding Minimum Development Obligations. Area Representative may cause more Unit Franchises to develop and open in the Territory than specified by the Minimum Development Schedule. The sale and opening of Unit Franchises in excess of the minimum number required in any year will be credited to any subsequent year.

7.4 Remedies. If Area Representative fails to meet the Minimum Development Schedule, then Great Greek Franchising will have the right, in its sole discretion, to exercise any one or more of the following remedies:

(A) fashion any remedy which Great Greek Franchising deems appropriate in order to complete and maintain the development of the Territory;

(B) require Area Representative to attend additional training at its sole cost and expense;

(C) reduce Area Representative's compensation from franchise royalties that Great Greek Franchising collects from Franchisees in the Territory during any period that Area Representative is not in compliance with its obligations under the Minimum Development Schedule;

(D) reduce the Territory to an area that Great Greek Franchising deems appropriate, which may result in ending Area Representative's rights to service and receive Royalty Compensation from some Unit Franchises that were formerly in the Territory; and/or

(E) terminate this Agreement in accordance with Section 14.2(b).

ARTICLE 8. COMPLIANCE

8.1 Franchise Offering Documents. Great Greek Franchising offers Unit Franchises through the Franchise Offering Documents. Area Representative shall review and become familiar with all Franchise Offering Documents. Great Greek Franchising may amend or revise Franchise Offering Documents at any time in its sole discretion. Great Greek Franchising will promptly provide copies of any amended or revised Franchise Offering Documents to Area Representative.

8.2 Registration. If Area Representative activities require the preparation, amendment, registration or filing of any Franchise Offering Documents or other documents under applicable franchise, business opportunity, or similar laws, then Area Representative shall not solicit prospective Franchisees until Great Greek Franchising has: (i) registered the franchise in the applicable jurisdictions; (ii) provided Area Representative with the Franchise Offering Documents necessary for it to solicit prospective Franchisees; and (iii) notified Area Representative that the registration is in effect. Area Representative must stop soliciting prospective Franchisees immediately at any time after notice from Great Greek Franchising that the registration of the franchise is not then in effect or the Franchise Offering Documents is not in compliance with applicable law. Great Greek Franchising shall prepare the Franchise Offering Documents and file any materials to be registered with any state regulatory agency, at its own expense.

8.3 Delays. If for 90 or more consecutive days (1) Great Greek Franchising has not completed the annual update of the Franchise Disclosure Document by the legal deadline, or (2) if Great Greek Franchising is required, but has not filed applications to offer and sell Unit Franchises in any state in the Territory that requires franchise sales registration by the applicable deadline, then the Minimum Development Schedule will be modified to provide Area Representative with additional time (on a pro rata basis) for to comply with the Minimum Development Schedule.

8.4. Information Requirements. Area Representative shall comply with and assist Great Greek Franchising to comply with all applicable legal requirements for the offering and sale of franchises in the Territory. Among other things, Area Representative agrees to provide to Great Greek Franchising all information requested by Great Greek Franchising to prepare and maintain all Franchise Offering Documents, and to sign and return to Great Greek Franchising all documents requested by Great Greek Franchising in connection with the Franchise Offering Documents.

8.5 Broker Registration. Area Representative (and, if necessary, its owners, officers, and employees) will register and/or obtain licensure as a franchise broker, real estate broker, business broker or otherwise in any jurisdiction in which it is required to do so, and maintain such registrations or licenses throughout the term of this Agreement, at its own cost and expense. Area Representative shall not solicit prospective Franchisees until any such required registration or license is effective and Area Representative has provided proof thereof to Great Greek Franchising.

8.6 Third Party Brokers. Area Representative shall not engage or utilize any franchise brokers without Great Greek Franchising 's prior written approval. Any such brokers must comply with all of Great Greek Franchising 's applicable policies and procedures, and execute any broker agreement required by Great Greek Franchising.

8.7. Compliance. Area Representative shall comply with all applicable federal and state laws, rules and regulations governing the offering of franchises in the Territory. Area Representative will comply with all System Standards for Area Representatives. Without limiting the generality of the foregoing, Area Representative shall:

(A) furnish to prospective Franchisees only the Franchise Offering Documents designated by Great Greek Franchising including the then-current form of franchise disclosure document authorized by Great Greek Franchising for use within the Territory, along with such promotional material approved by Great Greek Franchising;

(B) comply with all requirements for timing of delivery of the Franchise Offering Documents and obtaining and delivering to Great Greek Franchising the original signed acknowledgment of receipt for each franchise disclosure document delivered to any prospective franchisee;

(C) make no representations or other statements that conflict with any of the information contained in the franchise disclosure document delivered to the prospective Franchisee;

(D) make no earnings claims, financial performance representations or projections (including comments on any projections prepared or provided by prospective Franchisees), and provide no information with regard to sales, revenues, income, costs or expenses relating to any Unit unless in accordance with applicable law and the provisions of the franchise disclosure document to be provided to prospective Franchisees;

(E) promptly notify Great Greek Franchising of any material information or event may require disclosure in the franchise disclosure document;

(F) use, display, publish and distribute for purposes of soliciting prospective Franchisees, only advertising, marketing and promotional materials that Great Greek Franchising has approved as acceptable for use in the Territory;

8.8 Franchise Agreements. Area Representative has no authority to make any changes, additions or deletions of any kind to the Franchise Agreement, nor to negotiate any terms or conditions of a Franchise Agreement. Area Representative has no authority to enter into Franchise Agreements on behalf of itself or Great Greek Franchising. Franchise Agreements and any ancillary agreements are not binding on Great Greek Franchising until Great Greek Franchising executes the same, and Great Greek Franchising can refuse to do so in its sole discretion.

ARTICLE 9. DUTIES OF THE AREA REPRESENTATIVE

9.1 Compliance with Manual and System Standards. Area Representative shall at all times and at its own expense comply with all System Standards for Area Representatives, all applicable System Standards for Units, and with all other mandatory obligations contained in the Manual.

9.2 Compliance with Law. Area Representative and the Business shall comply with all laws and regulations. Area Representative and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business.

9.3 Fulfillment of Franchisor's Duties. Area Representative shall fulfill the obligations of Great Greek Franchising under the Franchise Agreement for each Franchisee in the Territory, except for obligations which Great Greek Franchising expressly reserves to itself.

9.4 Recruiting Franchisees.

(A) Generally. Area Representative shall advertise for, recruit, solicit and screen prospects for Unit Franchises within the Territory according to the standards, policies and procedures of Great Greek Franchising All advertising and marketing activities (including lead generation services) of Area Representative are subject to the prior approval of Great Greek Franchising Area Representative shall institute all required advertising and marketing in the Territory that Great Greek Franchising reasonably requires, at Area Representative's expense.

(B) Referrals. Great Greek Franchising shall refer to Area Representative all information received from qualified prospective Franchisees who want to operate Unit Franchises within the Territory. Area Representative shall send to Great Greek Franchising all information that Area Representative receives from prospective Franchisees who want to operate Unit Franchises outside of the Territory.

(C) Brokers. Area Representative shall utilize any brokers or sales agents designated by Great Greek Franchising.

(D) Required Marketing. Great Greek Franchising has the right to require Area Representative spend an amount determined by Great Greek Franchising (not to exceed $500 per month) on marketing to prospective Franchisees via lead generation portals and other marketing systems approved or designated by Great Greek Franchising.

(E) Application Process. Area Representative shall use only the application forms and other documents specified by Great Greek Franchising (the "Application") for each prospect that wants to purchase a Unit Franchise (an "Applicant"). Great Greek Franchising may require Area Representative, at its own expense, to complete the solicitation and background investigation of such Applicant and all character profiles and other procedures Great Greek Franchising requires from time to time. Area Representative shall maintain records of all contacts with all prospects for Unit Franchises regardless of whether the prospect rises to the level of an Applicant. Area Representative shall provide to Great Greek Franchising written progress reports as requested from time to time. Area Representative shall promptly submit all Applications for Unit Franchises that Area Representative receives to Great Greek Franchising.

(F) Approval of Applicants. Great Greek Franchising shall evaluate all Applicants and shall determine (in its sole discretion) whether or not to grant a Unit Franchise to an Applicant.

9.5. Franchise Training. Great Greek Franchising shall be the primary provider of franchise training to Franchisees in the Territory. Upon written notice to Area Representative, Area Representative shall cooperate with Great Greek Franchising in providing training to Franchisees in the Territory as needed.

9.6 Site Selection and Development. Great Greek Franchising or its designated affiliate shall be the exclusive service provider with respect to site selection, lease negotiation, construction, build-out, and development.

9.7 Franchise Support and Supervision. Area Representative shall provide operational support and supervision to Franchisees in the Territory (i) in the same manner and at least to the same extent as Great Greek Franchising provides to Franchisees in areas without an area representative, and (ii) in accordance with the directions, standards and requirements of Great Greek Franchising Area Representative shall use reasonable efforts to assist all Franchisees in the Territory to comply with System Standards for Units and their franchise agreements, properly represent the System, and are financially successful. Area Representative shall give prompt, courteous and efficient service to Franchisees, and to be governed by the highest ethical standards of fair dealing and honesty when dealing with the public and all members of the System in order to preserve and enhance the identity, reputation and goodwill built by the System. Area Representative shall not single out any Franchisee in the Territory for special consideration or treatment without reasonable justification. Area Representative's support and supervision of Unit Franchises in the Territory shall include, but not be limited to (A) consultation and assistance with regard to the commencement of business operations of the Unit Franchise; (B) providing supplemental and on-going general training, updates and assistance on all material aspects of the operation of the Unit Franchise, as required by Great Greek Franchising (C) periodic and regular telephone calls, emails, and visits to monitor operations of the Unit Franchises; (D) periodic contacts with customers and clients of each Unit Franchise; (E) advising Franchisees regarding procedures, recruitment, advertising and promotion, and financial analysis, (F) investigating and resolving customer complaints, and (G) conducting inspections and reporting such inspections to Great Greek Franchising.

9.8 Personnel. Area Representative is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Area Representative is solely responsible for paying its personnel. Area Representative is solely responsible for all actions of its personnel. Area Representative and Great Greek Franchising are not joint employers, and no employee of Area Representative will be an agent or employee of Great Greek Franchising.

9.9 Products and Programs. Area Representative shall use the equipment, products, supplies, materials, and software programs required by Great Greek Franchising at the expense of Area Representative.

9.10 Training and Meetings. The Principal Executive and any other employees of Area Representative shall attend and complete such ongoing training as The Great Greek Mediterranean Grill® may require, at Area Representative's expense. The Principal Executive shall attend all in-person meetings and remote meetings (such as telephone conference calls) that Great Greek Franchising requires, including any national or regional brand conventions.

9.11 Prohibited Practices. Area Representative shall not: (i) engage in any practice which would tend to give preference to or show commercial favoritism toward any Franchisee over any other Franchisee; (ii) enter into any relationships with a Franchisee in the Territory or others that may result in a conflict of interest with Area Representative's obligations as hereunder; or (iii) provide any financing or financial assistance to any Franchisee nor potential Franchisee, including (but not limited to) loans, guarantees, purchasing equipment or products, or otherwise.

9.12 Active Participation. Area Representative acknowledges that the Business is not a passive investment, but rather is a business that is dependent upon Area Representative's independent efforts, business judgment, initiative, administrative, leadership and other skills, as well as market conditions. Area Representative shall cause the Principal Executive to (i) devote substantial time to the Business, (ii) familiarize himself or herself thoroughly with the standards and methods of operation under the System, (iii) render assistance to and cooperate with Great Greek Franchising and other Area Representatives and Franchisees, (iv) devote best efforts to fulfill the Minimum Development Schedule, comply with all obligations hereunder, and assist all Franchisees in the Territory to attain commercial success.

9.13 Closed Unit Franchises. Area Representative shall assist Great Greek Franchising without charge to reopen, sell or permanently de-image any Units in the Territory that close during the term of this Agreement.

9.14 Insurance.

(A) Area Representative shall obtain and maintain insurance policies in the types and amounts as specified by Great Greek Franchising in the Manual. If not specified in the Manual, Area Representative shall maintain at least the following insurance coverage:

(i) Errors and Omission liability insurance in an amount not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit;

(ii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit;

(iii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,000,000;

(iv) Cyber Liability Insurance, with limits not less than \$1,000,000; and

(v) Workers Compensation coverage as required by state law.

(B) Area Representative's policies must list Great Greek Franchising as an additional insured and the policies must stipulate that Great Greek Franchising shall receive a 30-day prior written notice of cancellation. Area Representative shall provide Certificates of Insurance evidencing the required coverage to Great Greek Franchising prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of Great Greek Franchising.

9.15 Public Relations. Area Representative shall not make any public statements (including giving interviews or issuing press releases) regarding The Great Greek Mediterranean Grill®, the Business, or any particular incident or occurrence related to the Business, without Great Greek Franchising 's prior written approval (which will not be unreasonably withheld).

9.16 Association with Causes. Area Representative shall not in the name of the Business or The Great Greek Mediterranean Grill® (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without Great Greek Franchising 's prior written approval (which will not be unreasonably withheld).

9.17 Headquarters Location. Area Representative may change its business address if it gives at least 30 days prior written notice to Great Greek Franchising The primary business address must be in the Territory. The Principal Executive must live in the Territory.

9.18 Identification. Area Representative must identify itself as the independent owner of the Business at all times, and in such manner as Great Greek Franchising may specify.

9.19 Business Practices. Area Representative, in all interactions with Franchisees, customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Area Representative shall comply with any code of ethics or statement of values from Great Greek Franchising Area Representative shall not take any action which may injure the goodwill associated with the Marks.

9.20 Store Startup Program. Area Representative shall implement franchisee store startup program, including: operational training and marketing assessments.

9.21 Operation and Training Knowledge. Area Representative shall maintain a high level of knowledge and skill in all areas of operations and training.

9.22 Communication with Operations Manager. Area Representative shall communicate with Great Greek Franchising's Operations Manager and other necessary personnel throughout the opening process sharing the status of opening related milestones, potential delays or other opening related issues and works with the Operations Manager to develop plan of action to address deficiencies and ensure brand standards are met.

9.23 Restaurant Visits. Area Representative shall visit all franchisee restaurants within the Territory at least two (2) times a year.

9.24 Consultation. Area Representative shall consult with franchisees to ascertain and define need or area of opportunity and determine scope of investigation required to obtain solution.

9.25 Advise and Follow-Ups. Area Representative shall advise Great Greek Franchising's Support Department on issues identified through communication with franchisees and follow up with franchisees on behalf of Great Greek Franchising's Support Department.

9.26 Brand Compliance Data. Area Representative shall compile brand compliance data and helps franchisees upgrade their image.

9.27 Regional Meetings. Area Representative shall assist Great Greek Franchising with planning regional meetings.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Area Representative shall use such Franchisee data management, customer data management, sales data management, administrative, bookkeeping, and accounting procedures and systems as Great Greek Franchising may specify in the Manual or otherwise in writing.

10.2 Reports.

(A) Financial Reports. Area Representative shall provide such periodic financial reports regarding Area Representative's Business as Great Greek Franchising may require in the Manual or otherwise in writing.

(B) Legal Actions and Investigations. Area Representative shall promptly notify Great Greek Franchising of any Action or threatened Action by any Franchisee or other third party against Area Representative or the Business, or otherwise involving the Area Representative or the Business. Area Representative shall provide such documents and information related to any such Action as Great Greek Franchising may request.

(C) Other Information. Area Representative shall submit to Great Greek Franchising such other financial statements, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Great Greek Franchising may reasonably request.

(D) Communications. Area Representative shall keep accurate records concerning all transactions and communications between Great Greek Franchising Area Representative and Franchisees.

(E) Review. Great Greek Franchising shall have the right at all reasonable hours to examine all records of Area Representative related to the Business. Area Representative shall keep such records for at least five years after the termination or expiration of this Agreement.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by Great Greek Franchising Great Greek Franchising may supplement, revise, or modify the Manual, and Great Greek Franchising may change, add or delete System Standards for Units and System Standards for Area Representatives at any time in its discretion. Great Greek Franchising may inform Area Representative thereof by any method that Great Greek Franchising deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, Great Greek Franchising 's master copy will control.

11.2 Great Greek Franchising's Right to Cure. If Area Representative breaches or defaults under any provision of this Agreement, Great Greek Franchising may (but has no obligation to) take any action to cure the default on behalf of Area Representative, without any liability to Area Representative. Area Representative shall reimburse Great Greek Franchising for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.3 Business Data. All non-public data generated by the Business is Confidential Information and is exclusively owned by Great Greek Franchising hereby licenses such data back to Area Representative without charge solely for Area Representative's use in connection with the Business for the term of this Agreement.

11.4 Innovations. Area Representative shall disclose to Great Greek Franchising all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, "Innovations") conceived or developed by Area Representative, its employees, agents or contractors. Great Greek Franchising will automatically own all Innovations, and it will have the right to use and incorporate any Innovations into the System, without any compensation to Area Representative.

11.5 Communication Systems. If Great Greek Franchising provides email accounts and/or other communication systems to Area Representative, then Area Representative acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Area Representative authorizes Great Greek Franchising to access such communications.

11.6 Delegation. Great Greek Franchising may delegate any duty or obligation of Great Greek Franchising under this Agreement to an affiliate or to third party.

11.7 System Variations. Great Greek Franchising may vary or waive any System Standard for any one or more The Great Greek Mediterranean Grill® Unit Franchises or Area Representatives due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or area representative. Area Representative is not entitled to the same variation or waiver.

11.8 Decisions Regarding the System. Anything in this Agreement to the contrary notwithstanding, Great Greek Franchising has the sole right and discretion to make any and all decisions regarding the System, including without limitation to (i) approve applicants as Franchisees and grant franchises, (ii) negotiate any terms of a Franchise Agreement, including discounted fees and royalties, (iii) authorize a Unit opening; (iv) approve (or reject) vendors, (v) take any action (or no action) with respect to a breach of a Franchise Agreement or violation of the System by a Franchisee, (vi) terminate a Franchisee, or (vii) modify the System.

ARTICLE 12. MARKS

12.1 Authorized Marks. Area Representative shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Area Representative shall use all Marks specified by Great Greek Franchising and only in the manner as Great Greek Franchising may require. Area Representative has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Area Representative and any goodwill associated with the Marks, including any goodwill arising due to Area Representative's operation of the Business, will inure to the exclusive benefit of Great Greek Franchising.

12.2 Change of Marks. Great Greek Franchising may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Great Greek Franchising makes any such change, Area Representative must comply with the change, at Area Representative's expense.

12.3 Infringement.

(A) Defense of Area Representative. If Area Representative has used the Marks in accordance with this Agreement, then (i) Great Greek Franchising shall defend Area Representative (at Great Greek Franchising's expense) against any Action by a third-party alleging infringement by Area Representative's use of a Mark, and (ii) Great Greek Franchising will indemnify Area Representative for expenses and damages if the Action is resolved unfavorably to Area Representative.

(B) Infringement By Third Party. Area Representative shall promptly notify Great Greek Franchising if Area Representative becomes aware of any possible infringement of a Mark by a third party. Great Greek Franchising may, in its sole discretion, commence or join any claim against the infringing party.

(C) Control. Great Greek Franchising shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Area Representative shall (a) adhere to all procedures prescribed by Great Greek Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by Great Greek Franchising (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Area Representative acknowledges that all Confidential Information is owned by Great Greek Franchising (except for Confidential Information which Great Greek Franchising licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(A) Restriction – In Term. During the term of this Agreement, neither Area Representative, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor.

(B) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor operating in any of Area Representative's Territory or the territory of any The Great Greek Mediterranean Grill® business operating on the date of expiration, termination or transfer, as applicable.

(C) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Great Greek Franchising Area Representative agrees that the existence of any claim it may have against Great Greek Franchising shall not constitute a defense to the enforcement by Great Greek Franchising of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 Employee Recruitment. During the term of this Agreement and for one year after termination, transfer, or expiration of this Agreement, Area Representative shall not knowingly employ or seek to employ or engage as an independent contractor any person then employed by Great Greek Franchising or any of its affiliates.

13.4 Employees. If requested by Great Greek Franchising Area Representative will cause its employees and independent contractors to sign Great Greek Franchising's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

13.5. Non-Disparagement. During the term of this Agreement and for two years after termination, transfer, or expiration of this Agreement, Area Representative shall at no time make any derogatory statements about or otherwise disparage, defame, impugn or damage the reputation of integrity of the others, including Great Greek Franchising and other Great Greek Franchising franchisees in the System, provided that nothing contained herein will preclude You from providing truthful information in response to compulsory legal process. You shall not, and to use Your best efforts to cause any of Your agents, employees or affiliates to not, disparage or otherwise speak or write negatively, directly or indirectly, of Great Greek Franchising, Great Greek Franchising's affiliates, and Great Greek Franchising's franchisees, or which would subject Great Greek Franchising, Great Greek Franchising's affiliates, or Great Greek Franchising's franchisees to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of those parties.

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Area Representative. Area Representative may terminate this Agreement only if (i) Great Greek Franchising fail to make payments owed to Area Representative and does not cure such failure within 30 days after notice from Area Representative, or (ii) Great Greek Franchising violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 60 days after receiving written notice from Area Representative detailing the alleged default. Termination by Area Representative is effective 10 days after Great Greek Franchising receives written notice of termination.

14.2 Termination by Great Greek Franchising

(A) Subject to 30-Day Cure Period. If Area Representative breaches this Agreement in any manner not described in subsection (a) or (c), and fails to cure such breach to Great Greek Franchising 's satisfaction within 30 days after Great Greek Franchising gives notice to Area Representative of such breach, then Great Greek Franchising may terminate this Agreement.

(B) Without Cure Period. Great Greek Franchising may terminate this Agreement by giving notice to Area Representative, without opportunity to cure, if any of the following occur:

(i) Area Representative misrepresented or omitted material facts when applying to be an area representative, or breaches any representation in this Agreement;

(ii) Area Representative knowingly submits any false report or knowingly provides any other false information to Great Greek Franchising;

(iii) a receiver or trustee for the Business or all or substantially all of Area Representative's property is appointed by any court, or Area Representative makes a general assignment for the benefit of Area Representative's creditors or Area Representative makes a written statement to the effect that Area Representative is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Area Representative, or a petition in bankruptcy is filed by Area Representative, or such a petition is filed against or consented to by Area Representative and the petition is not dismissed within 45 days, or Area Representative is adjudicated as bankrupt;

(iv) Area Representative or any Owner violates Sections 8.7 and 9.2 (compliance with laws and regulations), Section 13.1 (confidentiality), Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(v) Area Representative abandons or ceases operation of the Business for more than 15 consecutive days without the prior written consent of Great Greek Franchising

(vi) Area Representative or any Owner is accused by any governmental authority or third party of any act that in Great Greek Franchising's opinion is reasonably likely to materially and unfavorably affect Great Greek Franchising's brand, or is charged with, pleads guilty to, or is convicted of a felony;

(vii) Area Representative or any Owner slanders or libels Great Greek Franchising or any Franchisee, or any of their respective employees, directors, or officers;

(viii) Area Representative fails to meet the Minimum Development Schedule;

(ix) Area Representative has received two or more notices of default and Area Representative commits another breach of this Agreement, all in the same 12-month period; or

(x) Great Greek Franchising (or any affiliate) terminates any other agreement with Area Representative (or any affiliate) due to the breach of such other agreement by Area Representative (or its affiliate).

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Area Representative must immediately:

(A) return to Great Greek Franchising all copies of the Manual, Confidential Information and any and all other materials provided by Great Greek Franchising to Area Representative or created by a third party for Area Representative relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;

(B) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Area Representative's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Great Greek Franchising or any new area representative as may be directed by Great Greek Franchising and Area Representative hereby irrevocably appoints Great Greek Franchising with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing;

(C) cease doing business under any of the Marks; and

(D) cease the Business.

14.4 Other Claims. Termination of this Agreement by Great Greek Franchising will not affect or discharge any claims, rights, causes of action or remedies which Great Greek Franchising may have against Area Representative, whether arising before or after termination.

ARTICLE 15. TRANSFERS

15.1 By Great Greek Franchising. Great Greek Franchising may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Great Greek Franchising may undergo a change in ownership and/or control, without the consent of Area Representative.

15.2 By Area Representative. Area Representative acknowledges that the rights and duties set forth in this Agreement are personal to Area Representative and that Great Greek Franchising entered into this Agreement in reliance on Area Representative's business skill, financial capacity, personal character, experience and business ability. Accordingly, Area Representative shall not conduct or undergo a Transfer without providing Great Greek Franchising at least 60 days prior notice of the proposed Transfer, and without obtaining Great Greek Franchising's consent. In granting any such consent, Great Greek Franchising may impose conditions, including, without limitation, the following:

(A) Great Greek Franchising receives a transfer fee equal to twenty percent (20%) of the total consideration that you or any affiliate receives from the sale of the Area Representative Business or Fifty Thousand U.S. Dollars ($50,000), whichever is greater, plus any broker fees and other out-of-pocket costs incurred by Great Greek Franchising;

(B) the proposed assignee and its owners have completed Great Greek Franchising's area representative application process, meet Great Greek Franchising's then-applicable standards for new area representatives, and have been approved by Great Greek Franchising to be an area representative;

(C) the proposed assignee is not a Competitor;

(D) if requested by Great Greek Franchising the proposed assignee executes Great Greek Franchising's then-current form of area representative agreement and any related documents, which form may contain materially different provisions;

(E) Area Representative is not in default or breach of this Agreement;

(F) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;

(G) the proposed assignee and its owners and employees undergo such training as Great Greek Franchising may require; and

(H) Area Representative, its Owners, and the transferee and its owners execute a general release of Great Greek Franchising in a form satisfactory to Great Greek Franchising.

15.3 Transfer for Convenience of Ownership. If Area Representative is an individual, Area Representative may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to Great Greek Franchising if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Area Representative provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Great Greek Franchising (3) Area Representative owns all voting securities of the corporation or limited liability company, and (4) Area Representative provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Area Representative (or, if Area Representative is an entity, the Owner with the largest ownership interest in Area Representative), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by Great Greek Franchising within nine months after death or incapacity. Such transfer must comply with Section 15.2 and Section 15.5.

15.5 Great Greek Franchising's Right of First Refusal. Before Area Representative (or any Owner) engages in a Transfer (except under Section 15.3), Great Greek Franchising will have a right of first refusal, as set forth in this Section. Area Representative (or its Owners) shall provide to Great Greek Franchising a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of Great Greek Franchising's receipt of such copy, Great Greek Franchising will have the right, exercisable by notice to Area Representative, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that Great Greek Franchising may substitute cash for any other form of payment). If Great Greek Franchising does not exercise its right of first refusal, Area Representative may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense or Delegation. Area Representative has no right to sublicense the Marks or any of Area Representative's rights under this Agreement, or to delegate any of its obligations to any third party.

15.7 No Lien on Agreement. Area Representative shall not grant a security interest in this Agreement to any person or entity. If Area Representative grants an "all assets" security interest to any lender or other secured party, Area Representative shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Area Representative shall indemnify and defend (with counsel reasonably acceptable to Great Greek Franchising its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Great Greek Franchising and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business, including any action or omission by Area Representative directly or indirectly related to, or alleged to arise out of (i) violation of this Agreement by Area Representative, (ii) violation of franchise offering and sales law by Area Representative, or (iii) actions or omissions by Area Representative towards Franchisees. Notwithstanding the foregoing, Area Representative shall not be obligated to indemnify an Indemnitee from claims arising as a result of any Indemnitee's intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption by Great Greek Franchising. An Indemnitee may elect to assume the defense of any Action subject to this indemnification and control all aspects of defending the Action (including negotiations and settlement), at Area Representative's expense. Such an undertaking shall not diminish Area Representative's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(A) Disputes Subject to Arbitration. Except as expressly provided in subsection (c), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(B) Location. The place of arbitration shall be the city and state where Great Greek Franchising's headquarters are located.

(C) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(D) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for Great Greek Franchising to comply with laws and regulations applicable to the sale of franchises.

(E) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, Great Greek Franchising and Area Representative will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages authorized by federal statute. In no event shall the damages awarded to Area Representative (including attorney fees) exceed the amount of the Territory Fee.

17.3 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) for indemnity under Article 16, or (ii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where Great Greek Franchising's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where Great Greek Franchising's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Area Representative is not a subfranchisor and expressly acknowledges that it does not have the right to grant, sell or negotiate the sale of a franchise. Great Greek Franchising is not a fiduciary of Area Representative. Great Greek Franchising does not control or have the right to control Area Representative or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect Great Greek Franchising's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Great Greek Franchising has no liability for Area Representative's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Area Representative, Great Greek Franchising and Great Greek Franchising's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Great Greek Franchising in its area representative disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Great Greek Franchising's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Florida (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Area Representative, addressed to Area Representative at the notice address set forth in the Summary Page; and (B) if to Great Greek Franchising addressed to 2121 Vista Parkway, West Palm Beach, Florida 33411. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, Great Greek Franchising may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Joint and Several Liability. If two or more people sign this Agreement as "Area Representative", each will have joint and several liability.

18.11 No Offer and Acceptance. Delivery of a draft of this Agreement to Area Representative by Great Greek Franchising does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Area Representative and Great Greek Franchising.

ARTICLE 19. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Area Representative acknowledges the following:

(1) Area Representative understands all the information in Great Greek Franchising Name's area representative disclosure document (the "Disclosure Document").

(2) Area Representative understands the success or failure of the Business will depend in large part upon Area Representative's skills, abilities and efforts and those of the persons Area Representative employs, as well as many factors beyond Area Representative's control.

(3) That no person acting on Great Greek Franchising's behalf made any statement or promise regarding the costs involved in operating a The Great Greek Mediterranean Grill® area representative business that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document, and Area Representative is not relying on any such statement or promise.

(4) That no person acting on Great Greek Franchising's behalf made any claim or representation to Area Representative, orally, visually, or in writing, that contradicted the information in the Disclosure Document, and Area Representative is not relying on any such claim or representation.

(5) That no person acting on Great Greek Franchising's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Area Representative may earn, or the total amount of revenue The Great Greek Mediterranean Grill® area representative business will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document, and Area Representative is not relying on any such statement or promise.

(6) That no person acting on Great Greek Franchising's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or

assistance that is contrary to, or different from, the information contained in the Disclosure Document, and Area Representative is not relying on any such statement or promise.

(7) Area Representative understands that this Agreement contains the entire agreement between Great Greek Franchising and Area Representative concerning The Great Greek Mediterranean Grill® area representative business, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Area Representative is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

Agreed to by:

Great Greek Franchising, LLC

By: ______________________________
Print Name/Title**:** ______________________
Date: ______________________________

Area Representative:

Signature:___________________________
Print Name: __________________________
Date: ______________________________

Signature:___________________________
Print Name: __________________________
Date: ______________________________

Corporate Name (If Applicable):

By: ______________________________
Print Name/Title: ______________________
Date: ______________________________

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Area Representative Agreement pursuant to:

________ Illinois
________ Indiana
________ Maryland
________ Minnesota
________ New York
________ North Dakota
________ Rhode Island
________ Washington
________ Other

ATTACHMENT 1 TO AREA REPRESENTATIVE AGREEMENT

OWNERSHIP INFORMATION

Area Representative:____

Trade Name (if different from above): ____

Form of Ownership
(Check One)

____ **Partnership** ____ **Corporation** ____ **Limited Liability Company**

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: ____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners:

Name	Address	Percentage of Stock

Use additional sheets if necessary. Any and all changes to the above information must be reported to Great Greek Franchising in writing.

Owners:

Signature:______________________________
Print Name: ____________________________
Date: __________________________________

Signature:______________________________
Print Name: ____________________________
Date: __________________________________

Signature:______________________________
Print Name: ____________________________
Date: __________________________________

Signature:______________________________
Print Name: ____________________________
Date: __________________________________

ATTACHMENT 2 TO AREA REPRESENTATIVE AGREEMENT

MINIMUM DEVELOPMENT SCHEDULE

Time Period	Minimum Number of The Great Greek Mediterranean Grill® Outlets to Open in the Territory During Time Period	Cumulative Minimum Number of The Great Greek Mediterranean Grill® Outlets to be Operating on Last Day of Time Period Until Last Day of Next Time Period

ATTACHMENT 3 TO AREA REPRESENTATIVE AGREEMENT

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this “Guaranty”) is executed by the undersigned person(s) (each, a “Guarantor”) in favor of Great Greek Franchising, LLC, a Florida limited liability company (“Great Greek Franchising”).

Background Statement: ______________________ (“Area Representative”) desires to enter into an Area Representative Agreement with Great Greek Franchising for the operation of a The Great Greek Mediterranean Grill® area representative business (the “Area Representative Agreement”; capitalized terms used but not defined in this Guaranty have the meanings given in the Area Representative Agreement). Guarantor owns an equity interest in Area Representative. Guarantor is executing this Guaranty in order to induce Great Greek Franchising to enter into the Area Representative Agreement.

Guarantor agrees as follows:

1. <u>Guaranty</u>. Guarantor hereby unconditionally guarantees to Great Greek Franchising and its successors and assigns that Area Representative shall pay and perform every undertaking, agreement and covenant set forth in the Area Representative Agreement and further guarantees every other liability and obligation of Area Representative to Great Greek Franchising whether or not contained in the Area Representative Agreement. Guarantor shall render any payment or performance required under the Area Representative Agreement or any other agreement between Area Representative and Great Greek Franchising upon demand from Great Greek Franchising Guarantor waives (a) acceptance and notice of acceptance by Great Greek Franchising of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Area Representative; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Area Representative or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Area Representative arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that Great Greek Franchising make demand upon, assert claims against or collect from Area Representative or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Area Representative or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. <u>Confidential Information</u>. With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by Great Greek Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Great Greek Franchising (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Area Representative Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by Great Greek Franchising or its affiliates (except for Confidential Information which Great Greek Franchising licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to Great Greek Franchising This Section will survive the termination or expiration of the Area Representative Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Area Representative Agreement, Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Area Representative Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor operating in any of Area Representative's Territory or the territory of any The Great Greek Mediterranean Grill® business operating on the date of expiration, termination or transfer, as applicable.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Area Representative Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Great Greek Franchising Guarantor agrees that the existence of any claim it or Area Representative may have against Great Greek Franchising shall not constitute a defense to the enforcement by Great Greek Franchising of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Employee Recruitment. During the term of the Area Representative Agreement and for one year after termination, transfer, or expiration of the Area Representative Agreement, Guarantor shall not knowingly employ or seek to employ or engage as an independent contractor any person then employed by Great Greek Franchising or its affiliates.

5. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Area Representative Agreement, (b) any extension of time, credit or other indulgence which Great Greek Franchising may from time to time grant to Area Representative or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

6. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Texas (without giving effect to its principles of conflicts of law). The parties agree that any state or local law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Area Representative Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to Great Greek Franchising all costs incurred by Great Greek Franchising (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Signatures on following page.

Agreed to by:

Great Greek Franchising, LLC

By: ________________________________
Print Name/Title**:** _____________________
Date: ______________________________

Area Representative:

Signature:___________________________
Print Name: __________________________
Date: ______________________________

Signature:___________________________
Print Name: __________________________
Date: ______________________________

Corporate Name (If Applicable):

By: ________________________________
Print Name/Title: _____________________
Date: ______________________________

EXHIBIT C

DEPOSIT RECEIPT

DEPOSIT RECEIPT

By this Receipt, **GREAT GREEK FRANCHISING, LLC** acknowledges that it has received a fully refundable deposit of $19,500 (USD) from:

Name: ____

Address: ____

____

together with an application the be a The Great Greek Mediterranean Grill® Area Representative.

We've reviewed your application within our offices and would be pleased to move forward, including assisting you to become a The Great Greek Mediterranean Grill® Area Representative.

The deposit you paid will, at the time of signing your Area Representative Agreement, be credited to the remainder of the Area Representative Agreement initial fee. In the event that you decide not to accept the Area Representative Agreement for any reason, your deposit will be refunded. In the event that you do not sign an Area Representative Agreement and you do not ask for a refund within three (3) years from the date you execute this Deposit Letter Receipt, your deposit shall become non-refundable.

Thank you for your sincere interest in becoming a Great Greek Franchising Area Representative. We believe we have assembled the best products, support staff, and system in our industry. We look forward to providing this to you and welcoming you into our franchise system. Please note, when you present a check as payment, you authorize us to deposit your check, make a one-time electronic fund transfer (EFT), or a substitute check, in which case funds may be withdrawn from your account on the same day payment is made and you will not receive a cancelled check back from your financial institution.

Sincerely,

Great Greek Franchising, LLC	**Candidate**
By: ______________________________	Signature: ______________________________
Print Name/Title: ______________________	Print Name: ______________________________
Date: ______________________________	Date: ______________________________

EXHIBIT D

GENERAL RELEASE AGREEMENT

GENERAL RELEASE AGREEMENT

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of Great Greek Franchising, LLC, Florida limited liability company ("Great Greek Franchising").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. **Release.** Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases Great Greek Franchising its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Area Representative Agreement (collectively, "Claims").

2. **Covenant Not to Sue.** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of crossclaim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. **Representations and Acknowledgments.** Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. **Miscellaneous.** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Area Representative Agreement shall apply. Releasor agrees to take any actions and sign any documents that Great Greek Franchising reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. **Post-Term Covenants; Special Stipulation.** The termination and release provided in this Agreement shall have no effect on those obligations of Releasor (and its owners and guarantors, if any) arising out of the Area Representative Agreement or any other agreement which concern the payment of any accrued but unpaid amounts owed to Great Greek Franchising (whether known or unknown), or which otherwise expressly or by their nature survive the termination of the Area Representative Agreement, including, without limitation, obligations pertaining to Releasor's indemnification obligations, non-disclosure of Great Greek Franchising's confidential information and non-competition with Great Greek Franchising. In addition, all obligations of the parties, if any, in the Area Representative Agreement

pertaining to dispute resolution and jurisdiction and venue for dispute resolution, shall apply with equal force to the terms and conditions of this Agreement, as if set forth herein. Such obligations shall continue in full force and effect in accordance with their terms subsequent to termination of the Area Representative Agreement, and until they are satisfied or by their nature expire. Releasor acknowledges and agrees it has no right, title or interest in and to the trademarks associated with Great Greek Franchising's franchise system, including, without limitation, "The Great Greek Mediterranean Grill®," and any colorable imitation thereof. The Releasor represents it has returned (or turned over) all intellectual property associated with the Franchise Business and Great Greek Franchising's franchise system to Great Greek Franchising (or a Successor Area Representative, if applicable) which is acknowledged to belong exclusively to Great Greek Franchising including, but not limited to, all materials containing confidential information, operations manuals, customer lists, customer databases, customer records, customer files and any materials which display the trademarks associated with the Franchise system. Releasor agrees to return and turn over to Great Greek Franchising all digital assets, including, but not limited to, all digitally-stored content (such as images, photos, videos and text files), whether stored locally at the business or accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive or Dropbox); and all user names and passwords for any and all email accounts, social networking websites (such as Facebook, Twitter, LinkedIn, Google+, YouTube, Pinterest, Instagram, Tumblr, Flickr, Reddit, Snapchat, and WhatsApp), blogs, review websites (such as Yelp or Angie's List), and any other online communities where the Franchise Business created or shared online content, or held itself out as speaking for or representing the Franchise Business. Releasor acknowledges and agrees it has no right, title or interest in and to the intellectual property associated with the Franchise Business or the Franchise system and no right to retain copies, disclose or make further use of such intellectual property, except with regard to customer records for tax purposes.

6. **Confidentiality.** It is acknowledged by Releasor that the terms of this Agreement are in all respects confidential in nature, and that any disclosure or use of the same by Franchisee may cause serious harm or damage to Great Greek Franchising, and its owners and officers. Therefore, Franchisee agrees, either directly or indirectly by agent, employee, or representative, not to disclose the termination, this Agreement or the information contained herein, either in whole or in part, to any third party, except as may be required by law.

7. **Non-Disparagement.** The parties agree that at no time will they make any derogatory statements about or otherwise disparage, defame, impugn or damage the reputation of integrity of the others, provided that nothing in this paragraph will preclude any party from providing truthful information in response to compulsory legal process. The parties further agree not to, and to use their best efforts to cause any of the parties' agents, employees or affiliates not to, disparage or otherwise speak or write negatively, directly or indirectly, of the parties' brands, systems, or any other service-marked or trademarked concept of the parties or the parties' affiliates, or which would subject such brands, systems or concepts to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of the parties or their brands, systems or service-marked or trademarked concepts.

8. **Binding Effect.** All terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, successors and permitted assigns.

9. **Interpretation.** Each of the parties acknowledge that they have been or have had the opportunity to have been represented by their own counsel throughout the negotiations and at the execution of this Agreement and all of the other documents executed incidental hereto, if any, and, therefore, the parties agree that none of the provisions of this Agreement or any of the other documents should be construed against any party more strictly than against the other.

10. **Entire Agreement.** This Agreement, including any Schedules attached hereto (which are considered a part of this Agreement), represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations if any made by and between the parties.

11. **Governing Law.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by electronic delivery shall be binding upon any party so confirming on the date of receipt.

13. **Effectiveness of Agreement.** This Agreement shall not be effective until it has been signed by Releasor and Great Greek Franchising and delivered fully executed to Releasor and Great Greek Franchising.

THE UNDERSIGNED have read, fully understand, and, by executing below, agree to the terms and conditions of this Agreement.

Great Greek Franchising, LLC

By: ________________________________
Print Name/Title**:** ______________________
Date: ______________________________

Releasor:

Signature:____________________________
Print Name: __________________________
Date: _______________________________

Signature:____________________________
Print Name: __________________________
Date: _______________________________

Corporate Name (If Applicable):

By: _________________________________
Print Name/Title: _____________________
Date: _______________________________

EXHIBIT E

FINANCIAL STATEMENTS

Great Greek Franchising, LLC

Audited Consolidated Financial Statements

April 30, 2025, April 30, 2024, and April 30, 2023

GREAT GREEK FRANCHISING, LLC

TABLE OF CONTENTS

MILBERY & KESSELMAN
CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors
Great Greek Franchising, LLC
West Palm Beach, Florida

INDEPENDENT AUDITOR'S REPORT

Opinion

We have audited the accompanying financial statements of Great Greek Franchising, LLC (a FL corporation), which comprise the consolidated balance sheets as of April 30, 2025, April 30, 2024, and April 30, 2023, and the related consolidated statements of income and members' equity, and cash flows for the periods then ended, and the related notes to the consolidated financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Great Greek Franchising, LLC as of April 30, 2025, April 30, 2024, and April 30, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Great Greek Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Milbery & Kesselman, CPA's

Milbery & Kesselman, CPAs, LLC
August 5, 2025

GREAT GREEK FRANCHISING, LLC
Consolidated Balance Sheets
As of April 30, 2025, April 30, 2024, and April 30, 2023

	2025	2024	2023
ASSETS			
Current Assets			
Cash and Cash Equivalents	$ 419,976	$ 839,649	$ 451,222
Accounts Receivable, net	90,621	65,598	36,291
Contract Assets	1,237,823	1,251,127	1,234,112
Prepaid Expenses	1,499,248	1,362,469	47,936
Inventory	7,411	15,278	12,294
Total Current Assets	3,255,079	3,534,121	1,781,855
Property and Equipment, net	-	-	-
Other Assets			
Promissory Notes, net	-	19,597	44,834
Loans Receivable - Related Parties	338	74,594	-
Total Other Assets	338	94,191	44,834
TOTAL ASSETS	$ 3,255,417	$ 3,628,312	$ 1,826,689
LIABILITIES AND MEMBERS' EQUITY			
LIABILITIES			
Current Liabilities			
Accounts Payable	$ 1,338,145	$ 1,192,511	$ 595,463
Accrued Expenses	59,909	40,704	104,447
Current Portion of Long Term Debt	3,202	200,000	3,232
Contract Liabilities	3,955,605	4,731,263	3,518,334
Franchise Deposits	105,500	133,499	105,000
Loans Payable - Related Parties	-	-	185,038
Total Current Liabilities	5,462,361	6,297,977	4,511,514
Long Term Liabilities			
Long Term Debt, less Current Portion	146,798	150,000	346,768
TOTAL LIABILITIES	5,609,159	6,447,977	4,858,282
MEMBERS' EQUITY (DEFICIT)	(2,353,742)	(2,819,665)	(3,031,593)
TOTAL LIABILITIES AND MEMBERS' EQUITY	$3,255,417	$3,628,312	$1,826,689

GREAT GREEK FRANCHISING, LLC
Consolidated Statements of Income and Members' Equity
For the periods ended April 30, 2025, April 30, 2024, and April 30, 2023

	2025	2024	2023
Income			
Franchise Fees	$1,189,453	$ 2,077,760	$ 1,794,240
Advertising Fees	1,585,384	1,060,204	613,167
Product	3,746,167	3,670,766	1,616,529
Royalty Income	3,544,088	2,570,265	1,380,379
Other Income	507,818	235,430	216,461
Total Income	10,572,910	9,614,425	5,620,776
Cost of Goods Sold	5,898,944	5,124,194	2,843,018
Gross Profit	$ 4,673,966	$ 4,490,231	$ 2,777,758
Expenses			
Advertising	417,987	583,104	478,334
Amortization	-	-	27,500
Automobile	58,570	68,164	56,079
Bad Debt	101,583	66,128	(27,743)
Bank Service Charges	4,648	10,675	12,033
Computer and Software	34,344	32,309	22,020
Dues and Subscriptions	17,582	9,257	13,607
Insurance	34,760	32,702	37,726
Internet and Computer	39,044	26,849	37,734
Leasing Costs	3,885	7,762	7,965
Licensing and Registration	22,905	8,782	17,664
Meals and Entertainment	52,344	61,238	43,986
Office	42,749	35,548	25,069
Payroll	2,887,933	2,852,292	2,103,124
Postage	2,979	7,041	7,925
Professional Fees	33,022	25,994	30,379
Telephone	21,148	18,693	26,211
Travel	372,437	409,192	296,734
Total Expenses	4,147,920	4,255,730	3,216,347
Net Income (Loss) before Other Income/(Expense)	$ 526,046	$ 234,501	$ (438,589)
Other Income/(Expense)			
Interest Expense	(4,894)	(5,671)	(6,249)
Interest Income	8,745	1,543	6,359
Gain on Foreign Currency Exchange	5,739	371	(281)
Gain on Extinguishment of Debt	-	-	132,611
Lawsuit Expenses	(60,000)	(18,816)	(585,739)
Income Tax	(9,713)	-	-
Total Other Income/(Expense)	(60,123)	(22,573)	(453,299)
Net Income (Loss)	$ 465,923	$ 211,928	$ (891,888)
Members' Equity (Deficit), Beginning	(2,819,665)	(3,031,593)	(2,139,705)
Members' Equity (Deficit), Ending	$ (2,353,742)	$ (2,819,665)	$ (3,031,593)

GREAT GREEK FRANCHISING, LLC
Consolidated Statements of Cash Flows
For the periods ended April 30, 2025, April 30, 2024, and April 30, 2023

	2025	2024	2023
Cash Flows from Operating Activities			
Net Income (Loss)	$ 465,923	$ 211,928	$ (891,888)
Adjustments to Reconcile Net Income (Loss) to Net Cash provided (used) by Operations:			
Amortization	-	-	27,500
(Increase) Decrease in Accounts Receivables	(25,023)	(29,307)	142,290
(Increase) Decrease in Contract Assets	13,304	(17,015)	(233,833)
(Increase) Decrease in Prepaid Expenses	(136,779)	(1,314,533)	178,448
(Increase) Decrease in Inventory	7,867	(2,984)	(9,972)
Increase (Decrease) in Accounts Payable	145,634	597,048	175,440
Increase (Decrease) in Accrued Expenses	19,205	(63,743)	(611,632)
Increase (Decrease) in Contract Liabilities	(775,658)	1,212,929	814,275
Increase (Decrease) in Franchise Deposits	(27,999)	28,499	28,500
Cash provided (used) by Operating Activities	(313,526)	622,822	(380,872)
Cash Flows from Investing Activities			
Cash used by for Investing Activities	-	-	-
Cash Flows from Financing Activities			
Promissory Notes	19,597	25,237	24,251
(Increase) Decrease in Loans Receivable - Related Parties	74,256	(74,594)	-
Increase (Decrease) in Loans Payable - Related Parties	-	(185,038)	141,445
New Borrowings:			
Long Term	-	-	200,000
Debt Reduction:			
Short Term	(196,798)	-	-
Long Term	(3,202)	-	-
Cash provided (used) by Financing Activities	(106,147)	(234,395)	365,696
Increase (Decrease) in Cash	(419,673)	388,427	(15,176)
Beginning Balance	839,649	451,222	466,398
Ending Balance	$ 419,976	$ 839,649	$ 451,222

Supplemental disclosures of cash flow information:

Cash paid during the year for:

	2025	2024	2023
Interest	$ 4,894	$ 5,671	$ -
Income Taxes	$ 38	$ -	$ -

Great Greek Franchising, LLC
(A Limited Liability Company)

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies

Nature of business – Great Greek Franchising, LLC (the "Company"), a Florida limited liability company, was formed on September 18, 2017 and is headquartered in West Palm Beach, Florida. The Company sells franchises that allow the purchaser to own and operate a Great Greek Mediterranean Grill restaurant.

The Company has elected a year end of April 30.

Principles of consolidation – The financial statements include the operations of Great Greek Franchising, LLC, and its wholly owned subsidiary Great Greek Franchising, LLC (Australian entity). All significant intercompany transactions have been eliminated in consolidation.

All foreign operations are translated to U.S. dollars at the exchange rate in effect at year-end. Income and expense items and cash flows are translated at the average exchange rate for each year.

A summary of the Company's significant accounting policies follows:

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

Revenue recognition - Initial franchise fees are recognized as revenue when services required under the franchise agreement have been performed by the Company. Franchise royalty revenues are based on franchisees' sales and are recognized as earned. Product and equipment revenue is recorded when legal title is transferred to the customer, generally when the product is shipped.

Cash concentration - The Company maintains its cash in two bank accounts which, at times, may exceed the federally-insured limits. The Company has not experienced any loss in such accounts. The Company believes it is not exposed to any significant credit risk on such accounts.

Accounts receivable - Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest, although a finance charge may be applied to such receivables that are more than 30 days past due.

Credit risk - The Company performs on-going credit evaluations of each franchisee's financial condition. Accounts receivables are principally with franchises that are secured under the franchise agreements. The franchise agreements provide the Company with certain collateral, including inventory and fixed assets. Consequently, risk of loss is considered minimal.

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Inventory - Inventory is stated at the lower of cost using the First-In-First-Out inventory method, or fair market value, and consists of equipment.

Property and equipment - Property and equipment is stated at cost. Depreciation is computed by the straight-line method over the following estimated useful lives:

	Years
Vehicles	7
Machinery and equipment	10
Computer equipment	3.5 – 7
Software	3.5
Leasehold improvements	10

Expenditures for maintenance and repairs are expensed as incurred. Major improvements which increase the estimated useful life of an asset are capitalized. Upon the sale or retirement of assets, recorded cost and related accumulated depreciation are reduced from the accounts, and any gain or loss on disposal is reflected in operations.

Long-lived assets - Long-lived assets held for use are subject to an impairment assessment if the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset. The amount of the impairment is the difference between the carrying amount and the fair value of the asset. The Company's estimate of undiscounted cash flows indicated that such carrying amounts were expected to be recovered.

Advertising – Advertising primarily consist of the outside costs related to lead development. Advertising costs are expensed as incurred and were $417,987 for the year ended April 30, 2025, $583,104 for the year ended April 30, 2024, and $478,334 for the year ended April 30, 2023.

Income taxes - The Company has elected to be taxed under sections of the federal and state income tax laws that provide that, in lieu of corporate income taxes, the members separately account for their pro rata shares of the Company's items of income, deduction, losses and credits. Therefore, no provision for income taxes is reflected in the Company's financial statements. The provision for state income taxes for the years ended April 30, 2025, 2024, and 2023 consisted of the following:

	2025	2024	2023
Various State Income Taxes	$ 9,713	$ -	$ -

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Leases - The Company recognizes and measures its leases in accordance with FASB ASC 842, *Leases*. The Company is a lessee in a month-to-month operating lease for office space. The Company determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are changed. The Company recognizes a lease liability and a right of use (ROU) asset at the commencement date of the lease. The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. The discount rate is the implicit rate if it is readily determinable or otherwise the Company uses its incremental borrowing rate. The implicit rates of our leases are not readily determinable and accordingly, we use our incremental borrowing rate based on the information available at the commencement date for all leases. The Company's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms and in a similar economic environment. The ROU asset is subsequently measured throughout the lease term at the amount of the re-measured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. Lease cost for lease payments is recognized on a straight-line basis over the lease term.

The Company has elected, for all underlying class of assets, to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of twelve months or less at lease commencement, and do not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. We recognize lease cost associated with our short-term leases on a straight-line basis over the lease term.

Reclassifications - Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

Related parties – For the purposes of these financial statements, parties are considered to be related to the Company where the Company and the party are subject to common control and/or common joint control. Related parties may be individuals or other entities.

Going concern – The Company evaluates whether there are conditions or events, considered in the aggregate, that raise substantial doubt about its ability to continue as a going concern for a period of one year after the date that the financial statements are available to be issued, taking into consideration the quantitative and qualitative information regarding the Company's current financial condition, conditional and unconditional obligations due and the funds and cash flow necessary to maintain operations within that time period. Based on management's evaluation, the Company will be able to continue in operation on a going concern basis for at least the next twelve months from the date these financial statements were available to be issued.

Date of management's review – Management evaluated events or transactions subsequent to the balance sheet date for potential recognition or disclosure in the financial statements through August 5, 2025, which is the date the financial statements were available for issuance.

Notes to Consolidated Financial Statements

Note 2 Cash and Cash Equivalents

The Company maintains cash balances at two financial institutions. Accounts at the institution are insured by the Federal Deposit Insurance Corporation for up to $250,000. Accounts at the Australian institution are insured by the Financial Claims Scheme for up to 250,000 AUD. At April 30, 2025, the Company has uninsured cash balances amounting to $169,793. At April 30, 2024, the Company has uninsured cash balances amounting to $589,383. At April 30, 2023, the Company has uninsured cash balances amounting to $66,262.

Note 3 Accounts Receivable

Accounts receivable at April 30, 2025, April 30, 2024, and April 30, 2023, consisted of the following:

	2025	2024	2023
Franchise Fees Receivable	$ 90,621	$ 65,598	$ 36,291
Allowance for Doubtful Accounts	-	-	-
	$ 90,621	$ 65,598	$ 36,291

The bad debt deducted for the fiscal year ended April 30, 2025 was $101,583. The bad debt deducted for the fiscal year ended April 30, 2024 was $66,128. The bad debt benefit for the fiscal year ended April 30, 2023 was ($27,743).

Note 4 Promissory Notes

The Company has a promissory note receivable with one franchisee; the notes bear interest at a rate of 4% per annum, and is amortized over a period of 3 years. On promissory notes bearing an interest rate below market, imputed interest is calculated and the note value is discounted.

Note 5 Long Term Debt

On July 28, 2020, the Company executed a promissory note for $150,000 under the Economic Injury Disaster Loans ("EIDL") authorized by the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"). The loan bears an interest rate of 3.75% per annum and matures thirty years from the date of the note (July 2050). Under the loan agreement, the monthly payment of principal and interest is $731 beginning twenty four months from the date of the note. As of April 30, 2025, the outstanding principal amount of the note payable was $150,000.

Notes to Consolidated Financial Statements

Note 5 Long Term Debt (Continued)

Future minimum principal payments on the long term debt as of April 30, 2025 are as follows:

For the year ending April 30,

2026	3,202
2027	3,324
2028	3,451
2029	3,582
Thereafter	136,441
Total	$ 150,000

Note 6 Litigation

From time to time, the Company is involved in litigation, most of which is incidental and normal to its business. In the opinion of Company counsel, no litigation to which the Company currently is a party is likely to have a material adverse effect on the Company's results of operations, financial condition or cash flows.

Note 7 Leases

The Company has an obligation as a lessee for office space with initial term of less than one year. The Company classified this lease as an operating lease. These leases generally contain renewal options for periods ranging from one to five years. Because the Company is not reasonably certain to exercise these renewal options, the optional periods are not included in determining the lease term, and associated payments under these renewal options are excluded from lease payments. The Company's leases do not include termination options for either party to the lease or restrictive financial or other covenants. Payments due under the lease contracts include fixed payments.

The components of leasing costs for the period ended April 30, are as follows:

	2025	2024	2023
Short term leasing costs	$ 3,885	$ 7,762	$ 7,965

Note 8 Revenue Recognition in Accordance with FASB ASC 606

Contract balances

Contract balances from contracts with customers were as follows:

	2025	2024	2023
Contract assets	$ 1,237,823	$ 1,251,127	$ 1,234,112
Contract liabilities	3,955,605	4,731,263	3,518,334

Notes to Consolidated Financial Statements

Note 8 Revenue Recognition in Accordance with FASB ASC 606 (Continued)

Disaggregation of revenue

The Company derives its revenues primarily from the sale of franchises. Revenue from performance obligations satisfied at a point in time consists of franchise fees, royalties, and other income. Revenue from performance obligations satisfied over time consists of the sale of master licenses and renewal franchise fees.

Performance obligations

For performance obligations related to the franchise fees, control transfers to the customer at a point in time. Revenues are recognized when the franchisee training is completed and the equipment is delivered.

For performance obligations related to royalties and other income, control transfers to the customer at a point in time. Royalty revenues are recognized monthly based on the monthly sales from the franchisees.

For performance obligations related to master licenses and renewal franchise fees, control transfers to the customer over time. Revenues are recognized over the term of the contract.

Significant judgments

The Company sells franchises for an agreed upon contract amount. For fixed fee contracts, the Company is entitled to payment upon signing of the franchise agreement and recognizes the revenues when the performance obligations have been met.

Note 9 Transactions with Related Parties

The Company reimburses and receives reimbursements to and from Related Parties, for certain operating expenses, including home office rent, payroll, and other administrative expenses. For the period ending April 30, 2025, related party balances included loans receivable of $338 and prepaid expenses of $1,301,886. For the period ending April 30, 2024, related party balances included loans receivable of $74,594 and prepaid expenses of $936,346. For the period ending April 30, 2023, related party balances included loans payable of $185,038 and accounts payable of $276,215.

Note 10 Gain on Extinguishment of Debt

United Franchise Group Payroll Inc (UFGP), a related party, administers all payroll for the related entities. Payroll is allocated to each entity based on actual hours worked for each related entity. On January 31, 2021, UFGP was granted a loan from First American Bank, pursuant to the Paycheck Protection Program (the "PPP") under Division A, Title I of the CARES Act. The loan was allocated to the related entities based on the payroll allocation for the 2021 year. The loan allocation for the Company was $132,611. UFGP applied for and was granted loan forgiveness on June 6, 2022 for the entire amount of the loan in eligible expenditures for payroll and other expenses described in the CARES Act. Loan forgiveness has been granted and therefore reflected in Other Income in the accompanying Consolidated Statement of Income and Member's Equity as of April 30, 2023.

EXHIBIT F

OPERATING MANUAL TABLE OF CONTENTS

OPERATING MANUAL TABLE OF CONTENTS

EXHIBIT G

CURRENT AND FORMER AREA REPRESENTATIVES

CURRENT AND FORMER AREA REPRESENTATIVES

Current Area Representatives

Names of all current area representatives (as of the end of our last fiscal year) and the address and telephone number of each of their outlets:

None.

Former Area Representatives

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every area representative who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the area representative agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

None.

EXHIBIT H

STATE ADDENDA TO DISCLOSURE DOCUMENT

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 OFFERING CIRCULAR.

OUR WEBSITE 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.dbo.dfpi.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 BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

   Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

2. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   The Area Representative Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Area Representative 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 the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Area Representative Agreement contains a provision that is inconsistent with the law, the law will control.

   The Area Representative Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

   The Area Representative Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Area Representative Agreement requires binding arbitration. The arbitration will occur in *City*, *State*, with the costs being borne equally by Franchisor and Franchisee. 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 an area representative agreement restricting venue to a forum outside the State of California.

The Area Representative Agreement requires application of the laws of *State*. This provision may not be enforceable under California law.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: ____________________

2. A proposed registration or filing is or will be shortly on file in the following states: _______________________________

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

> Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> You are not required to assent to a period of limitations for causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland, other than the period of limitations set forth in that statute. You must bring an action under such law within three years after the grant of the franchise.
>
> You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 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 territory 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.

9. The following is added to the end of Item 19:

REPRESENTATIONS REGARDING EARNINGS CAPABILITY

GREAT GREEK FRANCHISING, LLC DOES NOT FURNISH OR AUTHORIZE ITS SALESPERSONS TO FURNISH ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF A FRANCHISE. ACTUAL

RESULTS VARY FROM UNIT TO UNIT AND GREAT GREEK FRANCHISING, LLC CANNOT ESTIMATE THE EARNINGS OF ANY PARTICULAR FRANCHISE.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Area Representatives to consent to a waiver of exemplary and punitive damage.

8. General Release: Area Representative Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Area Representative Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Area Representative Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the area representative agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Area Representative Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Area Representative Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> Only the terms of the Area Representative Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Area Representative Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit I for Washington Addendum to Disclosure Document and Rider to Area Representative Agreement)

EXHIBIT I

STATE ADDENDA TO
AREA REPRESENTATIVE AGREEMENT

ILLINOIS RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated ________________________ (the "Agreement"), between Great Greek Franchising, LLC, a Florida limited liability company ("Great Greek Franchising") and _________________________, a ________ ____________ ("Area Representative").

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Agreed to by:

Great Greek Franchising, LLC

By: _________________________________
Print Name/Title**:** ______________________
Date: _______________________________

Area Representative:

Signature:____________________________
Print Name: __________________________
Date: _______________________________

Signature:____________________________
Print Name: __________________________
Date: _______________________________

Corporate Name (If Applicable):

By: _________________________________
Print Name/Title: ______________________
Date: _______________________________

INDIANA RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated ________________________ (the "Agreement"), between Great Greek Franchising, LLC, a Florida limited liability company ("Great Greek Franchising") and _________________________, a ________ ____________ ("Area Representative").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

Great Greek Franchising, LLC

By: ___________________________________
Print Name/Title: _______________________
Date: _________________________________

Area Representative:

Signature:_____________________________
Print Name: ___________________________
Date: ________________________________

Signature:_____________________________
Print Name: ___________________________
Date: ________________________________

Corporate Name (If Applicable):

By: __________________________________
Print Name/Title: _______________________
Date: ________________________________

MARYLAND RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated _________________________ (the "Agreement"), between Great Greek Franchising, LLC, a Florida limited liability company ("Great Greek Franchising")and __________________________, a ________ ____________ ("Area Representative").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. No Waiver of State Law In Sale. Notwithstanding any provision of the Agreement to the contrary, as a condition of the sale of a franchise, Great Greek Franchising shall not require a prospective franchisee to agree to a release, assignment, novation, waiver, or estoppel that would relieve Great Greek Franchising or any other person from liability under the Maryland Franchise Law.

3. No Release of Liability. Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

4. Statute of Limitations. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Area Representative must bring an action under such law within three years after the grant of the franchise.

5. Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, Area Representative does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

6. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

Great Greek Franchising, LLC

By: ___________________________________
Print Name/Title: _______________________
Date: __________________________________

Area Representative:

Signature:______________________________
Print Name: ____________________________
Date: __________________________________

Signature:______________________________
Print Name: ____________________________
Date: __________________________________

Corporate Name (If Applicable):

By: ___________________________________
Print Name/Title: _______________________
Date: __________________________________

MINNESOTA RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated ________________________ (the "Agreement"), between Great Greek Franchising, LLC, a Florida limited liability company ("Great Greek Franchising") and _________________________, a ________ ____________ ("Area Representative").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

3. Effective Date. This Rider is effective as of the Effective Date.

Signatures on following page.

Agreed to by:

Great Greek Franchising, LLC

By: ___________________________________
Print Name/Title**:** _______________________
Date: __________________________________

Area Representative:

Signature:______________________________
Print Name: ____________________________
Date: _________________________________

Signature:______________________________
Print Name: ____________________________
Date: _________________________________

Corporate Name (If Applicable):

By: ___________________________________
Print Name/Title: _______________________
Date: _________________________________

NEW YORK RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated ________________________ (the "Agreement"), between Great Greek Franchising, LLC, a Florida limited liability company ("Great Greek Franchising") and _________________________, a ________ ____________ ("Area Representative").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Area Representative is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Great Greek Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3 Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Area Representative to waive compliance by Great Greek Franchising with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

Great Greek Franchising, LLC

By: _________________________________
Print Name/Title: ______________________
Date: ________________________________

Area Representative:

Signature:_____________________________
Print Name: ___________________________
Date: ________________________________

Signature:_____________________________
Print Name: ___________________________
Date: ________________________________

Corporate Name (If Applicable):

By: _________________________________
Print Name/Title: ______________________
Date: ________________________________

NORTH DAKOTA RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated ________________________ (the "Agreement"), between Great Greek Franchising, LLC, a Florida limited liability company ("Great Greek Franchising") and _________________________, a ________ ____________ ("Area Representative").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Area Representative, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Area Representative and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Area Representative's business.

(3) Restrictions on Forum: Area Representative and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Area Representative is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Area Representative and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Area Representative and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Area Representative is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Rider is effective as of the Effective Date.

Signatures on following page.

Agreed to by:

Great Greek Franchising, LLC

By: ______________________________
Print Name/Title**:** ______________________
Date: _____________________________

Area Representative:

Signature:___________________________
Print Name: __________________________
Date: _______________________________

Signature:___________________________
Print Name: __________________________
Date: _______________________________

Corporate Name (If Applicable):

By: ________________________________
Print Name/Title: ______________________
Date: _______________________________

RHODE ISLAND RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated _________________________ (the "Agreement"), between Great Greek Franchising, LLC, a Florida limited liability company ("Great Greek Franchising") and __________________________, a ________ ____________ ("Area Representative").

1. **Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. **Jurisdiction and Venue.** Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

Great Greek Franchising, LLC

By: __________________________________
Print Name/Title: ______________________
Date: _________________________________

Area Representative:

Signature:_____________________________
Print Name: ___________________________
Date: _________________________________

Signature:_____________________________
Print Name: ___________________________
Date: _________________________________

Corporate Name (If Applicable):

By: __________________________________
Print Name/Title: ______________________
Date: _________________________________

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT AND RIDER TO AREA REPRESENTATIVE AGREEMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitation period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62-020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Signatures on following page.

The undersigned does hereby acknowledge receipt of this addendum.

Great Greek Franchising, LLC

By: ________________________________
Print Name/Title**:** ______________________
Date: ______________________________

Area Representative:

Signature:___________________________
Print Name: __________________________
Date: _______________________________

Signature:___________________________
Print Name: __________________________
Date: _______________________________

Corporate Name (If Applicable):

By: ________________________________
Print Name/Title: ______________________
Date: _______________________________

EXHIBIT J

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this "Agreement") made as of the ____ day of ____________, 20____, ("Effective Date") is by and between ____, ("AREA REPRESENTATIVE"), GREAT GREEK FRANCHISING, LLC, a Florida limited liability company d/b/a The Great Greek Mediterranean Grill, ("COMPANY") and ____, a resident of the state of _______, ("INDIVIDUAL") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, AREA REPRESENTATIVE is a party to that certain Area Representative Agreement dated _______________, 20____ (the "Area Representative Agreement") by and between AREA REPRESENTATIVE and COMPANY; and

WHEREAS, AREA REPRESENTATIVE desires INDIVIDUAL to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, AREA REPRESENTATIVE is required by the Area Representative Agreement to have INDIVIDUAL execute this Agreement prior to providing INDIVIDUAL access to said Trade Secrets and other Confidential Information; and

WHEREAS, INDIVIDUAL understands the necessity of not disclosing any such information to any other party in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of AREA REPRESENTATIVE, or COMPANY, any affiliate of COMPANY or COMPANY's other AREA REPRESENTATIVE.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the Parties hereby mutually agree as follows:

1. <u>Trade Secrets and Confidential Information</u>

INDIVIDUAL acknowledges and understands AREA REPRESENTATIVE possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords and lists of actual or potential customers or suppliers) related to or used in the development and/or operation of The Great Greek Mediterranean Grill Restaurants that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement "Confidential Information" means technical and non-technical information used in or related to the development and/or operation of The Great Greek Mediterranean Grill Restaurants that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the operating manual and training guides and materials. In addition, any other information identified as confidential when delivered by AREA REPRESENTATIVE shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of INDIVIDUAL; (ii) INDIVIDUAL can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure by AREA REPRESENTATIVE pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by COMPANY or AREA REPRESENTATIVE as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve INDIVIDUAL of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. INDIVIDUAL understands AREA REPRESENTATIVE's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between INDIVIDUAL and AREA REPRESENTATIVE with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

a) INDIVIDUAL shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of AREA REPRESENTATIVE, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, INDIVIDUAL must take all steps reasonably necessary and/or requested by AREA REPRESENTATIVE to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. INDIVIDUAL must comply with all applicable policies, procedures and practices that AREA REPRESENTATIVE has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) INDIVIDUAL's obligations under paragraph 2(a) of this Agreement shall continue in effect after termination or expiration of INDIVIDUAL's relationship with AREA REPRESENTATIVE, regardless of the reason or reasons for termination or expiration, and whether such termination or expiration is voluntary or involuntary, and AREA REPRESENTATIVE and/or COMPANY are entitled to communicate INDIVIDUAL's obligations under this Agreement to any future customer or employer to the extent deemed necessary by AREA REPRESENTATIVE and/or COMPANY for protection of their rights hereunder and regardless of whether INDIVIDUAL or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a The Great Greek Mediterranean Grill Restaurant.

3. Reasonableness of Restrictions

INDIVIDUAL acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of AREA REPRESENTATIVE, COMPANY, and COMPANY's Trade Secrets and other Confidential Information, the COMPANY's business system, network of franchises and trade and service marks, and INDIVIDUAL waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then INDIVIDUAL shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

4. Relief for Breaches of Confidentiality

a) INDIVIDUAL further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause AREA REPRESENTATIVE and COMPANY immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, AREA REPRESENTATIVE and COMPANY shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by INDIVIDUAL of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that AREA REPRESENTATIVE and COMPANY may have at law or in equity.

b) In addition, in the event of a violation of the covenants contained in the Agreement, the Parties agree that damages for such violations would be difficult to quantify. Due to the difficulty in the quantification of resulting damages, the Parties agree that Company would be entitled to liquidated damages in the amount of $85,500 per event of violation.

5. Miscellaneous

a) This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between INDIVIDUAL, COMPANY and AREA REPRESENTATIVE with respect to the subject matter hereof. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the Parties.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) **ANY ACTION BROUGHT BY ANY OF THE PARTIES, SHALL ONLY BE BROUGHT IN THE APPROPRIATE STATE OR FEDERAL COURT LOCATED IN OR SERVING PALM BEACH COUNTY, FLORIDA. THE PARTIES WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSES OF CARRYING OUT THIS PROVISION. CLAIMS FOR INJUNCTIVE RELIEF MAY ALSO BE BROUGHT BY COMPANY OR AREA REPRESENTATIVE WHERE AREA REPRESENTATIVE IS LOCATED. THIS EXCLUSIVE CHOICE OF JURISDICTION AND VENUE PROVISION SHALL NOT RESTRICT THE ABILITY OF THE PARTIES TO CONFIRM OR ENFORCE JUDGMENTS OR AWARDS IN ANY APPROPRIATE JURISDICTION.**

d) INDIVIDUAL agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the Effective Date and shall be binding upon the successors and assigns of INDIVIDUAL and shall inure to the benefit of AREA REPRESENTATIVE and COMPANY and their subsidiaries, successors and assigns.

f) The failure of any Party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of the other Parties with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by INDIVIDUAL, AREA REPRESENTATIVE and COMPANY.

j) The existence of any claim or cause of action INDIVIDUAL might have against AREA REPRESENTATIVE or COMPANY will not constitute a defense to the enforcement by AREA REPRESENTATIVE or COMPANY of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon AREA REPRESENTATIVE or COMPANY pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE AREA REPRESENTATIVE. INDIVIDUAL AND AREA REPRESENTATIVE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

Signatures on following page.

IN WITNESS WHEREOF, AREA REPRESENTATIVE and COMPANY have hereunto caused this Agreement to be executed by its duly authorized officer, and INDIVIDUAL has executed this Agreement, all being done in triplicate originals with one (1) original being delivered to each Party.

WITNESS:	AREA REPRESENTATIVE:
______________________________	By:______________________________ Its:______________________________ Date:____________________________
WITNESS:	INDIVIDUAL:
______________________________	Signature:________________________ Name Printed:_____________________ Date:____________________________
WITNESS:	COMPANY:
______________________________	By:______________________________ Its:______________________________

EXHIBIT K

COMPLIANCE CERTIFICATION

COMPLIANCE CERTIFICATION

You are preparing to enter into an Area Representative Agreement for the establishment and operation of a The Great Greek area representative business (the "Area Representative Business"). The purpose of this Compliance Certification is to determine whether any statements or promises were made to you that TGG (the "Franchisor") has not authorized and that may be untrue, inaccurate, or misleading.

A. The following dates are true and correct:

_______ (Date)	_______ (Initials)	The date on which I first received a Franchise Disclosure Document about the Area Representative Business.
_______ (Date)	_______ (Initials)	The date of my first face-to-face meeting with a franchise sales representative of the Franchisor to discuss the possible purchase of the Area Representative Business.
_______ (Date)	_______ (Initials)	The date on which I signed the contracts and agreements as disclosed in my Franchise Disclosure Document
_______ (Date)	_______ (Initials)	The earliest date on which I delivered cash, check, or other consideration to the Franchisor in connection with the purchase of the Area Representative Business.

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

1. Have you personally reviewed the Area Representative Agreement and the Franchise Disclosure Document? Yes ____ No ____

2. Do you understand all of the information contained in the Area Representative Agreement and the Franchise Disclosure Document? Yes ____ No ____

   If "No", what parts of the Area Representative Agreement and/or the Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary) ____
   ____

3. Have you discussed the benefits and risks of establishing and operating the Area Representative Business with an attorney, accountant, or other professional advisor? Yes ____ No ____

4. Do you understand that the success or failure of your Area Representative Business will depend in large part upon your skills and abilities, competition from other agencies, interest rates, inflation, and other economic and business factors? Yes ____ No ____

5. Has any employee speaking on behalf of the Franchisor made any statement or promise concerning the revenues, profits, or operating costs of any The Great Greek business operated by the Franchisor or its franchisees that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes ____No ____

6. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the total amount of revenue you might achieve or operating profit you might realize from an area representative business that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes ____ No ____

7. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Area Representative Business that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
Yes ____ No ____

8. Has any employee speaking on behalf of the Franchisor made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes ____ No ____

9. Do you understand that your initial Territory fee is non-refundable upon entering into an Area Representative Agreement? Yes ____ No ____

C. If you have answered "Yes" to any one of questions B. 5-8, or "No" to question B. 9 please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below). If you have answered "No" to each of questions B. 5-8 and "Yes" to question B.9, please leave the following lines blank.

____
____

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Compliance Certification, you are representing that you have responded truthfully to the above questions.

Area Representative:	**Approved By:**
Signature:____________________________	By: ________________________________
Print Name: __________________________	Print Name/Title: ______________________
Date: _______________________________	Date: ______________________________

Corporate Name (If Applicable):

By: _______________________________
Print Name/Title: ____________________
Date: _______________________________

EXHIBIT L

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT M

DISCLOSURE DOCUMENT RECEIPT

DISCLOSURE DOCUMENT RECEIPT

This Disclosure Document summarizes certain provisions of the Area Representative Agreement, Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Great Greek Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by applicable state law.

New York and Rhode Island Laws require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.
Michigan and Oregon require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Great Greek Franchising, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or 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, or to your state agency listed in Exhibit A.

The Franchisor is Great Greek Franchising, LLC, located at 2121 Vista Parkway, West Palm Beach, FL 33411. Its telephone number is (561) 640-5570.

Issuance Date: November 10, 2025

Franchise Seller: Michael White and/or the Sales Agent(s) listed below, Great Greek Franchising, LLC, 2121 Vista Parkway, West Palm Beach, FL 33411, (561) 640-5570.

Great Greek Franchising, LLC authorizes the respective state agencies identified in Exhibit A to receive service of process for it in the particular state. Great Greek Franchising, LLC further authorizes legal process to be served to it at 2121 Vista Parkway, West Palm Beach, Florida 33411.

I received a Disclosure Document issued November 10, 2025 that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Area Representative Agreement
C. Deposit Receipt
D. General Release Agreement
E. Financial Statements
F. Operating Manual Table of Contents
G. Current and Former Area Representatives
H. State Addenda to Disclosure Document
I. State Addenda to Area Representative Agreement
J. Compliance Certification
K. Confidentiality and Nondisclosure Agreement
L. State Effective Dates
M. Disclosure Document Receipts

DATE:______________________________
(Do not leave blank)

____
Print Sales Agent(s) Name(s)

____
Prospective Franchisee **Signature**

____
Prospective Franchisee **Printed Name**

____
Prospective Franchisee **Signature**

____
Prospective Franchisee **Printed Name**

____
Corporate Name: (if applicable)

By:______________________________
Authorized Corporate Officer **Signature**

____
Printed Corporate Officer Name / Title

DISCLOSURE DOCUMENT RECEIPT

This Disclosure Document summarizes certain provisions of the Area Representative Agreement, Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Great Greek Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by applicable state law.

New York and Rhode Island Laws require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.
Michigan and Oregon require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Great Greek Franchising, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or 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, or to your state agency listed in Exhibit A.

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I. State Addenda to Area Representative Agreement
J. Compliance Certification
K. Confidentiality and Nondisclosure Agreement
L. State Effective Dates
M. Disclosure Document Receipts

DATE:______________________________
(Do not leave blank)

____
Print Sales Agent(s) Name(s)

____
Prospective Franchisee **Signature**

____
Prospective Franchisee **Printed Name**

____
Prospective Franchisee **Signature**

____
Prospective Franchisee **Printed Name**

____
Corporate Name: (if applicable)

By:______________________________
Authorized Corporate Officer **Signature**

____
Printed Corporate Officer Name / Title