FRANCHISE DISCLOSURE DOCUMENT

PCF FRANCHISE LLC
a Kentucky limited liability company, with
its main office at 2530 Okeechobee Ln
Ft Lauderdale, Florida 33312-4624
Phone: (910) 228-1995
www.PeachCobblerFactory.com
Info@peachcobblerfactory.com

PCF Franchise LLC ("PCF") offers franchises to operate a dessert specialty restaurant that serves cobblers, ice creams, shakes, cinnamon rolls, banana puddings, sweet peach tea and similar items designed by PCF under the trade name Peach Cobbler Factory.

The total investment necessary to begin operation of a single Peach Cobbler Factory, brick and mortar, Outlet is between $157,444 and $458,274. This includes $34,950 that must be paid to the franchisor. The total investment necessary to begin operation of a Mobile Outlet which is to be operated in conjunction with the single brick-and-mortar Outlet, is between $62,394 and $77,750. This includes $9,950 that must be paid to the franchisor.

If you want to obtain development rights to open and operate multiple brick and mortar Peach Cobbler Factory Outlets, you will pay an Initial Franchise Fee of $34,950 for your first outlet plus a discounted Franchise Fee of $24,950 for each additional outlet that you agree to open (minimum of 1 additional outlet is required) You will pay us the Initial Franchise Fee of $34,950 for the first outlet plus a deposit of $14,950 of the $24,950 discounted fee for each additional outlet to be developed under the Multi-Unit Development Agreement at the same time you sign the Initial Franchise Agreement and the MUD Agreement The total estimated initial investment under a Multi-Unit Development Agreement for two (2) or four (4) units, including the costs to build and equip the first outlet is $172,394 to $503,124 This includes between $49,900 and $79,800 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the 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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Greg George, at 2530 Okeechobee Ln, Fort Lauderdale, Florida 33312-4624; and (910) 228-1995.

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: May 13, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
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 A 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 Peach Cobbler Factory business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Peach Cobbler Factory franchisee?	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 the franchisor by mediation then arbitration only in Kentucky. Out-of-state mediation or arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and/or arbitrate with the franchisor in Kentucky than in your own state.

2. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

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

4. **Unopened Franchises**: The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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

.

NOTICE REQUIRED BY THE STATE OF MICHIGAN

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

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

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

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

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

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

logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

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

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

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include but is not limited to: (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards. (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor. (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations. (*iv*) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

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

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise Unit
G. Mennen Williams Building
525 W. Ottawa Street
P.O. Box 30212
Lansing, Michigan 48909
Telephone Number: (517) 335-7622

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

TABLE OF CONTENTS

ITEM		PAGE
ITEM 1	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	8
ITEM 2	BUSINESS EXPERIENCE	11
ITEM 3	LITIGATION	11
ITEM 4	BANKRUPTCY	11
ITEM 5	INITIAL FEES	12
ITEM 6	OTHER FEES	13
ITEM 7	ESTIMATED INITIAL INVESTMENT	15
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	21
ITEM 9	FRANCHISEE'S OBLIGATIONS	25
ITEM 10	FINANCING	26
ITEM 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	26
ITEM 12	TERRITORY	33
ITEM 13	TRADEMARKS	37
ITEM 14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	39
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	39
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	40
ITEM 17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	40
ITEM 18	PUBLIC FIGURES	43
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS	44
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION	44
ITEM 21	FINANCIAL STATEMENTS	53
ITEM 22	CONTRACTS	54
ITEM 23	RECEIPT	54

EXHIBITS:

A Financial Statements
B Franchise Agreement
C State Administrators and Agents for Service of Process
D Multi State Addendum to the Franchise Disclosure Document, Franchise Agreement and Multi-Unit Development Agreement
E Operations Manual Table of Contents
F Multi-Unit Development Agreement
H State Effective Dates

Last Page - Receipt

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

To simplify the language in this Franchise Disclosure Document, "we", "us", "our", "Peach Cobbler Factory", PCF, and PCF Franchise means PCF Franchise LLC, the Franchisor. "You" means the person who buys the franchise, the franchisee. If the initial franchisee is an individual(s) that subsequently assigns his, her or their interest to a corporation, limited liability Company, partnership, or other entity, then "You" will include the entity's owners by virtue of our requirement that all of the entity owners must personally guarantee, and be personally bound by, your obligations under the Franchise Agreement and the other agreements described in this Disclosure Document. To fully understand all of your and our respective rights and obligations, you must still carefully review the actual agreements you must execute. These agreements will control if there is any dispute between us.

The Franchisor, any Parents, Predecessors and Affiliates:

PCF Franchise LLC was formed under the laws of Kentucky on July 25, 2021. PCF does not do business under any other name. Our principal business address is 2530 Okeechobee Ln, Fort Lauderdale, Florida, 33312-4624. PCF's agent for service of process is disclosed in Exhibit C to this Franchise Disclosure Document. PCF has never sold any other franchise and has no business other than offering franchises and assisting franchisees. We have been offering franchises since July 2021. We do not currently operate any Outlets. We have one affiliate indicated below that has operated 4 Outlets beginning in February 2022 and are the models on which this Franchise is based.

PCF Franchise LLC has one affiliate, LJGG Holdings, LLC., which has operated 4 units since February 2022. The first unit located at Carolina Beach, was opened February 2022 and sold in the summer of 2023 to a franchisee. The second unit was opened in Pembroke Pines, Florida in April 2023 and sold in May of 2024 to a franchisee. Two additional units were opened in the summer of 2023, one in Miami, Florida at 355 NW 54th Street, 33127 and one in Ft Lauderdale, Florida at 15 N Federal Highway, 33301. These units are substantially similar to the offering in this disclosure document.

PCF Franchise LLC has no parent companies or predecessors. PCF Franchise has no affiliates that provide any products or services to you or to which you must make any payments.

Description of the Franchise

We offer franchises for the operation of a business providing under the PCF trademarks, trade names, service marks, and logos ("Marks"). The franchise is operated under a business format in accordance with a unique system, including our valuable know how, information, trade secrets, methods, Manual, standards, designs, methods of trademark usage, copyrightable works, sources and specifications, software, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of the Business (collectively, the "System") owned and developed by us and known as Peach Cobbler Factory ("Business"). We are designed to support you in your ongoing business efforts. We reserve the right to change or otherwise modify the System and add, modify, or delete

any of our designs, processes, or services at any time in our sole discretion. You may be required to participate in marketing programs in which we may promote our services.

You will be required to participate in marketing programs in which we may promote our services. You must also participate in and pay for our proprietary Peach Cobbler Factory Mobile App for use by the consumer which offers benefits to customers such as streamlined ordering for pickup and delivery, the accumulation of Peachy Points which can be redeemed for free items, and the referral program which offers free incentives when another person is invited to download the app and makes a purchase. You will also be required to participate in our program that offers Gift Cards to consumers that are redeemable at any Peach Cobbler Factory Outlet.

Single Unit Franchise Program.

Brick-and-Mortar Outlet. If we approve you as a franchisee, you will sign a Franchise Agreement, in the form attached as Exhibit B to operate a single Peach Cobbler Factory brick-and-mortar Outlet. You must operate your brick-and-mortar Outlet in agreement with our standard business operating practices and sign our standard franchise agreement ("Franchise Agreement") which is attached to this Disclosure Document as Exhibit B.

Mobile Unit.

Once you are approved for the brick-and-mortar single outlet, you may choose to also operate a Mobile Unit in conjunction with the single brick-and-mortar Outlet. You will pay an additional Fee and sign a Supplement to the Initial Franchise Agreement you signed, which is attached to this Disclosure Document as Attachment XI to Exhibit B. A Mobile Outlet cannot be an Initial Unit or a subsequent single Unit in a Multi-Unit Development Agreement. You will operate the Mobile Unit within the boundaries of the Designated Territory defined in the original Franchise Agreement for the brick-and-mortar Outlet, or as otherwise approved by the parties, primarily at typical food truck locations or at Vendor Events such as festivals, fairs picnics, and sporting events.

Multi-Unit Development Program.

Under the Multi-Unit Development Program, we will offer you the option to acquire additional single brick-and-mortar Units at a reduced Franchise Fee. You must agree to open and operate a minimum of at least two (2) Peach Cobbler Factory Units ("MUD Units") within a specified period of time ("Development Schedule"). The specific number of MUD Units awarded will be mutually agreed upon by you and us. If you elect to participate in and are approved for this program, you will execute a Multi-Unit Development Agreement (the "MUD Agreement") in the form attached as Exhibit F, which will describe the general area within which you will locate each additional Unit you agree to purchase, the MUD Schedule and the Initial and Discounted Franchise Fee for each Unit. For each MUD Unit, you must sign a separate Franchise Agreement according to the Development Schedule which may differ materially from the current Franchise Agreement included with this FDD. In no event will you sign a Franchise Agreement for any MUD Unit until we have complied with any applicable waiting periods prescribed by law, and in no event will you be a franchisee entitled to operate a MUD Unit as a Peach Cobbler Factory until we sign the Franchise Agreement for that particular Unit. You will sign a Franchise Agreement for your first MUD Unit (the Initial Franchise) at the same time you sign the MUD Agreement. You will also pay your MUD Fees for all locations you agree to open at the same time you sign the Initial

Franchise Agreement and the MUD Agreement. You must operate your Outlet in agreement with our standard business operating practices and sign our standard franchise agreement ("Franchise Agreement") which is attached to this Disclosure Document as Exhibit B for each Unit you agree to open, and our standard multi-unit development agreement ("Multi-Unit Development Agreement") which is attached to this Disclosure Document as Exhibit F.

The Market and Competition

The franchise targets its services to the general public. You may have to compete with other businesses including franchised operations, national chains, and independently owned companies offering similar services to customers. The market for a centralized Specialty Dessert Restaurant business is developed and moderately competitive. You will also face other normal business risks that could have an adverse effect on your Franchise. These may include industry developments, such as pricing policies of competitors, and supply and demand.

Regulations

The restaurant industry is heavily regulated. A wide variety of Federal, state and local laws, rules and regulations have been enacted that may impact the operation of your Outlet, and may include those which: (a) establish general standards, zoning, permitting restrictions and requirements and other specifications and requirements for the location, construction, design, maintenance and operation of the Outlet' premises; (b) set standards pertaining to employee health and safety; (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for restaurants and laws and regulations relating to access by persons with disabilities; employee practices concerning the storage, handling, cooking and preparation of food; restrictions on smoking; availability of and requirements for public accommodations and requirements for fire safety and general emergency preparedness; (d) regulate food and liquor service operations including establishing requirements for food identification and labeling; and (e) regulate advertisements. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Outlet and you should consider both their effect and costs of compliance.

Many of the laws, rules and regulations that apply to business generally, such as the Americans with Disabilities Act, Federal Wage and Hour Laws and the Occupational Safety and Health Act, also apply to restaurants. The U.S. Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce laws and regulations that govern food preparation and service and restaurant sanitary conditions. The federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide and particulate matters, including caps on emissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

The Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims. NLEA applies to virtually all foods in the food supply, including food served and sold in restaurants. While NLEA specifies a number of exemptions for restaurants, there are many instances where a nutritional label is required. The Food and Drug Administration's Nutritional Labeling Guide for Restaurants and

Other Retail Establishments provides answers to commonly asked questions regarding the application of NLEA.

You must identify, investigate, satisfy and comply with all laws, ordinances and/or regulations applicable to your Outlet, including employment, workers' compensation, insurance, corporate, tax, public health and similar laws and regulations, because they vary from place to place, can change over time and may affect the operation of your Outlet. You should independently research and review the legal requirements of the food services industry with your own attorney before you sign any binding documents or make any investments.

ITEM 2
BUSINESS EXPERIENCE

Chairman: Larry Johnston

Mr. Johnston has been our Chairman since April 21, 2022. He is also a Managing Member of LJGG Holdings, LLC, a FL entity which owned a PCF Outlet in Pembroke Pines, FL, which was sold in 2023, as well as a PCF Outlet in Ft. Lauderdale, FL as well as Miami, FL, since 2023. Since 2006, Mr. Johnston has been a venture capitalist. He operates these positions from his location in Fort Lauderdale, Florida.

CEO: Greg George

Mr. George has been our Chief Executive Officer since April 21, 2022, and was previously our Director of Franchise Development, beginning at our inception on July 25, 2021. Mr. George is a Managing Member of LJGG Holdings, LLC, a Florida entity which owned a PCF Outlet in Pembroke Pines, FL which was sold in 2023, as well as a PCF Outlet in Ft. Lauderdale, FL and Miami, FL, since 2023. In addition, since October 2016, Mr. George has been President of Rising Phoenix Group, LLC, located at Kure Beach, NC, a franchise consulting firm. He operates these positions from his location in Fort Lauderdale, Florida.

Director of Franchise Development: Andrew George

Mr. George has been our Director of Franchise Development since April 1, 2022. Previously, Mr. George was General Manager of Mr. Bagel Meister from 2018 until March 31, 2022. He operates these positions from his location in Wilmington, NC.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Single Unit Franchise Agreement:

Initial Franchise Fee Brick-and-Mortar: You must pay us an initial franchise fee of $34,950 in a lump sum when you sign the franchise agreement for a Single brick-and-mortar Outlet. The initial franchise fee is not refundable under any circumstances.

Mobile Unit Fee: You must pay us a fee of $9,950 for each Mobile Unit that you desire to operate in conjunction with a single Brick-and-Mortar Outlet upon our approval of your request to operate a Mobile Unit. This fee is not refundable under any circumstances. At this time, we do not offer the Mobile Unit as a separate franchise or as a stand-alone Unit apart from a brick-and-mortar Unit.

Multi-Unit Development Agreement:

If you desire to be a part of our Multi-Unit Development Agreement program (MUDA), you must sign a Franchise Agreement to open your first brick-and-mortar Peach Cobbler Factory Outlet and pay us the full Initial Franchise Fee of $34,950 for the first Unit and agree to open a minimum of one (1) and maximum of three (3) additional brick-and-mortar units under the Multi-Unit Development Agreement according to the Multi-Unit Development Schedule. The Initial Franchise Fee for subsequent Units purchased under our Multi-Unit Development program will be discounted by $10,000 per additional unit purchased for a Discounted Franchise Fee of $24,950 for each subsequent Unit you agree to purchase. The Multi-Unit Development Fee, which includes 100% of the Initial Franchise Fee or $34,950, for the initial Unit and $14,950 of the Discounted Franchise Fee of $24,950 for each subsequent Unit you agree to purchase is due at the time that you sign the Multi-Unit Development Agreement.

For example, if you agree to open only two (2) Peach Cobbler Factory Units under the Multi-Unit Development program, at the time of signing your Franchise Agreement for your first location you will pay us, as the Multi-Unit Development fee, comprised of the Initial Franchise Fee of $34,950 for the first Unit and the $14,950 of the Discounted Franchise Fee of $24,950 for the second unit you agree to develop under the Multi-Unit Development Agreement at the time you sign the MUDA, for a total MUDA Fee of $49,900. If you agree to open four (4) Peach Cobbler Factory Units, you will pay $34,950 for the first Unit and $14,950 of the Discounted Franchise Fee of $24,950, multiplied by three (3) or $44,850 for the three (3) additional units you agree to develop under the Multi-Unit Development Agreement at the time you sign the MUDA for a total MUDA Fee of $79,800. You must sign our then current Franchise Agreement for each additional Unit you agree to open and pay the balance of the discounted Franchise Fee or $10,000 upon signing of each subsequent Franchise Agreement in accordance with your MUD Schedule, the terms of which may vary from the Franchise Agreement attached to this disclosure document.

You pay us no other fees or payments for services or goods before your business opens.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee (Note 2)	6% of Gross Revenue per month.	Due on the 10th of each month. Deducted from your Business bank account via EFT	Required of all Franchisees. Royalty is to be paid monthly and will be collected electronically.
National Marketing Fund (Note 2)	2% of Gross Revenue per month	Due on the 10th of each month Deducted from your Business bank account via EFT	All franchised locations will be required to pay to us a contribution to the National Marketing Fund ("Fund") or a Multi-Area Marketing Program(s) (MAM Programs) equal to 2% of Gross Revenues per month. Any locations under the control of our principals, affiliates or associates are not required to participate in these programs
Local Marketing	2% of Gross Revenue per month	As incurred	We require that you spend 2% of your Gross Revenue per month on marketing and promotion within your Designated Territory
On-line App Ordering Fee	$129 per month	Due on the 10th of each month Deducted from your Business bank account via EFT	We pay the designated vendor then you will have the monthly fee drafted from your account via EFT
Initial Training for Additional Persons or new or replacement employees (Note 3)	$1,000 per person trained, if we train them.	As incurred	Initial Training for you and your manager is included in the initial franchise Fee. Additional persons will be trained will incur the $1,000 Initial Training Fee. New or Replacement Employees will be trained by you at your expense and at your location. You will be responsible for any travel expenses, wages, etc. of any persons who attend Initial Training.
Additional Assistance at Your Franchise (Note 4).	$500 per day (two day minimum) plus travel and living expenses.	As incurred	If you request that we provide additional training at your Outlet, or if as the result of an inspection or quality assurance audit we believe that remedial training is necessary, you must pay our daily fee for each trainer we send to your Outlet, and you must reimburse each trainer's expenses, including travel, lodging, meals and wages
Transfer Fee Single Unit (Note 5)	$0 - 5,000.	Prior to acceptance of transfer	Payable before you sell your franchise.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee MUDA (Note 5)	$0 - $5,000 for each unopened store.	With request for approval of transfer	Payable before you sell your franchise. No fee charged for a one-time transfer from individual(s) to a corporate entity formed for convenience of ownership of the franchise. In all other cases, the transfer fee will be $5,000 per unopened store according to the MUDA
Audit	Cost of audit plus 1.5% interest per month on understatement or the maximum interest rate allowed by applicable law, whichever is less.	On Demand	We pay all audit costs unless the audit shows an understatement of at least 1% of Gross Revenue/Sales for any month. or you have understated any amount you owe to us. You must also pay the understated amount plus interest. Also payable for failure to submit required reports.
Insufficient Funds Fees	$100 per occurrence	On demand, if incurred	Payable if there are insufficient funds in your account to pay fees due to us. If you incur three insufficient funds fees in any 12-month period, we have the right to terminate your Franchise Agreement. Unpaid amounts will also accrue interest.
Interest	1.5% per month	30 days after due date	Franchisees must pay interest on late payments in the amount of 1.5% per month, or the maximum interest rate allowed by applicable law, whichever is less. Interest accrues from the original due date until paid in full.
Franchise Renewal Fee Single Unit	Currently $5,000	30 days prior to renewal	Initial franchise term is 10 years. You may renew for 1 additional term of 10 years.
Liquidated Damages	Will vary under circumstances	Within 45 days of termination	If we terminate your Franchise Agreement for cause, you must pay us within 45 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by the number of months remaining in the Agreement had it not been terminated.
Costs and Attorneys' Fees	Will vary under circumstances	On demand	If you default under your agreement, you must reimburse us for the expenses we incur (such as attorneys' fees) in enforcing or terminating the agreement.

Type of Fee	Amount	Due Date	Remarks
Indemnification	Will vary under circumstances	On demand	You must reimburse us for the costs we incur if we are sued or held liable for claims that arise from your operation of the Outlet or for costs associated with defending claims that you used the Proprietary Marks in an unauthorized manner.
Computer and Communications Equipment Upgrades and Maintenance	Varies, but usually no more than $1,000 per year.	As incurred or as agreed	You must purchase upgrades and pay for maintenance for your computer and communications equipment, including upgrades for any required proprietary software, when we require you to do so.

Notes:

1) We impose all the fees in this table, you pay them to us and we do not refund them. The fees and costs in this Item 6 are uniformly imposed.

2) "Gross Revenues" means the total of all receipts derived from gross revenue receipts, whether the receipts are evidenced by cash, credit, checks, services, property, or other means of exchange. Gross Revenue excludes only sales tax receipts that you must by law collect from customers and that you actually pay to the government, promotional or discount coupons to the extent that Franchisee realizes no revenue, and employee receipt of services, if free, or any portion not paid for by an employee. Should you acquire a Mobile Unit, the revenue from the operation of the Mobile Unit will be combined with the revenue from the Brick-and-Mortar Outlet and royalties will be calculated on the combined amounts.

3) Training for you and your Manager is included in the Initial Franchise Fee. Additional persons trained will incur the $1,000 Initial Training Fee. New or Replacement Employees will be trained by you at your expense and at your location. Training fees can be increased or decreased by us at any time in our discretion.

4) Ongoing assistance by telephone is included. We will charge you the Additional Assistance fee only if you require additional assistance at your franchise. Fees for additional assistance can be increased or decreased by us at any time in our discretion.

5) Transfer Fees:

a) Single Unit. No Transfer Fee is required if you transfer your Outlet to a corporation in which you are the majority stockholder, or if you transfer the Outlet to your child, parent, sibling, or spouse subject to any such individual being approved as a franchisee by us. You must pay a Transfer Fee of $2,500 if you transfer the Outlet to another franchisee of ours. In all other cases, you must pay a Transfer Fee of $5,000.

b) MUDA. No fee charged for a one-time transfer from individual(s) to a corporate entity formed for convenience of ownership of the franchise. In all other cases, the transfer fee will be $5,000 per unopened store according to the MUDA.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT –
SINGLE UNIT FRANCHISE BRICK-AND-MORTAR

Type of Expenditure	Amount (Low)	Amount (High)	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (Note 1)	$34,950	$34,950	Lump sum via wire transfer, ACH or check	Upon signing of a Franchise Agreement	Us

Type of Expenditure	Amount (Low)	Amount (High)	Method of payment	When due	To whom payment is to be made
Travel and Living Expenses (Note 2)	$1,500	$2,000	As incurred	During training	Airlines, Hotels, Restaurants, etc.
Rent or Real Estate (Note 3)	$7,500	$25,000	As determined by Lessor	Prior to opening	Lessor
Design and Architect Fees (Note 4)	$2,500	$10,000	As Arranged	Prior to opening	Architect/Design Firm
Leasehold, Contractor Improvements, Construction Costs (Note 5)	$50,000	$225,000	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Site Survey (Note 6)	$3,500	$3,500	As incurred	Prior to opening	Designated vendor
Equipment Furniture & Fixtures (Note 6)	$30,000	$100,000	As incurred	Prior to opening	Designated vendors
Interior and Exterior Signage (Note 7)	$4,000	$15,000	As incurred	Prior to opening	Designated Suppliers
Miscellaneous Opening Costs (Note 8)	$500	$3,000	As incurred	Prior to opening and during first three months	Suppliers, Utilities, etc.
Business Licensing, Permits and Legal Fees (Note 9)	$500	$1,500	As incurred	Prior to opening	Attorneys Accountants, local and state jurisdictions
Initial Inventory/Start Up Supplies (Note 10)	$5,000	$8,000	As incurred	Prior to opening	Designated Suppliers
Advertising/Marketing (3 months) (Note 11)	$7,500	$10,000	As incurred	Prior to opening and during first three months	Distribution Service and Media,
Insurance (3 months) (Note 12)	$900	$1,800	As determined by Insurance Company	Prior to opening or as arranged with Insurance Company/Agent	Insurance Company/Agent
Computer Equipment and Proprietary Software (Note 13)	$2,094	$3,524	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors, Designated suppliers
Additional Funds for Initial three (3) Months (Note 14)	$7,000	$15,000	As incurred	As incurred	Suppliers, Utilities
TOTALS	**$157,444.00**	**$458,274.00**			

Notes:

1) PCF will approve or decline your application within 45 days of our receipt of your completed application. Your Franchise Fee will be due upon signing the Franchise Agreement and is fully earned upon payment. We will not refund the Initial Franchise Fee under any circumstances. Neither PCF nor any agent or affiliate finances any part of the initial investment.

2) These estimates include only your out-of-pocket costs associated with attending our initial training program, including travel, lodging, meals and applicable wages for two trainees. These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your

selection of lodging and dining facilities and mode and distance of transportation. Our training program lasts for approximately 2.5 days.

3) Rent/Real Estate: If you do not own adequate space, you must lease the space for your Business. Generally, this will include first and last months' rent, plus a security deposit. Typical franchises are commercial centers, strip centers or buildings on commercial streets with heavy traffic, malls and office buildings with a minimum square footage of 800 to 1,500 sq feet. The terms and conditions of all agreements relating to the purchase, lease, and alteration of the property will be negotiated solely by you; however, we require you to include certain lease provisions. The purchase of real estate may have additional legal expenses.

4) Design and Architect Fees: You must obtain construction plans for the build-out of your Outlet according to our specifications and must use our approved designer and architect.

5) Leasehold, Contractor Improvements, Construction Costs: The cost of leasehold improvements will vary depending on many factors, including: (a) the size and configuration of the premises; (b) pre-construction costs (including demolition of existing walls and removal of existing improvements and fixtures); and (c) cost of materials and labor, which may vary based on geography and location or whether you must use union labor for the build-out of your Outlet. These amounts may vary substantially based on local conditions, including the availability and prices of labor and materials. These costs may also vary depending on whether certain of these costs will be incurred by the landlord or through landlord tenant improvement contributions, and the condition of the space before you take possession of the premises. The low end of our estimate assumes that you have leased space that previously operated as a restaurant and that you will convert to a Peach Cobbler Factory Outlet. The high end of our estimate assumes that you have leased a "vanilla box" space and that more improvements are required. Our estimate does not include any tenant improvement allowance that you may negotiate.

6) Site Survey: You are required to use our designated vendor to have your chosen site to have a physical inspection, which includes but is not limited to, measurements and layout, utilities and infrastructure, environmental factors, code compliance, site constraints and opportunities.

7) Equipment Furniture and Fixtures. You will be required to purchase dining furniture and seating, counters, kitchen equipment, and other required items for the operation of your outlet. You are required to use our designated vendor for some of these items. Specifications for other required items will be provided in the Manual.

8) Signage. These amounts represent your cost for interior and exterior signage. You are required to use our designated vendor. Your landlord or your local ordinances may have different restrictions it places on interior and exterior signage which may affect your costs.

9) Miscellaneous Opening Costs: Includes other deposits, utility costs, telephone, Internet and communications costs and incorporation fees.

10) Business Licensing Permits and Professional Fees: These are estimates of the costs for obtaining local business licenses which typically remain in effect for one year. These figures do not include occupancy and construction permits which are included in the leasehold improvements estimate. The cost of these permits and licenses will vary substantially depending on the location of the Outlet. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement. This estimate also includes the cost for legal / professional / accounting fees.

11) You must purchase an initial inventory of certain items needed for opening your Outlet. Other than food inventory, these items include, but are not limited to, food serving containers, silverware, etc. The cost for these items, exclusive of shipping costs ranges from $5,000 to $10,000. Some of these items may only be purchased through designated suppliers.

12). Advertising Requirements for local and NMF: Franchisees will be required to spend a minimum amount on Local Marketing per month in addition to the contribution to the NMF and the Grand Opening Marketing Campaign to be conducted by our designated Advertising Agency. You must choose a six (6) or twelve (12) month marketing program that ranges from $200 to $1,000 per month and you must begin this marketing campaign 3 months prior to opening. This expense will count towards your required expenditure for local advertising during the first 3 months of operation but will be in addition to your monthly contribution to the NMF. Your grand opening marketing campaign must include giveaways of food

samples and other promotions, as we require, and we must approve all phases of your grand opening marketing campaign before it is conducted. This estimate includes pre-opening as well as the first 3 months of operation.

13). You must maintain insurance policies in amounts as specified by us periodically in the Manual. Insurance coverage must include general liability, combined single limit, bodily injury and property damage insurance for premises operations, and all other occurrences against claims of any person, employee, customer, agent, or otherwise.

14). You will be required to lease a POS system, only from our designated vendor. You will pay a fee to the vendor of $219 per month, which includes your equipment, hardware, software, technology training and support. You are also required to utilize our online customer ordering system provided via the Peach Cobbler App and currently you must pay $129 per month to us for this service and we will reimburse the Designated Supplier. You will also pay credit card transaction fees and depending on your Outlets volume and the number of credit card purchases, we estimate your processing fees to be approximately 0.78 % with an $0.08 per transaction fee. If you do not already own a desktop or laptop and basic accounting software, you may choose to purchase these. We estimate the cost to be between $750 and $1,000. We do not have any requirements for these items. We do not require that you use any specific vendors for your Internet and communications equipment. We do require that you meet certain minimum standards established periodically in the Manual. You are also required to install a security system from our designated vendor, which we estimate to be approximately $100 to $800 for the equipment as well as a monthly monitoring fee of approximately $30 to $50. In addition, you will be required to install a music system at an approximate equipment cost of $80 to $500 and pay a monthly service fee to our designated vendor of approximately $10 per month.

15). This estimates your initial startup expenses for an initial three-month period, not including payroll costs, and does not include any revenue generated by the operation of your Business. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting your Business. Your expenses will depend on factors such as: how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions (e.g., the local market for Dessert Specialty Restaurant, the prevailing wage rate, competition and the sales level reached during the initial period.

We relied on our principals combined 6 years' experience in the Dessert Specialty Restaurant business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not provide financing arrangements for you. If you obtain financing from others to pay for some of the expenditures necessary to establish and operate the franchise, the cost of financing will depend on your creditworthiness, collateral, lending policies, financial condition of the lender, regulatory environment, and other factors.

YOUR ESTIMATED INITIAL INVESTMENT –
ADD-ON MOBILE UNIT

Type of Expenditure	Amount (Low)	Amount (High)	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (Note 1)	$9,950	$9,950	Lump sum via wire transfer, ACH or check	Upon signing of a Franchise Agreement	Us
Leases (Note 2)	$1,000	$3,000	As determined by Lessor	Prior to opening	Lessor
Turn-key proprietary Vehicle (Note 3)	$40,000	$40,000	As incurred	Prior to opening	Designated Vendor
Miscellaneous Opening Costs (Note 4)	$500	$3,000	As incurred	Prior to opening and during first three months	Suppliers, Utilities, etc.

Type of Expenditure	Amount (Low)	Amount (High)	Method of payment	When due	To whom payment is to be made
Business Licensing, Permits and Legal Fees (Note 5)	$500	$1,500	As incurred	Prior to opening	Attorneys Accountants, local and state jurisdictions
Initial Inventory/Start Up Supplies (Note 6)	$500	$2,000	As incurred	Prior to opening	Approved Suppliers
Advertising/Marketing (3 months) (Note 11)	$3,000	$5,000	As incurred	Prior to opening and during first three months	Distribution Service and Media, Us
Insurance (3 months) (Note 12)	$900	$1,800	As determined by Insurance Company	Prior to opening or as arranged with Insurance Company/Agent	Insurance Company/Agent
Computer Equipment and Proprietary Software (Note 13)	$1,044	$1,500	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Additional Funds for Initial three (3) Months (Note 14)	$5,000	$10,000	As incurred	As incurred	Suppliers, Utilities
TOTALS	**$62,394.00**	**$77,750.00**			

Notes:

1) PCF will approve or decline your application for a mobile unit to be operated in conjunction with your brick-and-mortar Outlet within 45 days of our receipt of your completed application. Your Franchise Fee will be due upon approval and is fully earned upon payment. We will not refund the Initial Franchise Fee under any circumstances. Neither PCF nor any agent or affiliate finances any part of the initial investment. The terms of the original Franchise Agreement and any subsequent renewals will apply.

2) Leases: You may be required to lease a space in a parking lot or other private or public area to operate the Mobile Outlet within your Designated Territory. You will also have to pay fees to attend events.

3) Turnkey Proprietary Mobile Outlet. You must purchase the Mobile Outlet only from our Designated Vendor. This price does not include delivery costs.

4). Miscellaneous Opening Costs: Includes other deposits, utility costs, telephone, Internet and communications costs.

5) Business Licensing Permits and Professional Fees: These are estimates of the costs for obtaining local business licenses which typically remain in effect for one year. The cost of these permits and licenses will vary substantially depending on the location of the Outlet. This estimate also includes the cost for legal / professional / accounting fees.

6) You must purchase an initial inventory of certain items needed for opening your Outlet. Other than food inventory, these items include, but are not limited to, food serving containers, silverware, etc., propane and gasoline. The cost for these items is exclusive of shipping costs. Some of these items may only be purchased through designated suppliers.

7). Advertising Requirements for Local and NMF: The allowances for the Mobile Unit are included in the brick-and-mortar unit estimates above.

8) You must maintain insurance policies in amounts as specified by us periodically in the Manual. Insurance coverage must include general liability, combined single limit, bodily injury and property damage insurance for premises operations, and all other occurrences against claims of any person, employee, customer, agent, or otherwise. You will also be required to carry commercial vehicle insurance.

9) You will be required to lease an additional POS system, only from our designated vendor. You will pay a fee to the vendor of $219 per month, which includes your equipment, hardware, software, technology

training and support. You are also required to utilize our online customer ordering system provided via the Peach Cobbler App and currently you must pay $129 per month to us for this service and we will reimburse the Designated Supplier. You will also pay credit card transaction fees and depending on your Outlets volume and the number of credit card purchases, we estimate your processing fees to be approximately 0.78 % with an $0.08 per transaction fee. There are no other requirements for computers or software to operate the Mobile Outlet.

10). This estimates your initial startup expenses for an initial three-month period, not including payroll costs, and does not include any revenue generated by the operation of your Mobile Outlet. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting your Outlet. Your expenses will depend on factors such as: how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions (e.g., the local market for Dessert Specialty Mobile Restaurant, the prevailing wage rate, competition and the sales level reached during the initial period.

We relied on our principals combined 6 years' experience in the Dessert Specialty Restaurant business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not provide financing arrangements for you. If you obtain financing from others to pay for some of the expenditures necessary to establish and operate the franchise, the cost of financing will depend on your creditworthiness, collateral, lending policies, financial condition of the lender, regulatory environment, and other factors.

YOUR ESTIMATED INITIAL INVESTMENT
MULTI-UNIT DEVELOPMENT PROGRAM OF 2 or 4 UNITS

Type of Expenditure	2 Unit Amount (Low – High)	4 Unit Amount (Low – High)	Method of payment	When due	To whom payment is to be made
Multi-Unit Discount Fee (Note 1)	$49,900	$79,800	Lump sum	Upon signing First Franchise Agreement and MUDA	Us
Initial Investment for 1st Unit (Notes 1 & 2)	$122,494	$423,324	As indicated in Item 7 chart above	As indicated in Item 7 chart above	As indicated in Item 7 chart above
TOTALS (Note 4)	$172,394	$503,124			

Notes:

(1) Under the Multi-Unit Development Agreement, you must purchase a minimum of two (2) units and a maximum of 4 Units. You must sign our MUDA at the same time you sign the Initial Franchise Agreement for the first Franchise and will pay the Initial Franchise Fee of $34,950 for that Unit plus $14,950 of the discounted Franchise Fee of $24,950 for each subsequent Unit that you agree to open according to the Development Schedule included as Attachment A to the MUDA. (Exhibit F). The remaining balance of each discounted Franchise Fee of $10,000 for each subsequent Unit will be paid at the time you sign the Franchise Agreement for that Unit in conjunction with the MUDA. This chart is based on expenses for the minimum purchase of the minimum of two (2) Units and the maximum of four (4) Units and does not include any costs to operate a Mobile Unit. You will incur additional expenses if you purchase additional Units.

(2) Multi-Unit Development Developers will incur the expenses listed in the preceding Item 7 chart for each Single brick-and-mortar Unit purchased under a MUDA. For the purposes of this chart, this first Unit in this estimate does not include the Initial Franchise Fee, as that is part of the MUD Fee in the above row.

(3) The Total Estimated Initial Investment for the MUDA includes the MUD Fee (which is comprised of the Initial Franchise Fee for the 1st Unit of $34,950 and $14,950 of the discounted Franchise Fee of $24,950 for

each subsequent Unit you agree to open (either 2 or 4 units) that you must pay at the time you enter into the MUDA as well as the estimated range of fees you will incur to open and operate your first Unit for a period of three (3) months.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We require that you establish and operate your franchised Franchise in compliance with your Franchise Agreement. You must strictly follow our specifications as described in the operations manual we provide to you or other digital or written materials from us (collectively, the "Manual"), which we may modify from time to time. The Manual will be provided in a digital format and we require you to access the document using the Internet or an intranet created and supported by us. Our standards and specifications have been prescribed in order to maintain a uniform standard of high quality, value, advertising support and availability to be furnished to the public in connection with our Marks. In operating the Franchise, all equipment, supplies, and Outlet designs must conform to our standards and specifications, which have been established through years of experience. In the future, we may modify our Outlet equipment, supplies and Outlet design specifications.

You must purchase the POS system, food items, uniforms, security system, music, signage, furniture, and other operating supplies only from our Designated Suppliers. At the present time, we are not a supplier of any of these items. We may derive income or other material benefit from these required purchases from designated and approved vendors/suppliers. In the fiscal year ended December 31, 2023, we did not derive any revenue from these required purchases.

Designated Suppliers:

Real Estate Broker: GoldCo Realty, 708 Main Street, Bradley Beach, NJ 07720, Adam Goldschmidt, 917-902-1154.

General Contractor: B&K Construction Managers, LLC, 1905 Highway 59 Mandeville, Louisiana 70448, Michael Shane, (585) 820.6443

Architect: Simon Architectural, 514 N East 9th Avenue, Pompano Beach, FL 33360, Richard Simon, richard@SimonARC.com, www.SimonARC.com, (954) 592-4941

Specified Food Items:

Sysco Corp, 1390 Enclave Parkway, Houston, TX 77077; and (281) 584-1390

Rich Foods- Commercial Chain Manager| Foodservice Division, Buffalo NY, and; 240.372.4783

David's Cookies - 11 Cliffside Dr, Cedar Grove, New Jersey, 07009, United States, and; (904) 910-8023

POS System, Card Processing and Gift Cards: Heartland Restaurant, 1 Heartland Way, Jeffersonville, IN, (812) 280-8222.

POS Activation / Support: Ohio Valley Business Systems http://www.ovbs.org/ Phone: (502) 499-6699

Online Consumer Ordering App: COMO, https://www.como.com/

Security System: ADT Security Systems, 1501 Yamato Road, Boca Raton, FL 33431, (561) 988-3600

Furniture: Eight Mile Marketing, LLC, PO Box 30276, Cincinnati, Ohio 45230, (513) 509-7420, contact: John Dickinson

Signs and Interior Décor: Hayden Commercial Branding, 2700 Holloway Road, #107, Louisville, KY 40299, (502) 599-5202

Scent Marketing: Scent Air, 3810 Shutterfly Road, #900, Charlotte, NC 28217, (704) 504-2320

Music: Spotify, 4 World Trade Center, 150 Greenwich Street, 62nd Floor, New York, NY 10007

Equipment and Supplies:

Cintas Corp, 6800 Cintas Boulevard, Mason, Ohio 45040 (513) 459-1200

Supplies on the Fly, 222 Chastain Meadows Court, Kennesaw, GA 30144, Becky Bryant, (866) 792-4793

F'Real Foods, 6121 Hollis Street, Emeryville, CA, 94608, David Packer, (877) 367-7325

Delivery Services: DoorDash, Uber Eats, Grub Hub

Mobile Unit: US Custom Concession, LLC, 4601 N Lois Ave, Tampa, FL 33614; and (813) 442-6504

Advertising Agency: Hyperlocology Marketing / 8936 Northpointe Executive Park Dr./ Suite 240 / Huntersville, NC 28078, https://www.hyperlocology.com, (646) 703-2727

#

PCF estimates that the cost of the required purchases that must be purchased from designated or approved suppliers or in accordance with PCF's specifications will represent approximately 65% to 80% of your total purchases in connection with the establishment of your business and will represent from 55% to 62% of your ongoing expenses.

There are no approved suppliers in which any of our officers owns an interest.

We expect to derive some revenue or incentives from Franchisees' required purchases from designated and approved suppliers in the next and following fiscal years. These incentives serve to partially reimburse us for our costs in the initial sourcing, approval and ongoing monitoring of compliance with our quality standards by our suppliers, but we may receive incentives in excess of our cost to source, approve and monitor suppliers. We have negotiated and received incentives

with the vendors listed below. In the fiscal year ended December 31, 2023, we received $151,255 from these incentives, which represents less than one percent (1%) of our total revenue of $1,765,006. We do not pass on any of these incentives to our franchisees.

Eight Mile Marketing/Dickinson: 5% rebate on all furniture purchases

Cintas: Marketing allowance based on systemwide sales volume. $0 - $30,000 = 0%, $30,000 - $60,000 = 1%, $60,000 - $100,000 = 2%, $100,000 - $150,000 = 3%, $150,000 - $200,000 = 4%, $200,000 - $300,000 = 5%.

Sysco: $0.75 per case for all cases delivered.

Supplies on the Fly: 2% on all purchases from Franchisees.

Heartland Restaurant POS and Processing: 10% of invoiced amount.

US Custom Concession, LLC – 5% per unit.

Rich Foods – 1% rebate on all purchases from Franchisees.

If you would like to purchase these items from another supplier, you may request our "Supplier Approval Criteria and Request Form." Based on the information and samples you supply to us, we will test the items supplied and review the proposed supplier's business reputation, delivery performance, credit rating and other information. There is no cost to you for this review. We expect to complete our review and advise you of our decision within 30 days after you submit the required information. The specifications and standards for these required purchases are in the Manual. We reserve the right to disapprove any previously approved vendor whose performance falls below our standards. We will make any approvals of new vendors or revoke approval of vendors in writing based on the vendor's credit worthiness, delivery standards, and cost and will incorporate our decision in the Manual. The specifications and standards for these required purchases are in the Manual.

We do not have any purchasing or distribution cooperatives as of the date of this Disclosure Document; however, we have negotiated purchase arrangements with some suppliers and distributors for the benefit of our Franchisees. We do not provide material benefits, such as renewing or granting additional franchises, to Franchisees based on their use of designated or approved suppliers.

Leases

You must obtain PCF's prior written approval of your proposed business site. PCF requires you to include certain provisions in your lease (See Attachment VI to the FA).

Insurance

Before you open a Business for operation, you must obtain the insurance coverage for the Business as specified below, provided that the types, amounts, and terms of coverage are subject to adjustment from time to time by us, in our sole discretion. The insurance coverage must be maintained during the term of the Franchise Agreement and provide evidence of insurance to us that insurance has been obtained from a responsible carrier or carriers acceptable to us.

All insurance coverage shall be taken out in your name and shall name us an additional insured and be placed with insurers designated by us or acceptable by us. You must furnish us with certified copies of each of the insurance policies described above on the earlier of your opening of the business or thirty (30) days following the date that the Franchise Agreement is executed. You must purchase "A" rating insurance policies. Each such policy shall provide that it cannot be canceled without thirty (30) days prior written notice to us and that we shall receive at least thirty (30) days prior written notice of its expiration. You shall promptly refer all claims or potential claims against you or against us to your insurer and to us.:

A. If you have employees, workers' compensation insurance in amounts prescribed by law in your territory;

B. Fire and lightning, extended coverage, theft, vandalism and malicious mischief, flood (if the Franchise is in a Designated Flood Hazard Area), and sprinkler leakage insurance on the Franchise and all fixtures, equipment, supplies and other property used in the operation of the Franchise, for not less than 100% of the replacement value of the same, except that an appropriate deductible clause will be permitted;

C. Comprehensive general liability insurance and product liability insurance coverage in such amounts and upon such terms as may from time to time be customary for a Dessert Specialty Restaurant business located in your Territory, but not less than $1,000,000, insuring both you and PCF against all claims, suits, obligations, liabilities and damage, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage relating to the use or condition of the Franchise; and

D. Such additional insurance as may be required by the terms of any lease or mortgage for the Franchise.

C. If you operate a Mobile Unit, you will be required to carry Commercial Auto Insurance with policy limits specified in the Operations Manual.

Computer Requirements

We do not currently require you to purchase any particular computer hardware brand to establish or operate the Business, but we do specify the standards for computer and communication equipment and Internet access. You may be required to purchase software to use in the operation of your Franchise. We reserve the right to require you to specify computer hardware or software, and other communications equipment, and to specify other computer-related and communications standards in the future.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise 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(s)	ITEM in Disclosure Document
A	Site selection and acquisition/lease if any	Sections 8.02, 10.02 10.03 and Attachment VI of the Franchise Agreement	ITEM 11
B	Pre-opening purchases/leases	Sections 10.02, 10.03 & 12 of the Franchise Agreement	ITEM 11
C	Site development and other pre-opening requirements	Sections 8, 10 & 12	ITEM 11
D	Initial and ongoing training	Sections 8.04, through 8.07of the Franchise Agreement	ITEM 11
E	Opening	Section 5.02, 8.02, 8.04, 8.06, 10.01 of the Franchise Agreement Section IV in the MUD Agreement	Attachment A
F	Fees	Sections 5, 8, 9, 13 and Attachment I of the Franchise Agreement	ITEM 5, 6, & 7
G	Compliance with standards and policies/Manual	Section 7.04, 12.02, 12.03	ITEM 11
H	Trademarks and proprietary information	Section 6 & 7 and Attachment IV of the Franchise Agreement	ITEM 13 & 14
I	Restrictions on products and services offered	Sections 8.03, 12.06	ITEM 8 & 16
J	Warranty and customer service requirements	Section 12.09 of the Franchise Agreement	Not Applicable
K	Territorial development and sales quotas	Section 4 and Attachment 1 of the Franchise Agreement Attachment A of the MUD Agreement	ITEM 11 & 12
L	Ongoing Product and service purchases	Section 12	ITEM 8 & 16
M	Maintenance, appearance and remodeling requirements	Sections 10.01, 10.04 12.02, 12.03 of the Franchise Agreement	Not Applicable
N	Insurance	Section 12.08 of the Franchise Agreement	ITEM 8
O	Advertising	Section 9 of the Franchise Agreement	ITEM 11
P	Indemnification	Sections 12.14 of the Franchise Agreement	Not Applicable
Q	Owner's participation/management staffing	Section 12.04 of the Franchise Agreement	ITEM 15
R	Records and reports	Section 11 of the Franchise Agreement	Not Applicable
S	Inspection and audits	Section 11.03 of the Franchise Agreement	Not Applicable
T	Transfer	Section 14 of the Franchise Agreement	ITEM 17
U	Renewal	Section 3 of the Franchise Agreement	ITEM 17

	Obligation	Section in Agreement(s)	ITEM in Disclosure Document
V	Post-termination obligations	Sections 7 and, 15 & Attachment IV of the Franchise Agreement	ITEM 17
W	Non-competition covenants	Section 7 & 16 of the Franchise Agreement and Attachment IV	ITEM 17
X	Dispute resolution	Section 16 of the Franchise Agreement Section IX of the MUD	ITEM 17
Y	Other	Not Applicable	Not Applicable

ITEM 10
FINANCING

Neither Peach Cobbler Factory nor any agent or affiliate(s) of ours offers direct or indirect financing. We do not guarantee your note, lease, or obligation.

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

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

Pre-Opening Obligations

Before you begin your Business, we will:

1. We will provide to you our written site selection guidelines and the site selection assistance we deem advisable. (See Sections 4 and 10 of the Franchise Agreement).

2. Provide you access to our digital confidential operating Manual, which contains mandatory and suggested specifications, standards, operating procedures and rules. The Manual is confidential and remains our property. We may modify the Manual from time to time, but the modification will not alter your status and rights under the Franchise Agreement. (See Section 7.04 of the Franchise Agreement). We have included a copy of the Table of Contents of our Manual as Exhibit E to this Franchise Disclosure Document. The Operating Manual consists of 33 pages.

3. Provide advice about selecting and analyzing a site (Approved Location) for the Franchise. Your site must be at least 800 to 1,500 square feet. Site selection is your responsibility, but we will assist you in the site selection process by considering population density, traffic patterns, and proximity of the proposed site to other Peach Cobbler Factory or any other reasonable criteria. PCF will approve or disapprove your site within 30 days after we receive notice of the site from you. The franchise agreement cannot be terminated due to failure to agree on the Approved Location; however, the franchise agreement may be terminated for failure to designate an Approved Location within 120 days of signing the Franchise Agreement, In addition, failure to begin operations of your PCF franchise within 270 days of signing the Franchise Agreement may result in termination of the Franchise Agreement and we will retain all monies received if this is

your only Outlet or if this is your first Outlet as part of a MUDA. If you signed a Multi-Unit Discount Agreement, we will determine or approve the location of future units and any territories for those units, and our then-current standards for sites and territories will apply. Additional Outlets will be opened according to the MUD Schedule attached as Attachment A to the Multi-Unit Development Agreement, included as Exhibit F. (See Sections 8.02 and 10 of the Franchise Agreement, and Attachment A to the MUDA).

4. Provide you advice about the negotiation of the lease or purchase of a site for your Business, which will be leased or purchased by you from independent third parties. Our assistance in no way constitutes a representation or warranty with respect to the lease or purchase. (See Sections 10.02 and 10.03 of the Franchise Agreement).

5. Approve, if it meets our standards and specifications for approval, plans submitted for the design of your Franchise. Construction or remodeling, if needed, should begin as soon as possible after signing the Franchise Agreement, but, in any case, will not begin later than three months after signing the Franchise Agreement. Upon request, we will assist in the development and planning of any construction or remodeling with respect to sign specification and colors and Franchise layout and design. You must pay for construction or remodeling and all other costs associated with compliance and permits. Our approval means that the site and plans meet minimum specifications and is not a warranty for their appropriateness. (See Section 10 of the Franchise Agreement).

6. Provide assistance with equipment, signs, fixtures, opening inventory and supplies. We will provide you a list of the names of approved suppliers and interior design firms. Upon request, we will provide written specifications for these items. We do not deliver or install any of the items. (See Section 8.03 of the Franchise Agreement).

7. We will provide You with initial training. For further details, please see the disclosure under the subheading, “Initial Training Programs,” below:

During the operation of the franchised business, PCF will:

1. Research new equipment, supplies, services and methods of doing business and provide you with information concerning developments of this research. (See Section 8.09 of the Franchise Agreement).

2. Offer you continuing advisory services by telephone, email or other types of communication during normal business hours not to exceed 10 hours in a 30-day period. Any additional advisory services you request may incur a fee. We may also provide to you visits by our field representative, but any on-site consultation you request, or that we may deem necessary will incur a fee and you will be required to reimburse any travel expenses incurred by the representative we send. (See Sections 8.06 and 8.07 of the Franchise Agreement).

3. We will include information about your Franchise on our Web site. (See Section 8.12 of the Franchise Agreement).

4. We may provide to you a toll-free support line. While we currently do not charge a fee, we reserve the right to charge an additional fee for this service. (See Section 8.06 of the Franchise Agreement).

5. We may implement a purchasing system for you and negotiate prices and terms with suppliers. We may receive rebates from the suppliers for these purchases. We reserve the right to use these funds in our sole discretion. (See Section 8.11 of the Franchise Agreement).

6. We do not currently intend to hold annual regional or national conferences to discuss on-going changes in the industry, operational techniques, developments, personnel training, bookkeeping, accounting, advertising programs and new service procedures. You will be sent updates to these processes virtually. You are required to comply with any changes. We reserve the right to initiate Annual conferences and/or additional training in which you must travel to a specific location in the future. You may incur a fee payable to us and will be responsible for any travel, lodging and other expenses for you and any other employee who attends, if implemented. (See Section 8.05 of the Franchise Agreement).

7. Provide marketing, promotional materials, and services to you. Materials provided may include video and audiotapes, copy-ready print marketing materials, posters, banners and miscellaneous items. You will receive one sample of each at no charge. If you want additional copies you must pay duplication costs. We may use both outside advertising and marketing agencies and internal staff to create advertising. You may develop marketing materials for your own use, at your own cost. We must approve the marketing materials in advance and in writing within fifteen days from receipt. We reserve the right to utilize marketing developed by you for the use of all Franchisees without any payment or other compensation to you. (See Section 9.03 of the Franchise Agreement).

8. There are no restrictions on your marketing; except that you may not advertise independently on the World Wide Web or outside your territory and that your advertising must be approved by us. (See Section 9 of the Franchise Agreement).

9. We may set maximum prices for use with multi-area marketing and special price promotions.

Initial Training Programs

Within four (4) to six (6) weeks of our viewing of your Certificate of Occupancy, or any other time as may be mutually agreed upon, we will begin training you and your designated Manager as follows**:**

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Orientation	Minimum of 1 Hour	None	Fort Lauderdale, Florida
Outlet Layout and Design	Minimum of 1 Hour	None	Fort Lauderdale, Florida
Safety and Insurance	Minimum of 1 Hour	None	Fort Lauderdale, Florida
Marketing and Promotion	Minimum of 2 Hours	None	Fort Lauderdale, Florida
Basic Store Management	Minimum of 4 Hours	Minimum of 7 Hours	Your Outlet
Kitchen Operation:	Minimum of 6 Hours	Minimum of 8 Hours	Your Outlet

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
TOTALS	**Minimum of 15 Hours**	**Minimum of 15 Hours**	

Our training staff will be headed by Rich Lochten, our Director of Training who has had more than 4 months' experience in various operational capacities relating to the operation of a Peach Cobbler Factory business and more than 40 years in the restaurant/hospitality business. Training materials will consist of The Manual and other materials we deem appropriate. The training program will be conducted as often as necessary to enable each franchisee to complete training prior to opening for business.

You and your designated Manager must attend, but we do not charge an additional fee for this training or service unless more than two persons are attending. You will, however, be required to pay the travel, meals, lodging and wages for you, your designated Manager, and your employee(s). All training, except any on-site training, will be held at our company training center in Fort Lauderdale, Florida, or at another designated location. You may train as many people as you choose including New and Replacement employees during the term of your Franchise Agreement at your expense and at your location. You and your Manager must complete this training to our satisfaction, or repeat this training, at no cost prior to commencing operation of your franchise. (See Section 8.04 of the Franchise Agreement).

Marketing Programs

Franchisee Advertising

Local: At the present time, you are required to market on a local basis as an individual Franchise or by local marketing agencies hired by you. You are required to spend a minimum of 2% of Gross Revenue per month on your monthly marketing and promotion in your Designated Territory. (See Section 9.02 of the Franchise Agreement).

Grand Opening Campaign: You must conduct a grand opening marketing campaign and the Grand Opening Marketing Campaign must be conducted by our designated Advertising Agency. You must choose a six (6) or twelve (12) month marketing program that ranges from $200 to $1,000 per month and you must begin this marketing campaign 3 months prior to opening. This expense will count towards your required expenditure for local advertising only during the first 3 months of operation but will be in addition to your monthly contribution to the NMF. Your grand opening marketing campaign must include giveaways of food samples and other promotions, as we require, and we must approve all phases of your grand opening marketing campaign before it is conducted. (See Section 9.02 of the Franchise Agreement).

National Marketing Fund / Multi Area Marketing Programs

You will be required to participate in national advertising and/or multi-area marketing programs. All Franchisees will be required to pay to us a contribution to the National Marketing Fund ("Fund") or a Multi-Area Marketing Program(s) (MAM Programs) in the amount of two percent (2) % of Gross Revenue per month at the same time and manner as the Royalty Fee. We will hold contributions to the Fund or MAM Program(s)in any bank account of our choosing, including the

corporate account. The Fund and/or MAM Programs will be administered by PCF's marketing and accounting staff. Company-owned, affiliate-owned and/or associate-owned Peach Cobbler Factory locations will not be required to contribute to the Fund and MAM Programs. We will use the Fund or MAM Programs for local, regional, national, or international advertising or marketing, development, and maintenance of any Internet or e-commerce programs, related expenses, and any media or agency costs. PCF will not derive income from the funds, but we may reimburse our administrative expenses incurred in administering the Fund or MAM Programs. We may also use the funds to offset or partially rebate the franchisee's local media and printing expenses. Advertising expenditures may or may not be proportionate to your contributions or provide direct benefit to you or any other Franchisee. We are not required to spend any amount on advertising in your particular territory. We will spend the contributions to the Fund or MAM Programs in our discretion, and we have no fiduciary duty to you regarding the contributions. We may accumulate these funds, and the balance may be carried over to subsequent years. If the Fund or MAM Program(s) operate(s) at a deficit or require additional funds at any time, we reserve the right to loan such funds to the Fund or MAM Program(s) on any terms we determine. An unaudited annual financial statement of the Fund and MAM Programs will be prepared within 120 days of the close of our fiscal year and will be available to any Franchisee upon written request. (See Section 9.05 of the Franchise Agreement).

Any advertising funds not spent in the fiscal year in which they accrue will be carried over to the next year. The fund will not be used to solicit the sale of franchises. We do not expend any part of the advertising fund to solicit new franchise sales.

In the last fiscal year ending December 31, 2023, the Advertising Fund spent 30% on production, and 70% on media placement. No funds were carried forward into 2024.

Regional Advertising Cooperative

Although we have not done so, we have the power to require advertising cooperatives to be formed, changed, dissolved or merged. We can establish one or more associations and/or sub-associations of PCF franchisees to conduct various marketing related activities on a cooperative basis. The Cooperative will be made up of franchisees who are located in or near Designated Marketing Areas, as determined by Us, and will be managed by franchisees elected by the group. The Cooperative, if established, may adopt its own written governing regulations, which you must follow but these regulations are subject to consent by us. These regulations will be made available to the Franchisee upon written request.

We will notify you in writing of the Regional Advertising Cooperative for your area that you must join and the amount of your advertising cooperative contributions. When implemented, your contributions will be no more than 2% of Gross Revenues unless the Cooperative changes the maximum contribution. Company-owned, affiliate-owned and/or associate-owned PCF locations, if any, within the boundaries of the Cooperative will not be required to contribute to the Cooperative. Expenditures by the Regional Advertising Cooperative need not be in proportion to the contributions you make or any other franchisee makes. An unaudited annual financial statement of the Regional Advertising Cooperative will be prepared within 120 days of the close of our fiscal year and will be available to any Franchisee upon written request. (See Section 9.02 of the Franchise Agreement).

Other Advertising Information

Although we have not done so, we have the power to require a Franchisee Advisory Council to be formed, changed, dissolved or merged. If formed, we will periodically meet with a council(s) of PCF franchisees ("Franchisee Advisory Council") to provide us input. Members of the Franchisee Advisory Council will be selected by us from existing Franchisee's. We will give due consideration to all input from the council(s) but we retain the ultimate decision-making authority and responsibility for all of these matters. If we submit a matter for approval by the Franchisee Advisory Council, if one is formed, and that matter is approved by a majority vote of the Franchisee Advisory Council, that approval will be fully binding on you.

Website / Intranet:

We alone may establish, maintain, modify or discontinue all internet, World Wide Web and electronic commerce activities pertaining to the System. We have established one or more websites accessible through one or more uniform resource locators ("URLs"). We will provide your Outlet with a listing on our website and we may, but are not required to, design and provide for the benefit of your Outlet a "click through" subpage at our website for the promotion of your Outlet. If we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Outlet, you must routinely provide us with updated copy, photographs and news stories about your Outlet suitable for posting on your "click through" subpage. We have the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage.

Any websites or other modes of electronic commerce that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at Peach Cobbler Factory – also be devoted in part to offering Peach Cobbler Factory franchises for sale and be used by us to exploit the electronic commerce rights which we alone have.

In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, System discussion forums and System-wide communications (among other activities) can be done. You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Outlet; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "Peach Cobbler Factory" name or any names confusingly similar to the Proprietary Marks.

You are not permitted to promote your Outlet or use any of the Proprietary Marks in any manner on any social or networking websites, which includes but is not limited to Facebook, Instagram, LinkedIn, YouTube, TikToK or Twitter, without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Outlet' operation, including prohibitions on your and the Outlet' employees posting or blogging comments about the Outlet or the System, other than on a website established or authorized by us ("social media" includes but is not limited to personal blogs, common social networks like Facebook, and Instagram, professional networks like LinkedIn, live-blogging tools like Twitter and video networks like YouTube and TikTok, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We will provide access

to branded social media pages/handles/assets, and you must update these regularly. We have the right to conduct collective/national campaigns via local social media on your behalf.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage. (See Section 9.06 of the Franchise Agreement).

Schedule for Opening

It is estimated that the length of time between the signing of the Franchise Agreement and the opening of your Business will usually be about 180 to 270 days. Factors affecting this length of time include financing arrangements, property lease terms, construction or conversion requirements, and scheduling and completion of the training program. Failure to begin operations of your PCF franchise within 270 days of signing the Franchise Agreement may result in termination of the Franchise Agreement and we will retain all monies received, if this is your only Outlet or if this is your first Outlet as part of a MUDA. Additional Outlets will be opened according to the MUD Schedule attached as Attachment A to the Multi-Unit Development Agreement, included as Exhibit F. (See Sections 8.02 and 10 of the Franchise Agreement, and Attachment A to the MUDA).

Hours of Operation

In order to provide a uniform experience for our customers, we have established Mandatory Hours of Operation for your Outlet. Currently, you must maintain hours of 12 p.m. to 10 p.m. Monday through Sunday every week (7 days a week). You must gain prior written approval from the Franchisor to adjust days or hours of operation We will provide information in the Operations Manual or notify you in advance and in writing instructions for holiday hours or other special events. You may not change your hours of operation without prior written approval from Us.

Computer Systems, Proprietary Software, and Internet Access

You must have access to the Internet, have an electronic mail address provided by us, and periodically check your electronic mailbox and the portion of our Web site devoted to franchise owners. We reserve the right to market and sell, over the Internet (See Section 12.14 of the Franchise Agreement).

You will be required to lease a POS system, only from our designated vendor. You will pay a fee to the vendor of $219 per month, which includes your equipment, hardware, software, technology training and support. You are also required to utilize our online customer ordering system provided via the Peach Cobbler App and currently you must pay $129 per month to us for this service and we will reimburse the Designated Supplier. You will also pay credit card transaction fees and depending on your Outlets volume and the number of credit card purchases, we estimate your processing fees to be approximately 0.78 % with an $0.08 per transaction fee. If you do not already own a desktop or laptop and basic accounting software, you may choose to purchase these. We estimate the cost to be between $750 and $1,000. We do not have any requirements for these items. We do not require that you use any specific vendors for your Internet and communications equipment. We do require that you meet certain minimum standards established periodically in the Manual. You are also required to install a security system from our designated vendor, which we estimate to be approximately $100 to $800 for the equipment as well as a monthly monitoring fee

of approximately $30 to $50. In addition, you will be required to install a music system at an approximate equipment cost of $80 to $500 and pay a monthly service fee to our designated vendor of approximately $10 per month.

The required POS Software will generate information and PCF will use this information to collect revenue and other operating data. We will have access to this information over the internet. However, we will be restricted to the information relating to your Outlet. PCF has the contractual right to poll the necessary data from your computer, but as a practical matter would be unable to do so without your cooperation. PCF will not have the right to access other types of data on your computer and does not have the ability to access it independently.

You may be required to upgrade your hardware and/or software in order to utilize the computerized system as technological advances require. You will be responsible for the cost of such upgrades. You will not be required to upgrade your hardware or software more often than once a year, at a maximum cost of $1,000. (See Section 12.14 of the Franchise Agreement).

You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems, and you may not sue us for any harm caused by such computer-related problems. You must also take reasonable steps to verify that any person or entity upon whom you rely is reasonably protected. This may include establishing firewalls, access code protection, anti-virus systems, and use of backup systems. (See Section 12.15 of the Franchise Agreement).

ITEM 12
TERRITORY

Franchise Agreement:

Single Unit Brick-and-Mortar

Subject to our reservations set forth below, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands we control. You will, however, receive a protected territory ("Designated Territory") having a one (1) mile radius from your Approved Location. From within that Designated Territory, you will operate from one Outlet approved by us ("Approved Location") and must receive our permission before relocating**.** The franchise agreement cannot be terminated due to failure to agree on site selection; however, the franchise agreement may be terminated for failure to designate a location within three (3) months of signing the franchise agreement. Provided you are in compliance with your Franchise Agreement, PCF will not operate, through our current trademarks or different trademarks, any PCF permanent franchises or grant franchises for a similar or competitive business within your Designated Territory, but it has the right to do so anywhere outside your Territory. Once established and unless otherwise agreed to in writing, the boundaries of your Designated Territory will not be adjusted regardless of whether the population of your Designated Territory increases or decreases over time.

Your Designated Territory does not extend to, and you may not advertise independently on, the Internet or World Wide Web. We will maintain Peach Cobbler Factory Web pages which will include information regarding your Franchise.

You are responsible for selecting a site for the Approved Location, but we will assist you in the process by considering population density, traffic patterns, and proximity of the proposed site to other Peach Cobbler Factory Outlets or any other reasonable criteria. PCF must approve or disapprove your site within 30 days after we receive notice of the site from you. If we cannot agree on site selection, then PCF will send a representative to assist in site selection. The franchise agreement cannot be terminated due to failure to agree on site selection; however, the franchise agreement may be terminated for failure to designate an Approved Location within Ninety (90) days of signing the Franchise Agreement, In addition, failure to begin operations of your PCF franchise within three hundred and sixty-five days (365) days of signing the Franchise Agreement may result in termination of the Franchise Agreement and we will retain all monies received. If you signed a Multi-Unit Development Agreement, we will determine or approve the location of future units and any territories for those units, and our then-current standards for sites and territories will apply. We generally do not own or lease the premise for your Outlet.

We also offer the opportunity to purchase, at any time during the term of the Franchise Agreement, a Mobile Unit to be operated in conjunction with brick-and-mortar Outlet and within the designated territory. (see Attachment XI to the Franchise Agreement.).

There is no minimum sales quota; nor is there a minimum royalty fee. The monthly royalty fee of 6% of Gross Revenue is required. Failure to pay the royalties is a material breach of the Franchise Agreement and may result in termination.

You do not receive the right to acquire additional franchises within your area or any contiguous area by this agreement alone. Each Franchise Agreement is a separate and distinct transaction between you and us. We intend to develop a strong system of multi-unit owners. You are encouraged to purchase franchise rights to operate additional franchises outside your local trade area. You do not receive any rights to use any other channel of distribution for our products or services without our written consent.

Nothing in the Franchise Agreement will prevent us from:

i. operating and/or franchising others to operate outlets identified in whole or in part by the Proprietary Marks and/or utilizing the System in the Designated Territory that are located in gas stations or convenience stores; transportation facilities, including airports, train stations, subways and rail and bus stations; military bases and government offices; sports facilities, including stadiums and arenas; amusement parks, zoos and convention centers; car and truck rest stops and travel centers; educational facilities; recreational theme parks; hospitals; business or industrial foodservice venues; venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider; Indian reservations; casinos; or any similar captive market location not reasonably available to you ("Non-Traditional Site");
ii. awarding national, regional or local licenses to third parties to sell products under the Proprietary Marks in foodservice facilities primarily identified by the third party's trademark;
iii. merchandising and distributing products identified by the Proprietary Marks in the Designated Territory through any method or channel of distribution other than through the operation of an outlet, including distribution of proprietary products through grocery stores, club stores and similar stores;

iv. selling and distributing products identified by the Proprietary Marks in the Designated Territory to restaurants other than Peach Cobbler Factory outlets identified by the Proprietary Marks, provided those restaurants are not licensed to use the Proprietary Marks in connection with their retail sales;
v. selling products and services through other channels of distribution, including the internet, wholesale, mail order and catalogue;
vi. developing and/or owning other franchise systems for the same or similar products and services using trade names and trademarks other than the Proprietary Marks; and
vii. purchasing, being purchased by, merging or combining with, businesses that we deem to offer direct competition to Peach Cobbler factory Outlets.

Unless otherwise stated, you understand and acknowledge that if any Non-Traditional Site (as described above) is located within the physical boundaries of your Designated Territory, then the premises of this Non-Traditional Site will not be included in your Designated Territory, and you will have no rights to this Non-Traditional Site.

Neither we nor our affiliates are prohibited from:
i. operating and franchising others to operate, Peach Cobbler Factory Outlets at any location outside of the Designated Territory;
ii. operating and franchising others to operate, after your Franchise Agreement terminates or expires, Peach Cobbler Factory Outlets at any location, including locations inside the Designated Territory; and
iii. operating and franchising others to operate at any location, during or after the Initial Term or any renewal of the initial Term, any type of restaurant other than a Peach Cobbler Factory Outlet.

The restrictions contained in this section do not apply to Peach Cobbler Factory Outlets in operation, under lease or construction or other commitment to open in the Designated Territory as of the Effective Date.

Except as expressly limited, we have the right to conduct any business activities, under any name, in any geographic area and at any location, regardless of the proximity to the Outlet or the economic effect on your Outlet or activities under this Agreement.

Limits on Where You May Sell. You may offer and sell Products only: (a) from the Approved Location; (b) in accordance with the requirements of your Franchise Agreement and the procedures set forth in the Manual; and (c) to retail customers for consumption on the Outlets premises, for personal, carry-out consumption, catering, and/or for delivery. You may sell our menu items to customers who live anywhere but who choose to dine at or from your Approved Location, but you may only provide delivery and/or catering services to addresses within your Designated Territory if you use your own vehicle. Delivery services such as Uber Eats and Door Dash are exempt from this restriction. You agree not to offer or sell products through any means other than as provided above; and therefore, for example, you agree not to offer or sell products from satellite locations, temporary locations, carts or kiosks, by use of catalogs, the Internet, or through any other digital format or print media unless specifically approved by us.

You may not engage in any promotional activities or sell products or services, whether directly or indirectly, through or on the internet, the world wide web, or any other similar proprietary or common carrier electronic delivery system; through catalogs or other mail order devices sent or

directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located primarily within your Designated Territory, you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of your Designated Territory. You may not directly solicit customers outside of your Designated Territory. You have no options, rights of first refusal, or similar rights to acquire additional franchises. You may not sell any products to any business or other customer at wholesale prices.

We may sell products under our Marks within and outside your Designated Territory through any method of distribution other than at a Peach Cobbler Factory Unit, including sales through channels of distribution such as the internet, catalog sales, grocery stores, club stores, specialty food stores, telemarketing or other direct marketing sales (together, "alternative distribution channels"). You may not use alternative distribution channels to make sales outside or inside your Designated Territory and you will not receive any compensation for our sales through alternative distribution channels.

We will fulfill all orders placed through the retail portion of our website and you will not be entitled to any portion of the profits received from this, even if the customer's order is generated from or delivered to an address in your Designated Territory.

We have not established, or presently intend to establish, other franchised or company-owned Peach Cobbler Factory outlets which sell our proprietary products or services under a different trade name or trademark, but we have the right to do so in the future, without first obtaining your consent.

Multi-Unit Development Agreement

Under the Multi-Unit Development Agreement, we grant you the right to develop and operate the number of Peach Cobbler Factory outlets and their Designated Territories negotiated by you and us and defined in the Development Schedule as Attachment A to the MUD Agreement. You must sign a separate Franchise Agreement, which may differ materially from the current Franchise Agreement included with this FDD, for each Unit you have agreed to open in accordance with your Development Schedule, attached to the MUD as Attachment A. The responsibility to locate and prepare a sufficient site for the Approved Location for each Unit awarded is solely yours and we have no obligation to accept sites which do not meet our criteria for you to meet the Development Schedule. If you signed a Multi-Unit Development Agreement, we will determine or approve the location of future units and any territories for those units, and our then-current standards for sites and territories will apply.

We have the right to terminate our agreement to offer to you the option to acquire subsequent Units at reduced Franchise Fees if you are not in full compliance with all of the terms and conditions of the Multi-Unit Development Agreement and all of the Franchise Agreements signed under it.

You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We retain all rights with respect to Peach Cobbler Factory outlets, the Marks, and any products and services anywhere in the world including the right: (a) to produce, offer and sell and to grant others the right to produce, offer and sell the products offered at Peach Cobbler Factory outlets and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described above, both within and outside your Development Area, and under any terms and conditions we deem appropriate; (b) to operate and to grant others the right to operate Peach Cobbler Factory outlets located within and outside the Development Area referenced in your Multi-Unit Development Agreement under any terms and conditions we deem appropriate, except that we will honor the Designated Territory as stated in the Franchise Agreements for your particular Units; and (c) the right to acquire and operate a business operating one or more restaurants or food service businesses located or operating in your Development Area.

To maintain your discounted Franchise Fees under the Multi-Unit Development Agreement you must have open and in operation the cumulative number of Franchised Units stated on the Development Schedule by the dates agreed upon in the Development Schedule. Failure to do so will be grounds for termination of the Multi-Unit Development Agreement. Your first Unit must be open and in operation within nine (9) months (270 days) of signing the first Franchise Agreement. Each additional Unit must be opened and in operation within twelve (12) months (365 days) of the opening of the previous Unit as described in Attachment A to the MUDA, included as Exhibit F.

In addition, when you and we sign the Franchise Agreement for the last Franchised Unit to be developed within the Development Area, your rights under the Multi-Unit Development Agreement with respect to the discounted Franchise Fees will have expired. The Development Area may not be altered unless we and you mutually agree to do so. It will not be affected by your sales volume. You are not granted any other option, right of first refusal or similar right to acquire additional Franchised Units in your Development Area under the Multi-Unit Development Agreement.

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

ITEM 13
TRADEMARKS

We grant you the right to operate a business under our Marks, including the name "The Peach Cobbler Factory." You may also use our other current or future Marks as we may designate to operate your Business. You must indicate, as required in the Franchise Agreement and specified in the Manual, that you are an independent operator of the Franchise and shall use the appropriate trademark and copyright marks as indicated by us.

The following is a description of the principal Trademark which we will license to you:

Description of Design Mark	Registration Date	Registration Number	Principal or Supplemental Register of the United States Patent and Trademark Office
	August 23, 2022	6825740	Principal

You must follow our rules when you use any of the Marks. You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate name or in any form on the Internet, including, but not limited to URLs, domain names, email addresses, locators, links, metatags or search techniques except as we license to you. You may not use any of the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized by us in writing. Guidelines regarding proper trademark use and notices are set forth in the Manual and will be updated from time to time in our discretion.

There is no currently effective determination of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, or any pending interference, opposition or cancellation proceeding, or any pending material litigation involving the Marks which are relevant to your use of these Marks.

No currently effective litigation affects our use or ownership rights in a trademark. There are no currently effective agreements that significantly limit our rights to use or license the use of the Trademarks listed in this section in a manner material to the franchise. All required affidavits have been filed.

We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. You must notify us within three days of when you learn about an infringement of or challenge to your use of our Marks. We will take the action necessary, in our sole and absolute discretion, to protect the unauthorized use of our Marks, which may include payment of reasonable costs associated with the action. We will indemnify you for any claims of infringement or challenges from use of Marks and will be solely for the defense and the cost thereof.

You must modify or discontinue the use of a Mark if we modify or discontinue use. The use of a new or modified trademark may be required, and you may be required to remove existing signs. If this happens, we will reimburse you for your tangible cost of compliance (for example, changing signs). You must not directly or indirectly contest our right to our Marks, trade secrets or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of our Marks. You should understand that there could be other local businesses using trademarks, trade names, or other commercial symbols similar to our Marks. These businesses may have a superior right to use the marks, names or symbols in your local area. Before starting your Franchise, you should research this possibility, using telephone directories, trade directories, Internet directories, or

otherwise in order to avoid the possibility of having to change the use of our Marks and your Franchise name.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights:

There are no pending patent applications that are material to the franchise. We hold no patents. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in the PCF's Confidential Operating Manual.

There are no agreements currently in effect which significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the USPTO, the U.S. Copyright Office (Library of Congress) or any court pertaining to or affecting any of our copyrights discussed above. As of the date of this disclosure document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them in any state.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for Trademarks described in Item 13 of this disclosure document.

Proprietary Information:

You may never - during the Initial Term, any Renewal Term, or after the Franchise Agreement expires or is terminated - reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our confidential information or give it to a third party except as we authorize.

Our confidential information will include services, technologies and procedures relating to the operation of a Peach Cobbler Factory; systems of operation, services, programs, products, procedures, policies, standards, techniques, requirements and specifications which are part of the PCF System; the Manual: methods of advertising and promotion: instructional materials; and other matters.

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

You or a fully trained and qualified manager ("Manager"), both of whom have completed our training program, must directly supervise and participate in the actual day-to-day operation the Franchise on a full-time basis. Neither you nor your Manager may have an interest or business relationship with any of our business competitors. If you are an entity, we do not require that your designated Manager own an equity interest in such entity. However, your designated Manager and each of your officers, directors, partners, shareholders or members, as applicable, must execute our standard Confidentiality and Covenant Not To Compete Agreement, a copy of which is

attached to the Franchise Agreement as Attachment IV. Other than the above, we make no other recommendations and have no other requirements regarding employment or other written agreements between you and your employees.

If your interest is subsequently assigned to a business entity, each of the entity's officers, directors, shareholders, partners, and members, plus any individual who owns, directly or indirectly, a 5% or greater interest in the entity must also assume and agree to discharge all of your obligations and comply with all restrictions under the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only products and services which are part of the Peach Cobbler Factory system. You must offer and sell all products and services that we designate as required for all Franchisees within your market area as well as all products and services we incorporate into the Peach Cobbler Factory system in the future. This will include the purchase of specific required food, equipment and other items for the operation of your Outlet at your expense. PCF reserves the right, in our sole discretion, to change the types of authorized services upon reasonable notice to you. There are no contractual limits on PCF's right to make changes, but PCF will not make changes lightly. We also reserve the right to set maximum prices for use with multi-area marketing and special price promotions.

Currently, you must purchase certain required items from our designated suppliers. We reserve the right in the future to designate alternate vendors from whom you will purchase these required purchases. You are not restricted as to individuals to whom you may offer services to.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

	Provision	Section in Agreement(s)	Summary for Franchise and MUD Agreement
A	Length of the franchise term	Section 3 of the Franchise Agreement Section III of the MUD Agreement	10 years from signing the Franchise Agreement. Your multi-unit development rights begin on the date you sign the MUD Agreement and pay the MUD Fee and expire on the earlier of the day you sign the Franchise Agreement for the last MUD Unit listed in the MUD Schedule or the expiration date.
B	Renewal or extension of term	Section 3 of the Franchise Agreement Section III of the MUD Agreement	If you are in good standing, you can renew for one additional term of ten (10) years. There is no Renewal Provision in the MUD Agreement

	Provision	Section in Agreement(s)	Summary for Franchise and MUD Agreement
C	Requirements for Franchisee to renew or extend	Section 3 of the Franchise Agreement. Section III of the MUD Agreement	Sign new agreement, be current in payments, and pay the Renewal Fee. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original contract, but the boundaries of the territory will remain the same, and the Continuing Royalty on renewal will be no greater than Royalties that we impose on similarly situated renewing franchisees.
D	Termination by Franchisee	Section 13.01	Franchisee may terminate this Agreement only if Franchisor violates a material provision of this Agreement and fails to remedy or fails to make substantial progress toward curing the violation within ninety (90) days after receiving an initial written notice from Franchisee detailing the alleged default. Termination by Franchisee shall be effective ten (10) days after Franchisor receives a subsequent written notice of termination following the referenced ninety (90) days only if Franchisor has not cured the violation or made substantial progress toward curing the violation. If Franchisee terminates this Agreement under this provision, Franchisee must follow the termination procedures as set forth in Section 13.03
E	Termination by Franchisor without cause	Not Applicable	Not Applicable
F	Termination by Franchisor with cause	Section 13 of the Franchise Agreement Section VIII A of the MUD Agreement	We can terminate if you commit any one of several violations with a written 90-day notice. Under the MUDA, Termination is provided in writing with no ability to cure.
G	"Cause" defined – curable defaults	Section 13 of the Franchise Agreement. Section VIII of the MUD Agreement	You have 30 days to cure, including failure to comply with the System, non-payment of fees and other obligations, failure to comply with federal, state or local laws or regulations. Under the MUD Agreement There are no curable violations.

	Provision	Section in Agreement(s)	Summary for Franchise and MUD Agreement
H	"Cause" defined – non-curable defaults	Section 13 of the Franchise Agreement. Section VIII of the Mud Agreement	Non-curable defaults include misrepresentation by you, failure to complete initial training, bankruptcy, insolvency, or appointment of receiver, abandonment, trademark misuses and unapproved transfers. (Termination upon bankruptcy may not be enforceable under U.S. Bankruptcy Law.) MUDA: If you fail to meet the MUD Schedule, you transfer or encumber your rights in violation of the MUD Agreement, you or your owner is convicted of a crime or you are bankrupt. We may also terminate if you fail to cure any Material Breach of any Franchise Agreement which is not cured within the applicable cure period in that agreement. Upon expiration, assignment or termination, for any reason, of the term of this Agreement, all of Franchisee's rights hereunder will cease and any remaining rights Franchisee may have to open any subsequent Unit will cease. Franchisee or Franchisee's Affiliates will continue to operate Peach Cobbler Factory Outlets according to the signed Franchise Agreements between Franchisee or Franchisee's Affiliates and Franchisor, if such Franchise Agreements have not been terminated. A default and termination under this Agreement does not constitute a default and termination under any Franchise Agreement between Franchisee or Franchisee Affiliates and Franchisor.
I	Franchisee's obligations on termination/nonrenewal	Section 13 of the Franchise Agreement. Section VIII(B) of the MUD Agreement	Obligations include complete de-identification, non-competition and payment of amounts due. Under the MUDA: No rights to open additional MUD Units; you must continue to operate the MUD Units according to any existing Franchise Agreements that are not terminated.
J	Assignment of contract by *F*ranchisor	Section 14 of the Franchise Agreement. Section VII(B) of the MUD Agreement	No restriction on our right to assign.
K	"Transfer" by franchisee - definition	Section 14 of the Franchise Agreement. Section VII(A) of the MUD Agreement	Includes transfer of contract or assets or ownership change
L	Franchisor approval of transfer by Franchisee	Section 14 of the Franchise Agreement. Section VII(A) of the MUD Agreement	We have the right to approve all transfers but will not unreasonably withhold approval.

	Provision	Section in Agreement(s)	Summary for Franchise and MUD Agreement
M	Conditions of approval of transfer	Section 14 of the Franchise Agreement. Section VII(A) of the MUD Agreement	New Franchisee qualifies, Transfer Fee paid, purchase agreement approved, training arranged, release signed by you, and current agreement signed by new Franchisee. Transferee qualifies, you pay all amounts owed to us, transfer fee paid, release signed, training of transferee, economically reasonable sale terms. We may require you to transfer all of the undeveloped MUD Units under the MUD
N	Franchisor's right of first refusal to acquire Franchisee's Business.	Section 14 of the Franchise Agreement	We can match any offer for your Business. None in the MUD.
O	Franchisor's option to purchase franchisee's Business	Section 14 of the Franchise Agreement	We may purchase Business if Franchise is terminated for any reason by Right of First Refusal.
P	Death or disability of Franchisee	Section 14 of the Franchise Agreement	Franchise must be assigned by estate to approved transferee within 120 days.
Q	Non-competition covenants during the term of franchise	Section 15 & Attachment IV of the Franchise Agreement	No involvement in competing business anywhere in U.S.
R	Non-competition covenants after the franchise is terminated or expires	Section 15 & Attachment IV of the Franchise Agreement	No competing business for 2 years within 50 miles from the boundary of your Designated Territory or from another Peach Cobbler Factory franchise, company-owned Franchise, or on the Internet (including after assignment).
S	Modification of agreement	Sections 7, 8 & 18 of the Franchise Agreement	No modifications generally but Manual subject to change.
T	Integration/merger clause	Section 18 of the Franchise Agreement. Section VIII of the MUD Agreement	Only the terms of the Franchise Agreement are binding (subject to state law). All representations and promises made outside the disclosure document and franchise agreement may not be enforceable. Nothing in this agreement or in any related agreement is intended to disclaim any of the representations made in the disclosure document.
U	Dispute resolution by arbitration or mediation	Section 16 of the Franchise Agreement	Except for certain claims, all disputes must be arbitrated.
V	Choice of forum	Section 16 of the Franchise Agreement. Section VIII of the MUD Agreement	Arbitration and actions for injunctive relief, claims based on the Marks, or on covenants not to compete must be in the State of Kentucky, subject to State Law.
W	Choice of law	Section 16 of the Franchise Agreement. Section VIII of the MUD Agreement	Kentucky law applies, subject to State Law

See the state addenda attached as Exhibit D to the Franchise Agreement and franchise disclosure document for special state disclosures.

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 franchisee 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 representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Greg George, at 2530 Okeechobee Ln, Fort Lauderdale, Florida 33312-4624; and (910) 228-1995 and the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System Wide Outlet Summary
For years 2021 to 2023 (As of December 31 of each year)

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2021	0	0	0
	2022	0	24	+24
	2023	24	70	+46
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	0	0	0
	2022	0	23	+24
	2023	24	70	+46

Table No. 2
Transfers of outlets from Franchisees to New Owners (other than the Franchisor)
For years 2021 to 2023 (As of December 31 of each year)

STATE	YEAR	NUMBER OF TRANSFERS
Alabama	2021	0
	2022	1
	2023	0

STATE	YEAR	NUMBER OF TRANSFERS
Florida	2021	0
	2022	0
	2023	1
Georgia	2021	0
	2022	0
	2023	1
North Carolina	2021	0
	2022	0
	2023	1
Total Outlets	2021	0
	2022	1
	2023	1

Table No. 3
Status of Franchised Outlets
For years 2021 to 2023 (As of December 31 of each year)

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS-OTHER REASONS	OUTLETS AT END OF THE YEAR
Alabama	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	4	0	0	0	0	5
Delaware	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
District of Columbia	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Florida	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	3
	2023	3	11	0	0	0	0	14
Georgia	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	6	0	0	0	0	8
Indiana	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
Kentucky	2021	0	0	0	0	0	0	0
	2022	0	5	0	0	0	0	5
	203	5	2	0	0	0	0	7
Louisiana	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	4	0	0	0	0	5
Michigan	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Missouri	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
North Carolina	2021	0	0	0	0	0	0	0
	2022	0	5	1	0	0	0	4

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS-OTHER REASONS	OUTLETS AT END OF THE YEAR
	2023	4	4	0	0	0	0	8
Ohio	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	2	0	0	0	0	2
South Carolina	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	3	0	0	0	0	5
Tennessee	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	1	2
	2023	2	4	0	0	0	0	6
Texas	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
West Virginia	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Total Outlets	2021	0	0	0	0	0	0	0
	2022	0	26	1	0	0	1	24
	2023	24	46	0	0	0	0	70

Table No. 4
Status of Company-Owned Outlets
For years 2021 to 2023 (As of December 31 of each year)

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF THE YEAR
Total Outlets	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

TABLE NO. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2024

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlets in the current Fiscal Year
Alabama	4	3	0
Arizona	3	4	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	14	5	0
Georgia	16	8	0
Indiana	2	3	0
Kentucky	8	0	0
Louisiana	4	3	0
Michigan	7	2	0
Mississippi	1	2	0

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlets in the current Fiscal Year
Missouri	0	0	0
North Carolina	11	4	0
Ohio	3	6	0
South Carolina	14	2	0
Tennessee	10	2	0
Texas	7	8	0
West Virginia	0	0	0
TOTALS	**104**	**52**	0

Lists of Current and Former Franchises:

Below lists the names of all current franchises and the addresses and telephone numbers of their outlets as of December 31, 2023.

Franchise Outlets Open as of December 31, 2023.

BUSINESS NAME	STREET ADDRESS	CITY	STATE	ZIP	PHONE
Innovative Affordable Builders, LLC *	930-2 Poplar Ave	Collierville	TN	38017	(901) 870-6847
Lisa Murray	5003 E Fowler Ave, Ste A	Tampa	FL	33617	(813) 442-4314
Wilson 5 K Services, LLC *	1010 Massachusetts Ave NW Ste 100	Washington	DC	20001	(202) 290-2206
Mary Burton, Antonio Burton *	7237 Canton Canter Road	Canton	MI	48187	(734) 216-1548
Hello Plowden Enterprises LLC	1605 S Irby St, Ste A	Florence	SC	29505	(843) 206-5124
Zapf Holdings, LLC	7216 Bailey Cove Road SE	Huntsville	AL	35802	(254) 244-5158
Malkuth Enterprises*	4495 Roosevelt Blvd, Ste 405	Jacksonville	FL	32210	(904) 859-8909
Malkuth Enterprises*	510 Airport Rd Ste 106	Jacksonville	FL	32218	(904) 859-8909
PCF Systems Inc *	5003-A E. Fowler Avenue	Tampa	FL	33617	(813) 486-5400
Smith Franchising LLC***	785 Shugart Rd. Ste 9B	Dalton	GA	30720	(423) 760-0382
Biscuits & Birddog LLC *	51 Barnard Street	Savannah	GA	34101	(704) 222-8648
JDG Enterprise LLC *	2101 N. Dixie Highway	Elizabethtown	KY	42701	(270) 735-5325
JDG Enterprise LLC *	2237 Bardstown Road	Louisville	KY	40205	(270) 735-5325
Shermiah Holland *	561 S Broadway, Ste 100	Lexington	KY	40508	(270) 556-3814
JDG Enterprise LLC *	805 Blankenbaker Parkway	Middletown	KY	40243	(270) 735-5325
Pie Empire, LLC *	2055 Lantern Ridge Dr, Sue v-200	Richmond	KY	40475	859-353-5450
Ernest B Brunet, IV Christina Branch *	2372 St. Claude Avenue, #130	New Orleans	LA	70117	(504) 812-1346
Forever Green Realty LLC	#12 Paddock Hills Shopping Ctr	Florissant	MO	63033	(314) 922-3591
MJP & Co, LLC *	1009 Piper Ln	Burlington	NC	27215	(704) 254-4606
Gina Gann **	100 Lake Park Blvd S	Carolina Beach	NC	28428	(919) 771-6416

BUSINESS NAME	STREET ADDRESS	CITY	STATE	ZIP	PHONE
Hedgebeth & Company, LLC *	2524-G East Franklin Blvd	Gastonia	NC	28056	(704) 840-9235
Annette Sheriff	1310 Wesley Chapel Rd, Ste E	Indian Trail	NC	28079	(704) 712-3787
Lets Get Peachy LLC	4691 Morse Rd	Gahanna	OH	43230	(614) 420-6513
Peach Love Soul LLC	7736 Dudley Dr	West Chester	OH	45069	(513) 325-3604
Coastal PCF Group LLC *	223 Fresh Dr	Myrtle Beach	SC	29579	(803) 493-4042
Beyond Hospitality, LLC *	8067 Charlotte Highway	Indian Land,	SC	29707	803-322-1014
Londie Price	301 E MLK Blvd	Chattanooga	TN	37403	(423) 693-9863
Innovative Affordable Builders, LLC *	930-2 Poplar Ave	Collierville	TN	38017	(901) 870-6847
Starvin Arvin LLC	585 5th Street W	Huntington	WV	25701	(304) 544-4870
PCFATL LLC	171 Auburn Avenue NE, Ste F	Atlanta	GA	30303	(404) 480-7770
Keeping it Peachy, LLC	1401 Veterans Pkwy St 100	Clarksville	IN	47129	(502) 221-5489
PCF Systems, Inc	5003-A E. Fowler Ave	Tampa	FL	33617	(813) 442-4314
Lifetime Investments Group LLC	224 East Atlanta Rd, Ste 5A	Stockbridge	GA	30281	(678) 994-8991
Cobblestone LLC	822 Sadler Rd	Fernandina Beach	FL	32034	(905) 4328795
Brilla Foods Store 2 LLC	212 N University Dr	Pembroke Pines	FL	33024	(941) 586-6298
Twisted Sweets, Inc	1021 Tn-76 Ste 108	Clarksville	TN	37043	(931) 919-2510
McDaze LLC	4000 Arlington Highlands Blvd #125	Arlington	TX	37043	(817) 583-6655
Ervin Zachary	260 Segler Dr	Oak Grove	KY	42262	(270) 697-5054
Peach Tide LLC	1130 University Blvd, St B-4	Tuscaloosa	AL	35401	(205) 737-7474
Jackson Franchise Group LLC	425 Barrett Pkwy #4080	Kennesaw	GA	30144	(770) 726-2195
Planet Peach, LLC	10584 Fremont Pike, Ste 3		OH	43551	(567) 331-8073
LJGG Holdings, LLC	355 NW 54th Street	Miami	FL	33127	(954) 328-0305
R. Lewis Enterprises	2752 Cumberland Blvd SE	Smyrna	GA	30080	(770) 405-8549
Wilson 5 K Services, LLC *	1010 Massachusetts Ave NW Ste 100	Washington	DC	20001	(202) 290-2206
Vineyard Ventures, LLC	3245 Mount Moriah Ave	Owensboro	KY	42303	(270) 222-3883
P&C Desserts, LLC	2916 Johnston St	Lafayette	LA	70503	(337) 345-8304
EBrock Investments	8510 Fayetteville Rd, Ste 109	Raleigh	NC	27603	(919) 307-8137
M&I Enterprises LLC	156 Market St	Cheraw	SC	29520	(843) 253-5052
3 Big Enterprises, LLC	5535 Cameron St	Scott	LA	70506	(337) 484-3021
Rehoboth Holdings LLC	2511 Airport Thruway Ste A	Columbus	GA	31904	(706) 221-6850
Cross PCF Spartanburg, LLC	98 Southport Rd	Spartanburg	SC	29306	(864) 707-2180
Pistol Peach, LLC	113 N College Ave	Bloomington	IN	47404	(312) 543-9773
Innovative Affordable Builders, LLC	5101 Sanderlin Ave, Ste 11	Memphis	TN	381173	(901) 870-6847
JJJCobbler LLC	2325 SE Federal Highway	Stuart	FL	34994	(772) 380-2304

BUSINESS NAME	STREET ADDRESS	CITY	STATE	ZIP	PHONE
Jamaal Hunt	1258 N Brightleaf Blvd	Smithfield	NC	27577	(919) 938-8099
FL Peach LLC	1474 W Granada Blvd Ste #480	Ormond Beach	FL	32174	(386) 492-2081
Julion Timmons	3624 Concord Pike	Wilmington	DE	18903	(732) 754-5419
Oakland Peach Cobbler Factory LLC	7263 US 64	Oakland	TN	38060	(901) 813-8583
LJGG Holdings	15 N Federal Hwy	Ft Lauderdale	FL	33301	(954) 766-4446
AMZAD, LLC	7237 Canton Center Rd	Canton	MI	48187	(734) 216-1548
Peach Cobbler Factory LLC	7512-7750 Bluebonnet Blvd	Baton Rouge	LA	70809	(225) 445-3130
ELH Enterprises, LLC	5870 Trussville Crossings Blvd, Ste 110	Trussville	AL	35235	(404) 307-4994
KHC Capital, LLC	7578 Beechmont Ave, Ste 501	Cincinnati	OH	45255	(513) 543-3265
Shenita Porter	23 Shell St	Saraland	AL	36571	(251) 724-2048
John and Sarah Agnes	2141 Collier Pkwy	Land O Lakes	FL	34639	(813) 388-2905
L&T Homes LLC	1116 Eastchester Dr. Ste 102	High Point	NC	27265	(336) 471-8347
Smith Franchising LLC	100 Banks Crossing,	Fayetteville	GA	30214	(517) 974-9070
The Freethrow Group, LLC	10992 US-51, Ste 104	Atoka	TN	38004	(901) 258-7378
Faith Gajcowski	5913 Provine Place, Ste A	Alexandria	LA		(706) 662-7198
Loretta Ervin	6880 US Highway 90, Ste C12	Daphne	AL	36526	(251) 459-0682
Jackie Barber	1230 N Mason Rd SU 650	Katy	TX	77449	(904) 583-1989
TJLA Ventures, LLC	13848 Tilden Rd	Winter Garden	FL	34787	(321) 946-0183
Melissa Hamilton	21303 Catawba Ave	Cornelius	NC	28031	(704) 237-4307

* Multi-Unit Owners, **transfer from LJGG, LLC ***Transfer from Carpenter

Franchise Outlets Sold but not open as of December 31, 2023

NAME	STREET ADDRESS	CITY	STATE	ZIP	PHONE	Notes
Innovative Affordable Builders, LLC *	930-2 Poplar Ave	Collierville	TN	38017	(901) 870-6847	1 of 2 Units Shelby City TN, Other unit is open
Loretta Ervin, Aaliyah McGee, Erin Hamilton, Brianna Wadlington *	TBD		AL		(251) 454-0682	4 Units Mobile, Gulf Shores, Daphne/Spanish Fort or Pensacola, FL 1 Unit opened in 2023
Peach Tide LLC *	1130 University Blvd, Ste V-4	Tuscaloosa	AL	35401	(312) 543-9773	4 Units : Birmingham or Mountain Brook, AL; Tuscaloosa & Auburn, AL: and Panama City Beach, FL. 1 Unit opened in 2023

NAME	STREET ADDRESS	CITY	STATE	ZIP	PHONE	Notes
Peach at the Beach, LLC *	1130 University Blvd, Ste V-4	Tuscaloosa	AL	35401	(312) 543-9773	4 Units: St. Petersburg, FL (also with a RoFR of a 2nd location in St. Pete); Oxford, MS; Carmel, IN and The Villages, FL
Gloria Monroe, Andre Peeples, Jonathan Forest *	TBD	Scottsdale	AZ		(832) 718-5132	4 units, Chandler, Glendale, Scottsdale
Wilson 5 K Services, LLC*	1010 Massachusetts Ave NW Ste 100	Washington	DC	20001	(202) 706-0571	Multi-Unit, 1 of 4 Units Opened in 2023
Bryan Holmes **	TBD	Daytona Beach	FL		(912) 248-6905	1 Unit, either Daytona Beach, New Smyrna Beach, Gainesville
Cobblestone LLC*	822 Sadler Rd	Fernandina Beach	FL	32034	(904) 349-7493	2 Units Fernandina Beach, Cape Canaveral or Cocoa Beach
TJLA Ventures, LLC	13848 Tilden Rd	Winter Garden	FL	34787	(321) 946-0183	4 Units Orlando, Winter Park or Lake Buena Visa 1 Unit opened in 2023
Lisa Murray and Ricky Timmons *	11620 Cleyera CT	Riverview	FL	33579	(813) 486-5400	4 Units in FL: Tampa Ybor City Brandon Uptown Tampa, 1 unit opened 2022
Doria N Allen & Peyton Williams	5223 Kurt Lane SW	Conyers	GA	30094	(404) 207-6826	To open in Atlanta
Ushers Unlimited, LLC	233 Marketplace Blvd	Cartersville	GA	30121	(423) 504-7855	
Rehoboth Holdings LLC	2511 A Airport Thruway	Columbus	GA	31904	(706) 681-1940	
Jackson Franchise Group, LLC *	425 Barrett Pkwy #4080	Kennesaw	GA	30144	(678) 994-7058	2 Units
Socially Unlimited, LLC *	3625 Dallas Hwy Ste 850	Marietta	GA	30064	(678) 429-4385	3 Units
Bruce Baker II and Amy Baker *	10 Sunbury CT	Richmond Hill	GA	31324	(704) 222-8648	4 Units in GA: Savannah Pooler, Tybee Island Richmond Hills 1 Unit open in Savannah January 2022

NAME	STREET ADDRESS	CITY	STATE	ZIP	PHONE	Notes
R. Lewis Enterprises	2752 Cumberland Blvd SE	Smyrna	GA	30080	(850) 544-6990	
Margarita Yearwood, Ephram Wilson, Camille Lavette *	244 East Atlanta Rd. Ste 5A	Stockbridge	GA	30281	(678) 994-8991	3 Units
Pistol Peach LLC *	113 N College Ave,	Bloomington	IN	47404	(312) 543-9773	4 Units Naples, Fl; Starkville, MS & Indianapolis, IN, Bloomington IN 1 unit opened in 2023
Shermiah Holland *	561 S Broadway, Ste 100	Lexington	KY	40508	(270) 556-3814	5 Units, 1 UNIT OPENED 2022
Justin Gray *	2288 Clark Lane	New Haven	KY	40051	(270) 735-5325	4 Units in KY Elizabethtown Bardstown, Radcliff, Mt. Washington or Shepherdsville 3 Units open 2022
Vineyard Ventures *	3245 Mount Moriah Ave	Owensboro	KY	42303	(270) 880-8114	2 Units Owensboro, Frankfort, KY 1 unit opened in 2023
Pie Empire, LLC *	10706 Meeting St 201	Prospect	KY	40059	(214) 578-0138	3 Units, 1 Unit opened 2022
Ernest B. Brunet, IV and Christina Branch *	3541 Rue Nichole	New Orleans	LA	70131	(504) 812-1346	4 Units in LA: 2 Units in New Orleans, Slidell Hammond 1 Unit opened 2022
Nettles, Iris *	21139 Plank Rd	Zachary	LA	70791	(225) 445-3130	2 Units Baton Rouge or Zachary
Eric Slater, Darus Ellis, Delance Wilson *	1300 Broadway St	Detroit	MI	48226	(313) 720-1272	4 Units
Mary Burton, Antonio Burton *	TBD		MI		(734) 216-1548	4 Units Ypsilanti, Canton, Lavonia 1 Unit opened in 2023
MJP & Co, LLC *	1009 Piper Ln	Burlington	NC	27215	(704) 254-4606	4 Units Gastonia, Kannapolis, Burlington and Raleigh. 1 Unit opened 2022
Letissha/Drake	TBD	Charlotte	NC		(980) 297-8127	

NAME	STREET ADDRESS	CITY	STATE	ZIP	PHONE	Notes
BakerBox, LLC	10706 Hellebore Rd	Charlotte	NC	28213	(704) 501-7545	
Triangle Organics, LLC *	706 Ninth St	Durham	NC	27703	(919) 697-1551	3 Units Durham, Chapel Hill, Raleigh
Hedgebeth & Company, LLC *	2524-G East Franklin Blvd	Gastonia	NC	28056	(704) 840-9235	2 Units, 1 opened 2022
Ebrock Investments, LLC	8105 Fayetteville Rd, Ste 109	Raleigh	NC	27603	(919) 710-5900	
81 Projects LLC *	TBD	Smithfield	NC		(919) 349-0498	3 Units Smithfield, Clayton, Garner 1 Unit opened 2023
KHC Capital LLC *	TBD	Cincinnati	OH		(513) 543-3265	4 Units 1 unit opened 2023
Willard Cooper *	18 Bumblebee Cr	Blythewood	SC	29016	(843) 687-6481	3 Units Lexington or North August or GA Augusts
M & I Enterprise LLC *	156 Market St	Cheraw	SC	29520	(704) 451-1370	3 Units 1 Opened 2023
Coastal PCF Group LLC *	223 Fresh Dr	Myrtle Beach	SC	29579	(803) 493-4042	6 Units Myrtle Beach, N Myrtle Beach, Conway, Surfside Beach, Little River and Georgetown 1 Unit Opened 2023
Cross PCF Spartanburg, LLC *	98 Southport Rd	Spartanburg	SC	29306	(704) 968-0968	2 Units 1 Unit Opened 2023
Beyond Hospitality, LLC *	8067 Charlotte Highway	Indian Land, SC	SC	29707	803-322-1014	4 Units, 1 opened 2022
Innovative Affordable Builders, LLC *	930-2 Poplar Ave	Collierville	TN	38017	(901) 870-6847	2 Units Shelby City TN 1 Unit Opened 2023
K and E Enterprises, LLC *	1605 S Irvy St Ste A	Knoxville	TN	37934	(865) 313-1967	2 Units Knoxville or Sevierville
Nelzy Gibson, Knight *	TBD	Madison	TN		(901) 491-0555	4 Units Madison or Haywood
PCF Industries, LLC *	TBD	Mt Juliet	TN		(615) 775-0291	2 Units
Amy and Bruce Baker *	TBD	Gatlinburg	TN		(704) 222-8648	2 Units
Tanner Spring *	TBD	Dallas	TX		(817) 805-8253	4 Units

NAME	STREET ADDRESS	CITY	STATE	ZIP	PHONE	Notes
MC Daze LLC *	4000 Arlington Heights Blvd, #125	Arlington	TX	76018	(817) 874-9348	4 Units Mansfield, Arlington or Ft Worth. 1 units opened 2023

* Multi-Unit Owners,

Below lists the names of all company, affiliate and associate owned franchises and the addresses and telephone numbers of their outlets as of December 31, 2023 - None

Below lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

NAME	STREET ADDRESS	CITY	STATE	ZIP	PHONE
Ammiesha Mitchel**	TBD	Daytona Beach	FL		(912) 248-6905
Anna & William Carpenter *	785 Shugart Rd. Ste 9B	Dalton	GA	30720	(423) 760-0382

***1 unit transferred, 3 units unopened., ** 1 unit transferred, 2 units unopened

Confidentiality Agreements:

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

Associations and/or Organizations:

There is no trademark-specific franchisee organizations associated with the franchise system being offered which we have created, sponsored or endorsed.

There are no independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached to the Disclosure Document as Exhibit A are our audited financial statements for the period ending December 31, 2023, December 31, 2022, and December 31, 2021.

Attached to the Disclosure Document as Exhibit A-1 are our unaudited financial statements as of March 31, 2024. These financial statements in Exhibit A-I are prepared without an audit. Prospective Franchisees or Sellers of Franchises should be advised that no certified public accountant had audited these figures or expressed his/her opinion with regard to the content or form.

Our fiscal year end is December 31, every year.

ITEM 22
CONTRACTS

Attached to this Disclosure Document are the following contracts:

Exhibit B Franchise Agreement
- Attachment I Fee, Premises and Territory Addendum
- Attachment II Electronic Payment Authorization
- Attachment III Proposed Trade Name and Delegation of Authority
- Attachment IV Confidentiality and Covenant Not to Compete Agreement
- Attachment V Full and Final Mutual Release
- Attachment VI Collateral Assignment of Lease
- Attachment VII Collateral Assignment of Telephone Numbers
- Attachment VIII Internet Web Sites and Listings Agreement
- Attachment IX Americans with Disabilities Act
- Attachment X Assignment Of Agreement To Entity And Guaranty Of Performance
- Attachment XI Mobile Unit Supplement

Exhibit F Multi-Unit Development Agreement
- Attachment A Mud Locations, Mud Fee, Mud Schedule And Expiration Date

ITEM 23
RECEIPT

Included as the last document of this Disclosure Document is a detachable Receipt to be signed by you.

EXHIBIT A

PCF Franchise LLC

AUDITED FINANCIAL REPORT
As of December 31, 2021, December 31, 2022, and December 31, 2023.

PCF Franchise, LLC
(A Kentucky Limited Liability Company)
2530 Okeechobee Lane
Fort Lauderdale, FL 33312

FINANCIAL STATEMENT AUDIT
FOR YEAR ENDED DECEMBER 31, 2023
(With Summarized Comparative Financial Information for the Years Ended December 31, 2023, 2022, and 2021)

Prepared by:

Shad J. Allen, CPA, PLLC
PO Box 974
Richmond, KY 40476
Phone 859-806-5290 Fax 859-349-0061

PCF FRANCHISE, LLC

TABLE OF CONTENTS

	Page
Independent Auditor's Report	1-2
Balance Sheet	3
Statement of Operations	4
Statements of Cash Flows	5
Statement of Changes in Partners Capital	6
Notes to Financial Statements	7 - 9

Shad J. Allen, CPA, PLLC
PO Box 974
Richmond, KY 40476
Phone 859-806-5290 Fax 859-349-0061

INDEPENDENT AUDITOR'S REPORT

PCF Franchise, LLC
2533 Okeechobee Lane
Fort Lauderdale, FL 33312

To the Partners:

Opinion

We have audited the financial statements of PCF Franchise, LLC, which comprise the balance sheet as of December 31, 2023, and the related statement of income, statement of changes in partners' capital, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion the accompanying financial statements present fairly, in all material respects, the financial position of PCF Franchise, LLC as of December 31, 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the Unites States of America.

Basis for Opinion

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

Key Audit Matters

Key audit matters are those matters that were communicated with those charged with governance and, in our professional judgment, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

- Revenue recognition for upfront franchise fees

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, where 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 PCF Franchise, LLC's ability to continue as a going concern for one year after the financial statements were available to be issued which is April 22, 2024.

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 in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the bases of these financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of PCF Franchise, 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 PCF Franchise, 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, amount 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.

Report on Summarized Comparative Information

We have previously audited PCF Franchise, LLC's 2022, and 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our reports dated May 16, 2023 and March 17, 2022 respectively. In our opinion, the summarized comparative information presented herein as of and for the years ended December 31, 2022, and 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Shad J. Allen, CPA, PLLC

Shad J. Allen, CPA, PLLC

April 22, 2024

PCF Franchise, LLC
BALANCE SHEET
December 31, 2023, 2022, and 2021

	2023	2021	2021
ASSETS			
Current assets			
Cash	$ 163,087	$ 53,514	$ 1,265
Accounts receivable	24,095	23,488	11,193
Contract receivable	689,798	467,493	77,000
Total assets	876,980	544,495	89,458
LIABILITIES AND PARTNERS' CAPITAL			
Current liabilities			
Accounts payable	27,103		
Deferred revenue	164,235	260,317	
Gift card escrow	47,319	23,438	
Note payable	182,878	231,378	
Total current liabilities	421,534	515,133	-
Long term liabilities			
Deferred revenue	3,679,274	2,318,582	279,500
Total liabilities	4,100,809	2,833,715	279,500
Partners' capital	(3,223,829)	(2,289,220)	(190,042)
Total partners' capital	(3,223,829)	(2,289,220)	(190,042)
Total Liabilities and Partners' Capital	$ 876,980	$ 544,495	$ 89,458

The accompanying notes are an integral part of the financial statements.

PCF Franchise, LLC

STATMENT OF OPERATIONS

Year ended December 31, 2023, 2022, and 2021

	2023	2022	2021
REVENUES			
Franchise revenue	$ 142,652	$ 47,500	$ 45,000
Training and startup	165,000	262,972	
Royalties	1,106,244	278,390	
Advertising	194,855	56,256	
Rebates	151,255	1,783	
Transfer fee	5,000		
Interest		2	
Total Revenues	1,765,006	646,903	45,000
EXPENSES			
Taxes and licences	567		
Outside services	20,373		
Training expense	45,198		
Consulting	509,181	323,948	
Advertising	317,965	218,499	
Project management		23,136	2,938
Referral fees	40,000	100,000	
Commissions	223,230	129,500	
Automobile	3,755	6,564	117
Bank fees	2,837	2,249	550
Business licenses and permits	1,126	378	25
Computer and internet expense	58,771	18,115	652
Dues and subscriptions		229	
Insurance	35,734	5,398	
Interest	-	14,767	
Meals and entertainment	13,963	8,318	470
Office supplies	19,618	13,935	
Postage	661	628	7,145
Legal	122,667	40,119	
Professional	45,421	17,609	
Property management	-	2,191	
Rent	27,699		1500
Repairs and maintenance	4,772	26	
Restaurant supplies			2,310
Telephone	8,514	43	110
Travel and lodging	39,923	35,991	7,137
Utilities	275	825	
Total Expenses	1,542,251	962,469	22,956
Net Income	$ 222,755	$ (315,565)	$ 22,044

The accompanying notes are an integral part of the financial statements.

PCF Franchise, LLC
STATEMENT OF CASH FLOWS
Year Ended December 31, 2023, 2022 and 2021

	2023	2022	2021
Cash Flows From Operating Activities			
Net income	$ 222,755	$ (315,565)	$ 22,044
Adjustments to reconcile net income to net cash (used) provided by operating activities			
(Increase) decrease in accounts receivable	(607)		(11,193)
(Increase) decrease in contracts receivable	(222,305)	(390,493)	(77,000)
(Decrease) increase in accounts payable	27,103		
(Decrease) increase in deferred revenue	1,264,610	2,299,399	279,500
(Decrease) increase in gift card escrow	23,882	(50)	
Net cash provided (used) by operating activities	1,315,437	1,593,291	213,351
Cash Flows From Investing Activities			
Due from Natl Marketing fund		11,193	
Purchase of Property and Equipment			(212,086)
Net cash provided (used) by financing activities	-	11,193	(212,086)
Cash Flows From Financing Activities			
Note payable	(48,500)	231,378	
Partners' draws	(1,157,364)	(1,783,612)	
Net cash provided (used) by financing activities	(1,205,864)	(1,552,234)	-
Net increase (decrease) in cash	109,573	52,249	1,265
Cash - beginning	53,514	1,265	-
Cash - ending	$ 163,087	$ 53,514	$ 1,265

The accompanying notes are an integral part of the financial statements.

PCF Franchise, LLC
STATEMENT OF CHANGES IN PARTNERS' CAPITAL
Year Ended December 31, 2023, 2022, and 2021

	2023	2022	2021
Partners' beginning capital	$ (2,289,220)	$ (190,042)	$
Net income (loss)	222,755	(315,565)	22,044
Partners' draws	(1,157,364)	(1,783,612)	(212,086)
Partners' ending capital	$ (3,223,829)	$ (2,289,220)	$ (190,042)

The accompanying notes are an integral part of the financial statements.

Note 1 – Organization and Other Matters

In July 2021 PCF Franchise LLC ("PCF" or "The Company" was registered as an LLC in the Commonwealth of Kentucky.

The Company sells Peach Cobbler Factory franchises and supports its franchisees in the opening and operating of those stores. The original Peach Cobbler Factory store was opened in Nashville, TN in 2013. The original founders closed the Nashville store in Early 2021 and opened a new store in Louisville, KY. In July 2021, the original founders of Peach Cobbler Factory formed PCF Franchise LLC with a new partner with 25 years of franchising experience and began franchising the Peach Cobbler Factory concept.

Note 2 - Summary of Significant Accounting Policies

The following is a summary of significant accounting policies used in the preparation of thefinancial statements. Such policies conform to generally accepted accounting principles.

Accounts Receivable

The company recognizes accounts receivable when the revenue has been earned and the amount is readily determinable.

Contracts Receivable

The company recognizes contracts receivable at the time contracts with customers have been executed

Property and Equipment and Related Depreciation

Assets are stated at cost. Major expenditures for property and those which substantially increase useful lives are capitalized if more than $2,500. Maintenance, repairs and minor renewals are expensed as incurred. When assets are retired or otherwise disposed of, their costs and related accumulated depreciation are removed from the accounts and resulting gains or losses are included in income. Depreciation is computed using the accelerated method over varying useful lives. There is no depreciation or property plant and equipment for 2023, 2022 or 2021.

Income Recognition

The company recognizes revenue from upfront franchise fees using the practical expedient. The amount remaining after upfront franchise fee is recognized is recorded as deferred revenue and recognized on the straight-line basis over the remaining term of the franchise agreement. Pre-opening services are recognized as a single performance obligation.

Upfront franchise fees are non-refundable.

On January 1, 2021, the Company adopted ASU 2014-09 Revenue from Contracts with Customers and all subsequent amendments to the ASU (collectively, "ASC 606"), which creates a single framework for recognizing revenue from contracts with customers that fall within its scope. In accordance with reporting requirements of ASC 606, upfront franchise fees are amortized over the remaining life of the franchise period using the straight- line basis.

Income Taxes

Due to PCF being a "flow through entity", there is not tax expense recorded. The income from the business is not taxed at the business level and instead each owner pays the tax separate from the business.

Cash Equivalents/Statements of Cash Flows

For purposes of the statement of cash flows, cash is defined as cash on hand, amounts held at financial institutions, and short term highly liquid investments that are readily convertible to known amounts of cash. Investments with an original maturity of three months or less are considered short term for these purposes.

Management Estimates

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

Note 3 - Deferred Revenue

The amount recorded for deferred revenue is associated with unamortized upfront franchise fees. These fees will be amortized over the remaining lives of the associated franchises.

Note 4 - Related Party Transactions

The amount recorded for accounts receivable is from a company that is wholly owned by the partners of PCF Franchise, LLC.

Note 5—Concentrations

The Company's revenue is solely from sale of franchises and the subsequent franchise royalty fees.

Note 6 – Debt

On April 21, 2022 Juan Edgerton entered into an agreement to liquidate 80% of his ownership in the company via a promissory note with PCF of $501,500. The note is non-interest bearing but due to accounting standard ASC 835, interest must be imputed on the note. The rate used for imputing the interest is 5.3%. The note is to be paid in 17 equal installments of $29,500 ending in September 2023. Interest expense recognized for this note in 2022 is $14,767.

Note 7 – Deferred Revenue

Deferred revenue consists of upfront of amounts paid for franchises less amounts allocated to training and startup. The franchises are for a period of 10 years and the deferred revenue amounts are recognized on a straight-line basis over those 10 years. Below is a schedule of future revenues to be recognized from the deferred amount.

Year	Amount
2024	391,695
2025	391,695
2026	391,695
2027	391,695
2028	391,695
2029-2033	1,903,678
	$ 3,862,152

Note 8 – Subsequent Events

Subsequent events have been evaluated through April 22, 2024, which is the date the financial statements were available to be issued.

EXHIBIT A-1

PCF Franchise LLC

UNAUDITED FINANCIAL REPORT

As of March 31, 2024

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

PCF Franchise
Balance Sheet
As of March 31, 2024

		Mar 31, 24
ASSETS		
Current Assets		
Checking/Savings		
10220 · Fifth Third Marketing 3800		50.00
10210 · Fifth Third Gift Card 3792		7,505.53
10200 · Fifth Third Operating 3784		73,501.58
10100 · SYB - PCF		17,874.91
10110 · SYB - Gift Card		12,246.24
Total Checking/Savings		111,178.26
Accounts Receivable		
11000 · Accounts Receivable		837,082.15
Total Accounts Receivable		837,082.15
Other Current Assets		
12000 · Undeposited Funds		2,195.29
Total Other Current Assets		2,195.29
Total Current Assets		950,455.70
Other Assets		
19000 · Due to From Natl Marketing Fund		650.00
Total Other Assets		650.00
TOTAL ASSETS		**951,105.70**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable		27,102.50
Total Accounts Payable		27,102.50
Other Current Liabilities		
24500 · Gift Card Escrow		79,428.77
Total Other Current Liabilities		79,428.77
Total Current Liabilities		106,531.27
Long Term Liabilities		
22000 · Note Payable Princess & Pumpkin		172,877.72
25000 · Deferred Franchise Fee >10 yrs		3,843,509.40
Total Long Term Liabilities		4,016,387.12
Total Liabilities		4,122,918.39
Equity		
30550 · Equity - Delilouis Holdings		
30700 · Members Draw - Delicious	-450,350.00	
30550 · Equity - Delilouis Holdings - Other	610,000.00	
Total 30550 · Equity - Delilouis Holdings		159,650.00
30400 · Equity Mr Peachy		
30300 · Member 1 Draws Mr Peachy		
18500 · Due To/From LJGG	-91,724.49	
30300 · Member 1 Draws Mr Peachy - Other	-468,286.66	
Total 30300 · Member 1 Draws Mr Peachy	-560,011.15	
30400 · Equity Mr Peachy - Other	-677,437.34	
Total 30400 · Equity Mr Peachy		-1,237,448.49

PCF Franchise
Balance Sheet
As of March 31, 2024

	Mar 31, 24
30600 · Equity Edgerton	
30500 · Member 2 Draws Edgerton	-350,000.00
30600 · Equity Edgerton - Other	-1,735,710.13
Total 30600 · Equity Edgerton	-2,085,710.13
32000 · Retained Earnings	-264,117.63
Net Income	255,813.56
Total Equity	-3,171,812.69
TOTAL LIABILITIES & EQUITY	**951,105.70**

PCF Franchise
Profit & Loss
January through March 2024

	Jan - Mar 24
Ordinary Income/Expense	
Income	
40000 · New Franchise Income	183,250.00
40110 · Royalty Income	435,665.32
40100 · Advertising Income	72,816.80
42000 · Rebate Income	51,177.17
Total Income	742,909.29
Expense	
60500 · Product Testing	4,799.66
63000 · Bad Debt Expense	32,565.48
62000 · Consulting Fees	166,566.65
60000 · Advertising and Promotion	170,845.98
61500 · Referral Fees	10,000.00
61400 · Commissions	13,910.60
60200 · Automobile Expense	7,893.69
60300 · Bank Fees	1,497.02
61700 · Computer and Internet Expenses	20,682.73
63300 · Insurance Expense	6,616.14
64300 · Meals and Entertainment	1,074.89
64900 · Office Supplies & Expense	1,943.78
66500 · Postage and Delivery	685.77
66700 · Professional Fees	17,067.50
67100 · Rent Expense	11,673.96
55500 · Restaurant Supplies	164.11
67200 · Repairs and Maintenance	624.41
68100 · Telephone Expense	2,269.87
68400 · Travel & Lodging Expense	15,282.53
68600 · Utilities	930.96
Total Expense	487,095.73
Net Ordinary Income	255,813.56
Other Income/Expense	
Other Expense	
80000 · Ask My Accountant	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	**255,813.56**

EXHIBIT B

FRANCHISE AGREEMENT

PCF Franchise LLC

Franchisee: _____
Date: _____
Territory: _____

TABLE OF CONTENTS

Section		Page
1.	DEFINITIONS	2
2.	GRANT OF FRANCHISE	4
3.	TERM AND RENEWALS	4
4.	TERRITORY	5
5.	FEES AND ROYALTIES	7
6.	MARKS	8
7.	MANUAL AND CONFIDENTIAL INFORMATION	10
8.	FRANCHISOR'S DUTIES	11
9.	SOLICITATION AND ADVERTISING	13
10.	CONSTRUCTION AND MAINTENANCE OF FRANCHISE	15
11.	RECORDS AND REPORTS	16
12.	FRANCHISEE'S DUTIES	17
13.	DEFAULT AND TERMINATION	22
14.	TRANSFER	25
15.	GENERAL PROVISIONS	27
16.	DISPUTE RESOLUTION	27
17.	RELATIONSHIP OF THE PARTIES	29
18.	MISCELLANEOUS	29
19.	ACKNOWLEDGEMENT	30

ATTACHMENTS

Attachment I	Fee, Premises and Territory Addendum	I-1
Attachment II	Electronic Payment Authorization	II-1
Attachment III	Proposed Trade Name and Delegation of Authority	III-1
Attachment IV	Confidentiality and Covenant Not to Compete Agreement	IV-1
Attachment V	Full and Final Mutual Release	V-1
Attachment VI	Collateral Assignment of Telephone Numbers	VI-1
Attachment VII	Collateral Assignment of Lease	VII-1
Attachment VIII	Internet Web Sites and Listings Agreement	VIII-1
Attachment IX	Americans with Disabilities Act	IX-1
Attachment X	Assignment of Agreement to an Entity	X-1
Attachment IX	Mobile Unit Supplemental Addendum	XI-I

FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is entered into and is effective on the date signed below by Franchisor, between PCF Franchise LLC, a Kentucky Limited Liability Company, located at 2530 Okeechobee Ln, Fort Lauderdale, Florida 33312-4624 ("Franchisor"), and _____, ("Franchisee"), residing at _____ .

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1. DEFINITIONS

1.01 "Approved Location" means the location of the outlet as identified in Attachment I of this agreement, to be operated within the Designated Territory

1.02 "Assets" means the Outlet, including all inventories, supplies, furnishings, equipment, fixtures, land, buildings and improvements, and other tangible items.

1.03 "Business" means the right which is granted to Franchisee to operate a Peach Cobbler Factory Outlet as set forth in this Agreement.

1.04 "Business Records" means evidence of each business transaction, and all financial, marketing, and other operating aspects of the Business, and all evidence and records with respect to customers, clients, employees, and other service professionals relating the Business including, without limitation, all databases in print, electronic or other form, including all names, addresses, phone numbers, e-mail addresses, customer/client records, and all other records contained in the database, and all other records created and maintained by Franchisee in operation of the Business.

1.05 "Confidential Information" means all methods for establishing, operating and promoting the Business pursuant to the Franchisor's distinctive business format, plans, methods, data, processes, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, Marks and information and know-how of the Franchisor and such other information as may be further developed periodically by the Franchisor.

1.06 "Designated Marketing Area" means that area included in a Regional Marketing Co-Operative.

1.07 "Designated Territory" means the territory described in Attachment I to this Agreement, subject to any reservations or exceptions contained in this Agreement.

1.08 "Franchise" means the Peach Cobbler Factory Outlet which Franchisee is granted the right to operate in conformity with the requirements of this Agreement.

1.09 "Gross Revenue" means the total of all receipts derived from gross revenue receipts, whether the receipts are evidenced by cash, credit, checks, services, property, or other means of exchange. "Gross Revenue" shall exclude only sales tax receipts that Franchisee must by law collect from

customers and that Franchisee pays to the government, promotional or discount coupons to the extent that Franchisee realizes no revenue, and employee receipt of services, if free, or any portion not paid for by an employee.

1.10 "Manual" means Franchisor's digital Operations Manual and other written or printed materials, including information posted on Franchisor's Web site and information sent to or accessed by Franchisee in print or digital form, manuals, written procedures, memoranda and their supplements loaned to Franchisee by Franchisor.

1.11 "Marks" means Franchisor's trade names, trademarks, service marks, logos, decor, trade dress, lay out, and commercial symbols, and similar and related words or symbols, now or in the future associated with Franchisor, the System or the Outlet, whether or not they are registered, including, but not limited to, "Peach Cobbler Factory."

1.12 "Multi-Area Marketing Program" (MAM Programs) means a regional, national, or international program designed to increase business, such as marketing to multi-area customers, Internet, shows, events, yellow pages, directories, affinity marketing, vendor programs, and co-branding programs. Such programs may require Franchisee's cooperation and participation, including refraining from certain channels of marketing and distribution, and payment of commissions or referral fees. Franchisee must also adhere to maximum pricing to the extent permitted by law. All such programs are Trade Secrets of Franchisor.

1.13 "National Marketing Fund" means the separate bank account used by Franchisor for the purposes specified in this Franchise Agreement. The Marketing Fund is not a trust or escrow account and is managed by Franchisor in its sole discretion.

1.14 "Outlet" means the Business which Franchisee is granted the right to operate in conformity with the requirements of this Agreement and, if appropriate, a Mobile Unit Supplement. "Outlet" refers to brick-and-mortar construction, whether a stand-alone building or a sub-unit within another building (shopping center, mall, etc.), and if appropriate, a Mobile Unit.

1.15 "Premises" means the one Approved Location within the Designated Territory and as described in Attachment I at which Franchisee may operate the Outlet using the System.

1.16 "Regional Advertising Cooperative" means an advertising cooperative made up of franchisees who are located in or near Designated Marketing Areas, as determined by Franchisor, and managed by franchisees elected by the group. The cooperative, if established, may adopt its own written governing regulations, which you must follow but these regulations are subject to consent by us. These regulations will be made available to the Franchisee upon written request.

1.17 "System" means, collectively, Franchisor's valuable know how, information, trade secrets, methods, Manuals, standards, designs, methods of trademark usage, copyrightable works, sources and specifications, software, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of the Outlet, as modified by Franchisor at any time.

1.18 "Trade Secret" is the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures, and improvements regarding the System that is valuable and secret in the sense that it is not generally known to competitors of Franchisor.

1.19 "Transfer" means to voluntarily or involuntarily transfer, assign, sell, or encumber any interest in or ownership or control of, the Outlet, substantial assets of the Outlet, or of this Agreement.

2. GRANT OF FRANCHISE

2.01 Grant of License. Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee an exclusive license to operate a Franchise as designated in Attachment I to this Agreement and described in Section 4, using the System and the Marks for the term of this Agreement. Franchisee may use the Marks and System only in accordance with the terms and conditions of this Agreement.

2.02 Modification of System. Franchisor reserves the right to periodically change, improve, or further develop the System, or any part of the System. Franchisee must promptly accept and comply with any change to the System and make any reasonable expenditure as necessary to comply. Franchisor will not alter these basic rights and obligations of the parties arising under this Agreement through changes in the Manual.

2.03 If Franchisee assigns this Agreement to a business entity, each of the officers, directors, and/or members of the entity, plus any individual who owns, directly or indirectly, a 5% or greater interest in the entity must also sign the Confidentiality and Covenant Not to Compete Agreement (Attachment IV). Franchisee shall also provide to Franchisor a resolution signed by all members, directors or partners, as appropriate, designating the principal contact for the Business. This principal contact must be a managing member, general partner or controlling shareholder. Such representative shall have the sole authority to speak for and bind Franchisee in all matters pertaining to this Agreement, and all matters relating to the Business.

3. TERM AND RENEWALS

3.01 Term of Agreement. This Agreement begins on the date executed by both parties and will continue for a period of ten (10) years, unless earlier terminated as provided under this Agreement.

3.02 Rights Upon Expiration. At the end of the term of this Agreement, Franchisee may renew its license for one successive period of ten (10) years, provided Franchisor does not exercise its rights of refusal as set forth below.

3.03 Right of Refusal to Renew. Franchisor may refuse, in Franchisor's sole discretion, to renew Franchisee's license if Franchisee:

a) fails to remedy, in the time frame set forth in this Agreement, any breach of this Agreement specified by Franchisor in a written notice;
b) has committed two (2) or more material breaches of this Agreement in the preceding twenty-four (24) months prior to expiration;

c) fails to give notice of Franchisee's intent to renew at least six (6) months, but no more than twelve (12) months, prior to the expiration of this Agreement. Failure to give timely notice will be considered an election not to renew this Agreement; or
d) is not current in payment obligations to Franchisor or its subsidiaries and affiliates and to trade creditors, landlords, or mortgage holders at the time Franchisee delivers its notice of renewal or on the date this Agreement is scheduled to expire.

If Franchisor intends not to renew Franchisee's license, Franchisor shall give Franchisee at least one-hundred fifty (150) days' notice of non-renewal prior to expiration of the term.

3.04 Renewal Agreement. Franchisee must execute a renewal franchise agreement and all other legal agreements in Franchisor's then-current form for new franchisees. These agreements may vary in material aspects from this Agreement, including, but not limited to, higher royalty and advertising fees. Franchisee must also make capital expenditures that are reasonably required for the renovation and modernization of the Franchise, signs, or any other required equipment to reflect the then-current image of Franchisor.

3.05 Renewal Fee. Upon signing a renewal franchise agreement, Franchisee will not be required to pay another Initial Franchise Fee but will be required to pay the then current renewal fee.

4. TERRITORY

4.01 Franchise. Franchisee may operate the Outlet only at the Premises (Approved Location) as designated in Attachment I to this Agreement. The specific street address of the Approved Location accepted by us shall be set forth in Attachment I when such Location is determined. You shall not be permitted to relocate the Approved Location to another location without our written permission, which shall not be unreasonably denied. This Agreement does not grant to you the right or license to operate the Outlet or to offer or sell any products or services described under this Agreement at or from any location other than the Approved Location.

4.02 Designated Territory. During the term of this Agreement and any extensions, Franchisor will not own, operate or franchise an Outlet for the operation of any other Franchise within the Designated Territory as designated in Attachment I to this Agreement. Once established, and unless otherwise agreed in writing, the boundaries of Franchisee's Designated Territory will not be adjusted without Franchisor's written consent regardless of whether the population of Franchisee's Designated Territory increases or decreases over time. You agree to conduct all catering and delivery activities in accordance with the procedures that we have specified in the Manual or otherwise in writing, and the revenue from those orders will be considered to be part of your store's Gross Revenue sales. Among other things, you agree not to engage in catering or delivery services outside of your Territory using your own vehicle, unless you have obtained our prior written consent as to each such proposed delivery order. Delivery services such as Uber Eats and DoorDash are exempt from this restriction By granting approval to any one or more proposals to provide catering or delivery service outside of your Territory, we will not have waived our right to later approve or disapprove any other proposed catering or delivery services.

4.03 Non-Traditional Location and Our Reservation of Rights

a) Nothing in this Agreement will prohibit us from:
   (i) operating and/or franchising others to operate outlets identified in whole or in part by the Proprietary Marks and/or utilizing the System in the Designated Territory that are located in gas stations or convenience stores; transportation facilities, including airports, train stations, subways and rail and bus stations; military bases and government offices; sports facilities, including stadiums and arenas; amusement parks, zoos and convention centers; car and truck rest stops and travel centers; educational facilities; recreational theme parks; hospitals; business or industrial foodservice venues; venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider; Indian reservations; casinos; or any similar captive market location not reasonably available to you ("Non-Traditional Site");
   (ii) awarding national, regional or local licenses to third parties to sell products under the Proprietary Marks in foodservice facilities primarily identified by the third party's trademark;
   (iii) merchandising and distributing products identified by the Proprietary Marks in the Designated Territory through any method or channel of distribution other than through the operation of an outlet, including distribution of proprietary products through grocery stores, club stores and similar stores;
   (iv) selling and distributing products identified by the Proprietary Marks in the Designated Territory to restaurants other than Peach Cobbler Factory outlets identified by the Proprietary Marks, provided those restaurants are not licensed to use the Proprietary Marks in connection with their retail sales;
   (v) selling products and services through other channels of distribution, including the internet, wholesale, mail order and catalogue;
   (vi) developing and/or owning other franchise systems for the same or similar products and services using trade names and trademarks other than the Proprietary Marks; and
   (vii) purchasing, being purchased by, merging or combining with, businesses that we deem to offer direct competition to Peach Cobbler factory Outlets.
   (vii) Unless otherwise stated, you understand and acknowledge that if any Non-Traditional Site (as described above) is located within the physical boundaries of your Designated Territory, then the premises of this Non-Traditional Site will not be included in your Designated Territory, and you will have no rights to this Non-Traditional Site.
b) This Section 4.03 does not prohibit us from:
   (i) operating and franchising others to operate, operate, Peach Cobbler Factory Outlets at any location outside of the Designated Territory;
   (ii) operating and franchising others to operate, after this Agreement terminates or expires, Peach Cobbler Factory Outlets at any location, including locations inside the Designated Territory; and
   (iii) operating and franchising others to operate at any location, during or after the Initial Term or any renewal of the initial Term, any type of restaurant other than a Peach Cobbler Factory Outlet.
c) The restrictions contained in this section do not apply to Peach Cobbler Factory Outlets in operation, under lease or construction or other commitment to open in the Designated Territory as of the Effective Date.

d) Except as expressly limited, we have the right to conduct any business activities, under any name, in any geographic area and at any location, regardless of the proximity to the Approved Location or the economic effect on your Outlet or activities under this Agreement.

4.04 Soliciting Outside the Designated Territory. Subject to the requirements of Sections 9.01 and 9.02, Franchisee may not solicit or advertise to potential customers who reside outside the Designated Territory without the express written permission of Franchisor.

4.05 Forms of Agreement. You acknowledge that, over time, we have entered, and will continue to enter, into agreements with other franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that we and other franchisees may have different rights and obligations does not affect our or your duties to comply with the terms of this Agreement.

5. FEES AND ROYALTIES

5.01 Payment of Fees and Royalties. All payments required under this Section are imposed by and payable to Franchisor and are non-refundable except as expressly provided below. All payments must be made by any method Franchisor reasonably specifies, including check, cash, certified check, money order, credit or debit card, automatic pre-authorized payment plan, electronic funds transfer, or payment in advance. Franchisee must sign an Authorization for Electronic Withdrawal, set forth as Attachment II, and Franchisor may require Franchisee to submit any payments electronically. All payments to Franchisor and dollar amounts stated in this Agreement are in U.S. dollars unless otherwise expressed. Franchisor will not require Franchisee to deposit all Franchisee's revenue into an account that Franchisor controls, or from which withdrawals may be made only with Franchisor's consent, except to secure a loan or financing arrangement by Franchisor.

5.02 Initial Franchise Fee: Franchisee must pay an initial franchise fee ("Initial Franchise Fee") upon the signing of this Agreement as set forth in Attachment I. The Initial Franchise Fee is $34,950. The Initial Franchise Fee is fully earned upon payment and is non-refundable under any circumstances. You may add a Mobile Outlet to your Brick-and-Mortar Outlet for a fee of $9.950 per Mobile outlet added. The discounted Franchise Fee for subsequent Brick-and-Mortar Units opened in accordance with the MUD Schedule is $24,950 per Unit and $14,950 of this fee is paid in advance when the MUDA is signed in conjunction with the Initial Franchise Agreement with the remaining $10,000 due upon signing the respective Franchise Agreement according to the MUD Schedule. We do not currently offer Mobile Units as a separate agreement or Outlet.

5.03 Royalties. Franchise must pay to Franchisor a monthly royalty in the amount of 6% of Gross Revenues for the preceding calendar month ("Royalty Fee"). The Royalty Fee is due to Franchisor, without notice from Franchisor, on the 10th day of each month. Royalties must be reported in a form specified by Franchisor.

5.04 National Marketing Fund Fee. In addition to the Royalty Fee described in Section 5.03 above, you agree to pay to us a National Marketing Fee (NMF) in an amount equal to two percent (2%) of the Outlets' Monthly Gross Revenue. Such amount shall be contributed to an NMF maintained by us, as described in Section 9 below. The National Marketing Fund Fee is payable to us at the same time and in the same manner as the Royalty Fee,

5.05 On-Site Training beyond Initial Training. Should Franchisee request or Franchisor determine necessity, or if as the result of an inspection or quality assurance audit Franchisor believes that remedial training is necessary Franchisor will send a representative to Franchisee's Outlet for additional assistance. Franchisee shall pay Franchisor $500 per day, with a 2-day minimum for each representative sent for the On-Site assistance plus reimburse each trainer's expenses, including travel, lodging and meals.

5.06 Online Ordering App/Technology Fee. Franchisee is required to utilize our proprietary app for consumer online ordering. You must use our required vendor and app and pay us a fee monthly, at the same time and in the same manner as the Royalty Fee. The Fee for this service is currently $129 per month but may change at any time based on the vendors current pricing.

5.07 Insufficient Funds Fee. If there are not sufficient funds in your account to permit us to debit the account for the payments you owe us, you will pay to us an insufficient funds fee equal to One Hundred Dollars ($100). This fee is in addition to interest on any overdue amount, as described in Section 5.05 below, and any fees charged by your bank. If you incur three (3) insufficient funds fees within any twelve (12) month period, we may terminate this Agreement without providing you the opportunity to cure the default.

5.08 Late Charges and Other Fees. Unless otherwise stated, Franchisee must pay interest at the rate of one and one-half percent (1.5%) per month for any late payments due under this Agreement, or the maximum interest rate allowed by applicable law, whichever is less. Franchisee must pay any damages, expenses through appeal, collection costs, and reasonable attorneys' fees Franchisor incurs in connection with Franchisee's failure to make any required payments.

5.09 Liquidated Damages: Franchisee will promptly pay us, within 45 days after the effective date of termination, liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by the number of months remaining in the Agreement had it not been terminated.

5.10 Taxes and Debts. Franchisee will promptly pay when due all taxes, fees, debts, expenses, and assessments of the Outlet, including payroll taxes. Franchisee will not permit a tax sale, seizure, levy, execution, bankruptcy, assignment of assets for or by creditors, or similar action to occur.

6. MARKS

6.01 Marks. Franchisee must only use the Marks in the conduct of the Business as specified in this Agreement. Any unauthorized use of the Marks by Franchisee will constitute a breach of this Agreement and an infringement on Franchisor's rights in and to the Marks. As between Franchisor and Franchisee, Franchisor has a prior and superior claim to the Marks, and Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement.

6.02 Authorized Marks. Franchisee shall use no trademarks other than "Peach Cobbler Factory" or any other Marks that Franchisor may specify for use in the identification, marketing, promotion, or operation of the Business. If Franchisee cannot lawfully use the Marks in the Designated Territory, Franchisee must obtain Franchisor's written approval to use other marks. Franchisee must also follow

the copyright guidelines as specified by Franchisor in the Manual and which approval may not be unreasonably withheld, conditioned or delayed. Franchisor will indemnify Franchisee for any claims against misuse or infringement of Marks.

6.03 Change of Marks. Franchisor may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time of receiving written notification of any change, Franchisee must comply with the change, at Franchisee's sole expense unless Franchisor does not control the Marks in which case Franchisor shall bear cost of the Franchisee changing of the Marks.

6.04 Limitations on Franchisee's Use of the Marks. Franchisee must use the Marks as the sole identification of the Outlet but must also identify itself as the independent owner of the Business in the manner prescribed by Franchisor. All Marks must be displayed in the manner prescribed by the Franchisor. Franchisee may not use the Marks, or any words or symbols similar to the Marks, alone or with any prefix, suffix, modifying words, terms, designs, or symbols:

a) as part of any entity or business name;
b) in conjunction with any documents, contracts, licenses, permits and other official documents. Any reference to the Marks in any document must state that Franchisee's use of the Marks is limited by this Agreement;
c) in any form on the Internet, including, but not limited to, addresses, domain names, links, metatags, locators, and search techniques;
d) in connection with the performance or sale of any unauthorized services or products; or
e) in any other manner not expressly authorized by Franchisor.

6.05 Marks on the Internet. Franchisor retains the sole right to use the Marks and market on the Internet, including all use of Web sites, domain names; URL's, linking, advertising, and co-branding arrangements. Franchisee may not establish a presence on the Internet except as we may specify, and only with our prior written consent. Franchisee will provide Franchisor with content for Franchisor's Internet marketing, and Franchisee must sign the Internet and intranet usage agreements when developed by Franchisor. Franchisor retains the right to approve any linking to or other use of PCF's Web site.

6.06 Marks in Advertising. Subject to Section 9.03, Franchisee must obtain Franchisor's prior written approval for any use of any item of printed, audio, visual, Internet, electronic media, or multimedia material of any kind bearing any of the Marks, unless supplied by Franchisor. Franchisee must indicate that it is "independently owned and operated."

6.07 Goodwill. All usage of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill that might be deemed to have arisen through Franchisee's operation of the Business or other activities will inure to the exclusive benefit of Franchisor.

6.08 Infringement. Franchisee must notify Franchisor in writing within three (3) days of obtaining knowledge of any possible infringement or illegal use by others of a trademark which is the same as or confusingly similar to the Marks. Franchisor may, in its sole discretion, commence or join any claim against the infringing party, and bear the reasonable costs associated with the action.

6.09 Signage. As specified by Franchisor, Franchisee must display signage bearing the Marks and identifying the Premises as a Franchise, and signage indicating that the Business is independently owned and operated as an Outlet. All signage must remain current with the System's standards as Franchisor may modify periodically.

7. MANUAL AND CONFIDENTIAL INFORMATION

7.01 Confidential Information. The System, the Manual, and other Confidential Information are proprietary, involve Trade Secrets of Franchisor, and are disclosed to Franchisee solely on the express condition that Franchisee agrees, and Franchisee does hereby agree to:

a) fully and strictly adhere to all security procedures prescribed by Franchisor, in its sole discretion, for maintaining the Confidential Information as confidential;
b) disclose such information to its employees only to the extent necessary to market and for the operation of the Business in accordance with this Agreement;
c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor; and
d) exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term of this Agreement, and follow Franchisor's security procedures, which include the execution of approved nondisclosure agreements, and intranet, extranet and Internet usage agreements when developed by Franchisor, by Franchisee and any employee or agent who is allowed access.

7.02 Standards and Authorized Use. Franchisee must maintain strict compliance with the Manual as presently set forth and as subsequently amended and revised.

7.03 Unauthorized Use. Franchisee must not print, copy or otherwise reproduce any Confidential Information and must establish procedures to prevent unauthorized use by any other person. Unauthorized use of the Manual or the System will constitute a breach of this Agreement and an infringement of our proprietary rights, including trade secrets and copyrights. You must promptly report any unauthorized use of the Manual or other Confidential Information.

7.04 Manual. Franchisor will loan to Franchisee during the term of the franchise agreement access to the Franchisor's digital copy of the confidential operating Manual on an access code-protected company intranet or extranet, or through other media. The Manual will at all times remain the property of Franchisor, and Franchisee will immediately loose access to the digital Manual upon expiration, termination, or Transfer of this Agreement. Franchisor may periodically update and revise the Manual. Franchisee acknowledges that its entire knowledge of the operation of the System is and shall be derived from information disclosed to Franchisee by Franchisor and that certain of such information is Confidential Information of Franchisor. Franchisee shall maintain the absolute confidentiality of all such Trade Secrets during and after the term of this Agreement and shall not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor. Franchisee is bound by the standards for maintaining the privacy of the Manual in the same manner as all other Confidential Information as provided in this Agreement.

7.05 Confidentiality and Covenant Not to Compete Agreement. Franchisee and, in the event of a subsequent transfer to an entity, the entity, its owners, members, managers, partners or shareholders,

officers, directors, agents, beneficial owners, and principal employees, as applicable shall execute Franchisor's standard Confidentiality and Covenant Not to Compete Agreement (Attachment IV) before performing any work at the Business or otherwise having access to Franchisor's Confidential Information. A copy of all such signed agreements shall be delivered to Franchisor within one week of their execution.

7.06 Ownership of Business Records. Franchisee acknowledges and agrees that the Franchisor has access to all Business Records with respect to customers, clients, employees, and other service professionals of, and related to, the franchised Franchise including, without limitation, all databases (whether in print, electronic or other form), including all names, addresses, phone numbers, e-mail addresses, customer records, and all other records contained in the database, and all other Business Records created and maintained by Franchisee for evaluation and research purposes only. Franchisee further acknowledges and agrees that, at all times during and after the termination, expiration or cancellation of this Agreement, Franchisor may access such Business Records, and may utilize, transfer, or analyze such Business Records as Franchisor determines to be in the best interest of the System, in Franchisor's sole discretion. This will in no way cause harm to Franchisee's business.

8. FRANCHISOR'S DUTIES

8.01 Services Provided by Franchisor. Franchisor will provide initial and continuing services as it deems necessary or advisable in furthering Franchisee's Business and the business of the System as a whole and in connection with protecting the Marks and goodwill of Franchisor. Provision of services by Franchisor, either initial or continuing, is independent from the payment of the Initial Franchise Fee or the continuing Royalty Fees. Notwithstanding the foregoing, Franchisor will provide the services listed below on a continuing basis.

8.02 Site Selection. Franchisee is solely responsible for locating a site (Approved Location) for the Business and negotiating a lease for the property. Upon request, Franchisor will provide assistance to Franchisee in analyzing a site and in negotiating a lease. Franchisor will analyze a site by examining population density, traffic patterns, and proximity of the proposed franchise to any other Peach Cobbler Factory, or any other reasonable criteria, as set forth in Section 10.02. Franchisee agrees that the Approved Location of the Franchise is a factor in the potential for success of the Business and Franchisor may reject any site in its sole discretion, but consent will not be unreasonably withheld. The franchise agreement cannot be terminated due to failure to agree on site selection; however, the franchise agreement may be terminated for failure to designate an Approved Location within 120 days of signing the Franchise Agreement, In addition, failure to begin operations of your PCF franchise within 270 days of signing the Franchise Agreement may result in termination of the Franchise Agreement and we will retain all monies received if this is your only Outlet or if this is your first Outlet as part of a MUDA. Additional Outlets will be opened according to the MUD Schedule attached as Attachment A to the Multi-Unit Development Agreement, included as Exhibit F. Our assistance in no way constitutes a representation or warranty with respect to the property.

8.03 Equipment, Inventory, Advertising and Services. Franchisor will specify or approve certain equipment and supplies used in the Business, as provided elsewhere in this Agreement. Franchisor may negotiate marketing programs with suppliers and obtain advertising allowances or rebates for

doing so and may utilize such allowances or rebates in any manner in which Franchisor elects, in its sole discretion.

8.04 Initial Training. Franchisor will provide initial training and assistance, as Franchisor may reasonably determine to be appropriate., but for the classroom portion, within four (4) to six (6) weeks of Franchisor reviewing the Franchisee's Certificate of Occupancy. Franchisor will provide the initial training classroom portion at its' corporate headquarters or at another location designated by Franchisor, to Franchisee and one designated Manager or other employee at no charge. The balance of the training at your location will occur prior to your Grand Opening. New or replacement employees will be trained by Franchisee at Franchisee's expense. Franchisee and a designated manager must attend and satisfactorily complete the initial training program. The training program lasts for approximately 3 full days and consists of a discussion of the System, techniques, procedures, and methods of operation, ordering, accounting, support procedures and instructions on quality standards and practical experience in the operation of the Franchise. Franchisee is responsible for personal travel, accommodation, and other costs of its employees, including wages, while attending training.

8.05 Annual Conferences. Franchisor reserves the right in the future to hold and require Franchisee to attend annual conferences to discuss on-going changes in the industry, sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, and advertising programs. Conferences may be mandatory and, Franchisee may be required to pay a conference fee as well as all personal travel and living expenses and wages for all of its employees attending the conference. Conferences will be held at Franchisor's corporate headquarters or at an alternate location chosen by Franchisor.

8.06 Opening and Continuing Assistance. Franchisor will provide reasonable ongoing assistance by telephone, email, or other form of communication to Franchisee during normal business hours.

8.07 Additional On-Site Training. If Franchisee requests that Franchisor provide additional training at the Outlet, or if Franchisor determines as the result of an inspection or quality assurance audit Franchisor believes that remedial training is necessary, Franchisee must pay our daily fee for each trainer we send to the Outlet, and must reimburse each trainer's expenses, including travel, lodging, meals and wages

8.08 Advertising and Promotional Programs. Franchisor will provide advertising and promotional programs as set forth in Section 9.

8.09 Development of Programs. Franchisor may develop new designs and service methods, as Franchisor deems beneficial to the System. Franchisor will offer such new design and service methods to Franchisee on terms reasonably determined by Franchisor.

8.10 Modification of System. Franchisor will periodically continue to improve, modify, and revise the Manual and the specifications, standards, and operating procedures and rules of the System, as set forth in Sections 2.02 and 7.04.

8.11 Central Purchasing. Franchisor reserves the right to implement a purchasing system for franchisees and negotiate prices and terms with suppliers and to receive rebates from such purchases

by Franchisees. Franchisor may utilize such rebated funds in any manner it chooses in Franchisor's sole discretion.

8.12 Web Site. Franchisor will provide information regarding Franchisee's Business on its Web site, as set forth in Section 9.02.

9. SOLICITATION AND ADVERTISING

9.01 Except as stated in this paragraph, Franchisee may not directly market to or solicit customers who reside outside the Designated Territory. You may offer and sell Products only: (a) from the Approved Location; (b) in accordance with the requirements of this Franchise Agreement and the procedures set forth in the Manual; and (c) to retail customers for consumption on the Outlets premises, for personal, carry-out consumption, catering, and/or for delivery. You may sell our menu items to customers who live anywhere but who choose to dine at or from your Approved Location, but you may only provide delivery and/or catering services to addresses within your Designated Territory if you use your own vehicle. Delivery services such as Uber Eats and Door Dash are exempt from this restriction. You agree not to offer or sell products through any means other than as provided above; and therefore, for example, you agree not to offer or sell products from satellite locations, temporary locations, carts or kiosks, by use of catalogs, the Internet, or through any other digital format or print media unless specifically approved by us.

9.02 Franchisee Advertising.

a) Local: Franchisee is required to spend a minimum of 2% of Gross Revenue per month on local marketing and promotion in Franchisee's Designated Territory.
b) Grand Opening: The Grand Opening Marketing Campaign is to be conducted by our designated Advertising Agency. You must choose a six (6) or twelve (12) month marketing program that ranges from $200 to $1,000 per month and you must begin this marketing campaign 3 months prior to opening. This expense will count towards your required expenditure for local advertising during the first 3 months of operation but will be in addition to your monthly contribution to the NMF. Your grand opening marketing campaign must include giveaways of food samples and other promotions, as we require, and we must approve all phases of your grand opening marketing campaign before it is conducted.
c) Franchisee will also be required to participate, at Franchisee's expense, in any National Advertising Fund (Fund), Multi-Area Marketing Programs (MAM Programs) or Regional Advertising Cooperative (Co-Op), as determined by Franchisor. Franchisee's requirement to contribute to such Fund or Programs (combined) will not exceed four percent (4%) per month of Franchisee's Gross Revenues. Contributions to a Co-Op will be determined by the Franchisees within the Designated Marketing Area. All expenditures will be reported to Franchisor at such times and in such manner as Franchisor specifies, including by electronic means. Subject to this Section, Franchisee may not advertise in any media with a primary circulation outside Franchisee's Designated Territory, except with Franchisor's written consent and with the reasonable consent of any franchisee whose territory is reached by the media. However, Franchisee may advertise in media whose circulation is primarily inside Franchisee's Designated Territory, even if it also reaches outside Franchisee's Designated Territory. All Internet marketing is a part of Multi-Area Marketing Programs and must be

coordinated through and approved by Franchisor. You may not market independently on the Internet or acquire an independent Internet domain name or Web site, but Franchisor will include Franchisee's Franchise on its Web site.

9.03 Advertising and Marketing Materials. Franchisor will provide Franchisee with reasonable amounts of advertising and marketing materials which may include, but are not limited to, video and audiotapes, multimedia, print-ready advertising materials, posters, banners, and other items. Franchisee must purchase any additional copies of advertising and marketing materials. Franchisee may develop and produce additional advertising and marketing materials, at Franchisee's own expense, but any advertising and marketing materials must be approved in writing by Franchisor in advance of Franchisee's use of such materials. Franchisor will approve or disapprove of materials submitted by Franchisee within fifteen (15) days of receipt. Franchisor also reserves the option of utilizing the advertising, without cost, developed by Franchisee and providing the advertising to other franchisees.

9.04 National Marketing Fund / Multi-Area Marketing Programs / Regional Advertising Co-Op. Franchisee will be required to pay a fee of two percent (2%) of Gross Revenue per month, into the National Marketing Fund (Fund) or to a Multi-Area Marketing Program (MAM Program) or Regional Advertising Co-Op to advertise the System on a regional, national, or international level. Contributions shall be made at the same time and in the same manner as the Royalty Fee Company-owned, affiliate-owned and/or associate-owned locations will not be required to contribute to these Funds or Programs. Franchisor will hold contributions to the Fund or Program in MAM Program(s)in any bank account of our choosing, including the corporate account. Franchisor will use the contributions to the Fund or Program for local, regional, national, Internet, or international advertising or marketing, development and maintenance of any Internet or e-commerce programs, related expenses, and any media or agency costs or to attend franchise trade shows and other events. Franchisor may also use contributions to the Fund or MAM Program to offset or partially rebate the franchisee's local media and printing expenses. Franchisee acknowledges and agrees that expenditures from the Fund or MAM Program may or may not be proportionate to contributions made by Franchisee or provide a direct or any benefit to Franchisee. The National Marketing Fund will be spent for the purposes set forth above at Franchisor's sole discretion, and Franchisor has no fiduciary duty with regard to the Fund or MAM Program(s). Franchisor may accumulate these contributions, and the balance may be carried over to subsequent years and used for the purposes stated in this Agreement. If the National Marketing Fund operates at a deficit or requires additional funds at any time, Franchisor reserves the right to loan such funds to the National Marketing Fund on any terms Franchisor determines. Franchisor may also utilize the National Marketing Fund to reimburse itself for administrative expenses incurred in administering the National Marketing Fund. An unaudited annual financial statement of the National Marketing Fund will be prepared within one hundred twenty (120) days of the close of Franchisor's fiscal year and will be available to Franchisee upon request.

9.05 Websites. We alone may establish, maintain, modify or discontinue all internet, World Wide Web and electronic commerce activities pertaining to the System. We have established one or more websites accessible through one or more uniform resource locators ("URLs"). We will provide your Outlet with a listing on our website and we may, but are not required to, design and provide for the benefit of your Outlet a "click through" subpage at our website for the promotion of your Outlet. If

we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Outlet, you must routinely provide us with updated copy, photographs and news stories about your Outlet suitable for posting on your "click through" subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage.

a) Any websites or other modes of electronic commerce that we establish or maintain, including but not limited to any mobile applications ("apps") that we may introduce, may – in addition to advertising and promoting the products, programs or services available at Peach Cobbler Factory Outlets – also be devoted in part to offering Peach Cobbler Factory franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.
b) In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, System discussion forums and System-wide communications (among other activities) can be done. You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Outlet; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "Peach Cobbler Factory" name or any names confusingly similar to the Proprietary Marks.
c) You are not permitted to promote your Outlet or use any of the Proprietary Marks in any manner on any social or networking websites, which includes but is not limited to, Facebook, Instagram, LinkedIn, YouTube, TikTok or Twitter, without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Outlet' operation, including prohibitions on your and the Outlet' employees posting or blogging comments about the Outlet or the System, other than on a website established or authorized by us ("social media" includes but is not limited to personal blogs, common social networks like Facebook, and Instagram, professional networks like LinkedIn, live-blogging tools like Twitter and video networks like YouTube and TikTok, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.
d) We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage.

10. CONSTRUCTION AND MAINTENANCE OF FRANCHISE

10.01 Franchise Construction. Franchisee must construct or convert a building and equip the site, at Franchisee's expense, in a good and workmanlike manner as specified by Franchisor. All interior designs, construction or conversion work must be completed in accordance with the standards and specifications of Franchisor and must conform to all applicable zoning and other requirements of local authorities. Construction or conversion must begin by 120 days from the date of execution of the Franchise Agreement and be able to open within 270 days from the date of this Agreement. Franchisor will approve or disapprove the plans within thirty (30) days of submission. The factors that affect this time are the ability to obtain a building or lease, obtain general business permits,

training, financing or building permits, zoning and local ordinances, weather conditions, shortages, and installation of equipment, fixtures and signs. If Franchisee does not make reasonable efforts to open the franchise by the end of nine (9) months, Franchisor may terminate this Agreement and retain all monies received.

10.02 Property. Franchisee may purchase or lease the required real property and improvements from any source upon terms approved by Franchisor in writing. Proposals for site of the Franchise must be submitted to Franchisor within 30 days of the execution of this Agreement, and the location must be selected within 120 days of the execution of this Agreement, or Franchisor may terminate this Agreement. Franchisee must deliver to Franchisor any traffic, competition, and demographic and similar site information relating to any proposed site, that Franchisor reasonably requests, for review at least twenty (20) days before any proposed lease signing date. Franchisee must deliver to Franchisor a copy of the proposed lease and an option to assume the lease signed by the lessor in favor of Franchisor in a form acceptable to Franchisor. If Franchisor assists Franchisee in negotiating the lease or negotiating Franchisor's required option to assume the lease, Franchisor may charge Franchisee a lease negotiation fee. Franchisor will provide Franchisee with standard sample floor layouts and architectural plans, but all final plans must be approved by Franchisor.

10.03 Lease Riders. If Franchisee leases the Premises, the lease must contain the following provisions:

a) on termination of this Agreement for any reason, Franchisor or its designee will have the option for thirty (30) days to assume Franchisee's remaining lease obligations without accruing any liability regarding the lease prior to the effective date of any assignment; or Franchisor will have the right to execute a new lease for the remaining term on the same terms and conditions;
b) all notices of default to Franchisee under the lease must be sent contemporaneously to Franchisor;
c) in the event Franchisee defaults under the lease, Franchisor or its designee will have an opportunity, but not the obligation, to cure such default and to assume Franchisee's remaining obligations under the lease, but will not have any obligation to do so; and
d) a provision reserving to Franchisor the right, at Franchisor's sole and absolute election, to receive an assignment of the leasehold interest from Franchisee upon termination or expiration of the initial term or any renewal term, or any termination of Franchisee, and the right to reassign the lease without becoming liable on the lease and without further approval from the landlord or additional charge.

10.04 Maintenance and Upgrades. Subject to the terms of this Section, Franchisee must at all times comply with Franchisor's standards, specifications, processes, procedures, requirements and instructions regarding the Franchise's physical facilities, including the layout of furnishings and fixtures. Franchisee must maintain the Franchise and any parking areas in good and safe condition, as specified in the Manual. Franchisee must remodel or upgrade the Franchise at its own cost in accordance with Franchisor's reasonable standards and requests.

11. RECORDS AND REPORTS

11.01 Records. Franchisee must keep and transmit complete and accurate Business Records on a current basis relating to the Business in the form, time, and manner that Franchisor prescribes. Franchisee must provide Franchisor with all hard copies, and access to electronic reports, as reasonably prescribed. Franchisee must maintain an accounting system, which accurately reflects all operational aspects of the Franchise including uniform reports as may be required by Franchisor. Franchisee must submit to Franchisor current financial statements and other reports as Franchisor may reasonably request to evaluate or compile research data on any operational aspect of the Franchise. Franchisor reserves the right to require that Franchisee make available its sales records and files by way of an Internet connection. Business Records will specifically also include:

a) tax returns;
b) daily reports;
c) statements of Gross Revenues and expenses, to be prepared each month for the preceding month;
d) profit and loss statements, to be prepared at least quarterly and by an independent Certified Public Accountant annually; and
e) balance sheets, to be prepared at least annually by an independent Certified Public Accountant.

Franchisee must keep accurate records relating to the Outlet for a period of six (6) years after the termination or expiration of this Agreement.

11.02 Records Standards. Franchisee must prepare all financial reports in accordance with generally accepted accounting principles, consistently applied, in a form approved by Franchisor. Franchisee must periodically deliver to Franchisor copies of accounting, tax and other documents and information, within ten (10) business days of Franchisor's requests. Franchisee must provide Franchisor with a copy of its annual financial statements including a profit and loss statement and a balance sheet containing complete notes and disclosures. Such statements must be compiled by an independent Certified Public Accountant and be delivered to Franchisor within ninety (90) days after Franchisee's fiscal year end.

11.03 Audits. Franchisee must provide Franchisor, or its agents access to Franchisee's Business and computer systems to examine or audit Franchisee's Business, at any reasonable time without notice. Franchisor will bear the cost of the audit, unless Franchisee fails to report as required or understates Gross Revenue by one percent (1%) or more for any reported time period, in which case Franchisee will pay the audit cost plus interest on understated costs of one- and one-half percent (1.5%) per month. Franchisee must immediately pay to Franchisor all sums owed in addition to any other remedies provided in this Agreement or by law.

12. FRANCHISEE'S DUTIES

12.01 Compliance with Applicable Laws. Franchisee agrees to (i) comply with all applicable laws, ordinances and regulations or rulings, or licensing requirements, of every nature whatsoever which in any way regulate or affect the operation of its Business, (ii) pay promptly all taxes and business expenses, and (iii) comply with all laws covering occupational hazards, accommodations for the disabled, including without limitation, the Americans with Disabilities Act, if applicable, health,

workers' compensation insurance and unemployment insurance. Franchisee agrees, at its expense, to modify its Franchise, if necessary, to comply with any such applicable laws or regulations. Franchisee shall not engage in any activity or practice that result, or may reasonably be anticipated to result, in any public criticism of the System or any part thereof.

12.02 System Compliance. Franchisee must comply with the System, the Manual, and all systems, procedures and forms, as in effect from time to time. All mandatory specifications, standards, and operating procedures prescribed by Franchisor in the Manual, or otherwise communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth herein. Accordingly, all references in this Agreement to Franchisee's obligations under this Agreement, including to the Franchise, equipment, procedures shall include such mandatory specifications, standards, and operating procedures. Franchisor may require Franchisee to add additional concepts to the Business in the future; however, these concepts will be complementary.

12.03 Uniformity and Image. In order to maintain uniform standards of quality, appearance, and marketing, it is essential that Franchisee conform to Franchisor's standards and specifications set forth in the Manual and the System. While Franchisee will manage its own operations and employees, Franchisee must agree and conform to all the requirements of this Section.

12.04 Operations. Franchisee must operate the Outlet in accordance with the System and Manual, as amended by us in our discretion. Franchisee or a fully trained and qualified manager ("Manager") approved by Franchisor must participate personally and full-time in the Business.

12.05 Right of Entry and Inspection. Franchisee must permit Franchisor or its authorized agent or representative to enter the Premises during normal business hours and to reasonably inspect the operations of the Outlet. Without any liability to Franchisee, Franchisor may confiscate any materials which Franchisor, in its reasonable judgment, determines to be either illegal or in violation of this Agreement. Franchisor shall have the right to observe Franchisee and its customers/clients rendering services, to confer with Franchisee's employees and customers/clients and to generally review the Business operations for compliance with the standards and procedures set forth in the Manual.

12.06 Restrictions on Services and Products. Franchisee is prohibited from offering for sale any products and services not authorized by Franchisor as being a part of the System. Franchisee shall purchase any and all equipment and food products and other items as directed as required for the operation of the Business from suppliers designated or approved by Franchisor. However, if Franchisee proposes to offer, conduct or utilize any services, products, materials, forms, items, supplies or services for use in connection with the Business which are not previously approved by Franchisor as meeting its specifications, Franchisee shall first request approval in writing from Franchisor. Franchisor may, in its sole discretion, for any reason whatsoever, elect to withhold such approval; however, in order to make such determination, Franchisor may require submission of outlet design specifications, information of such equipment and supplies. Franchisor will advise Franchisee within a reasonable time whether such equipment and supplies meet its specifications. Approved equipment descriptions and supplier contact information are prescribed in the Manual. If there is no designated or approved supplier for particular items, Franchisee may purchase from suppliers approved in advance by Franchisor who meet all of Franchisor's specifications and standards as to quality, composition, finish, appearance and service, and who shall adequately demonstrate their

capacity and facilities to supply Franchisee's needs in the quantities, at the times, and with the reliability requisite to an efficient operation of the Business.

12.07 Sales Restrictions: You may offer and sell Products only: (a) from the Approved Location; (b) in accordance with the requirements of this Agreement and the procedures set forth in the Operations Manual; and (c) to retail customers for consumption on the Outlets premises, for personal, carry-out consumption, catering, and/or for delivery. You may sell our menu items to customers who live anywhere but who choose to dine at or receive delivery and/or catering from outside delivery services from your Approved Location, but you may only provide delivery and/or catering services using your own delivery service to addresses within your Designated Territory. You agree not to offer or sell products through any means other than as provided above; and therefore, for example, you agree not to offer or sell products from satellite locations, temporary locations, carts or kiosks, by use of catalogs, the Internet, or through any other digital format or print media unless specifically approved by us in writing.

a) You may not engage in any promotional activities or sell products or services, whether directly or indirectly, through or on the internet, the world wide web, or any other similar proprietary or common carrier electronic delivery system; through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located primarily within your Designated Territory, you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of your Designated Territory. You may not directly solicit customers outside of your Designated Territory. You have no options, rights of first refusal, or similar rights to acquire additional franchises. You may not sell any products to any business or other customer at wholesale.
b) We may sell products under our Proprietary Marks within and outside your Designated Territory through any method of distribution other than at a Peach Cobbler Factory Unit, including sales through channels of distribution such as the internet, catalog sales, grocery stores, club stores, specialty food stores, telemarketing or other direct marketing sales (together, "alternative distribution channels"). You may not use alternative distribution channels to make sales outside or inside your Designated Territory and you will not receive any compensation for our sales through alternative distribution channels.
c) We will fulfill all orders placed through the retail portion of our website and you will not be entitled to any portion of the profits received from this, even if the customer's order is generated from or delivered to an address in your Designated Territory.

12.08 Limitations on Supply Obligations. Nothing in this Agreement shall be construed to be a promise or guarantee by Franchisor as to the continued existence of a particular product, nor shall any provision herein imply or establish an obligation on the part of Franchisor to sell equipment and supplies to Franchisee if Franchisee is in arrears on any payment to Franchisor or otherwise in default under this Agreement. If Franchisee fails to pay in advance in full for each shipment of equipment and supplies purchased, Franchisor shall not be obligated to sell equipment and supplies to

Franchisee. In addition, Franchisor may impose interest on any late payments on the terms described in Section 5.08.

12.09 Insurance. Franchisee must keep in force insurance policies as prescribed by Franchisor in the Manual by an insurance company acceptable to Franchisor at all times during the term of this Agreement and any renewal. Insurance coverage must include general liability, combined single limit, bodily injury and property damage insurance for premises operations, products liability and all other occurrences against claims of any person, employee, customer, and agent or otherwise in an amount per occurrence of not less than such amount set forth in the Manual and adjusted by Franchisor from time to time. Insurance policies must insure both Franchisee and Franchisor, its officers and directors, as additional named insured against any liability which may accrue against them by reason of the ownership, maintenance or operation by Franchisee of the Business. The policies must also stipulate that Franchisor shall receive a thirty (30) day prior written notice of cancellation. Original or duplicate copies of all insurance policies, certificates of insurance or other proof of insurance acceptable to Franchisor shall be furnished to Franchisor together with proof of payment within thirty (30) days of issuance thereof. In the event Franchisee fails to obtain the required insurance and keep the same in full force and effect, Franchisee shall pay Franchisor upon demand the premium cost thereof, which Franchisor shall then forward to the insurance carrier. Notwithstanding the foregoing, failure of Franchisee to obtain insurance constitutes a material breach of this Agreement entitling Franchisor to terminate this Agreement pursuant to the provisions of this Agreement. Franchisee will also procure and pay for all other insurance required by state or federal law, including, without limitation, workers' compensation and unemployment insurance.

12.10 Appearance and Customer Service. Franchisee and its employees shall (i) maintain a clean and attractive appearance, (ii) give prompt, courteous and efficient service to the public, and (iii) otherwise operate the Business in strict compliance with the policies, practices and procedures contained in the Manual so as to preserve, maintain and enhance the reputation and goodwill of the System. Franchisee may not alter, change, or modify the System, including the Franchise, in any way without the prior written consent and approval of Franchisor.

12.11 Hours of Operation. In order to provide a uniform experience for our customers, We have established Mandatory Hours of Operation for your Outlet. Currently, you must maintain hours of 12 p.m. to 10 p.m. Monday through Sunday every week (7 days a week). You may currently remain open for late night deliveries with our prior approval. We will provide information in the Operations Manual or notify you in advance and in writing instructions for holiday hours or other special events. You may not change your hours of operation without prior written approval from Us.

12.12 Signs. All signs to be used on or in connection with the Business must be approved in writing by Franchisor prior to their use by Franchisee.

12.13 Training. Franchisee or its designated Manager must complete Franchisor's initial training program described in Section 8.04 above. Franchisee shall train its employees according to standards and procedures established by Franchisor.

12.14 Correction of Defects. Should Franchisor notify Franchisee at any time of defects, deficiencies or unsatisfactory conditions in the appearance or conduct of the Business, Franchisee

shall correct within a reasonable time, any such items. Franchisee shall establish and maintain an image and reputation for the Business consistent with the standards set forth in this Agreement, the Manual, or as otherwise specified by Franchisor. Franchisee shall keep its Franchise clean and in good order and repair at all times.

12.15 Indemnification. Franchisee agrees to indemnify, defend and hold harmless Franchisor, its parent corporation, its subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, successors and assignees against all claims and liabilities directly or indirectly arising out of the operation of the Business or arising out of the use of the Marks and System in any manner not in accordance with this Agreement. For purposes of this indemnification, claims shall mean and include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim, including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. Franchisor shall have the right to defend any such claim against it. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Franchisee shall not however, be liable for claims arising as a result of Franchisor's intentional or fraudulent acts, omissions or negligence.

12.16 Computer Systems. Franchisee must acquire, maintain, and upgrade computer, information processing and communication systems, including all applicable hardware, software, and Internet and other network access providers, and Web site vendors, as prescribed in the Manual. Franchisee must comply with any separate software or other license agreement that Franchisor or its designee uses in connection with providing these services.

12.17 Computer Problems, Viruses, and Attacks. Franchisee acknowledges and understands that computer systems are vulnerable to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. Franchisor has taken reasonable steps so that these problems will not materially affect the System. Franchisor does not guarantee that information or communication systems supplied by Franchisor or its suppliers will not be vulnerable to these problems. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from these problems. Franchisee must also take reasonable steps to verify that Franchisee's suppliers, lenders, landlords, customers, and governmental agencies on which Franchisee relies, are reasonably protected. This may include taking reasonable steps to secure Franchisee's systems, including, but not limited to, firewalls, access code protection, anti-virus systems, and use of backup systems.

12.18 Hazardous Materials. Franchisee must not cause or permit any toxic or hazardous waste, substances, or materials, as defined under applicable government laws and regulations to be used, generated, stored or disposed of near, on, under, about or transported to or from the Premises or any of Franchisee's vehicles except as necessary for Franchisee's operation of the Outlet and in accordance with the Manual. Franchisee shall conduct such permissible hazardous materials activities in strict compliance, and at Franchisee's expense, with all applicable federal, state, and local laws, rules and regulations now or hereafter in effect and using all necessary and appropriate precautions. Franchisor will not be liable for any of these activities. Franchisee must provide Franchisor with a copy of all hazardous materials inventory statements and updates filed by any

governmental agency or regulation and must immediately notify Franchisor both by telephone and in writing of any spill or unauthorized discharge of hazardous materials or of any conditions constituting an imminent hazard.

13. DEFAULT AND TERMINATION

13.01 Termination by Franchisee. Franchisee may terminate this Agreement only if Franchisor violates a material provision of this Agreement and fails to remedy or fails to make substantial progress toward curing the violation within ninety (90) days after receiving an initial written notice from Franchisee detailing the alleged default. Termination by Franchisee shall be effective ten (10) days after Franchisor receives a subsequent written notice of termination following the referenced ninety (90) days only if Franchisor has not cured the violation or made substantial progress toward curing the violation. If Franchisee terminates this Agreement under this provision, Franchisee must follow the termination procedures as set forth in Section 13.03.

13.02 Termination by Franchisor. Subject to applicable law to the contrary, Franchisor may, at its option, terminate this Agreement before its expiration as set forth below:

a) With Notice of 30 Days. This Agreement will terminate thirty (30) days after Franchisor gives written notice to Franchisee and Franchisee fails to cure the defect within the 30-day period, in the event that:
   (i) Franchisee fails or refuses to maintain and operate the Business in compliance with this Agreement, the System, or the Manual;
   (ii) Franchisee fails to pay Franchisor or suppliers for obligations under this Agreement;
   (iii) Franchisee fails to comply with any material federal, state, or local law or regulation applicable to the operation of the Business; or
   (iv) Franchisee is in breach of any material term, condition, provision or Attachment of this Agreement, or any other Agreement executed between Franchisee and Franchisor, other than a Multi-Unit Development Agreement. Franchisor will not terminate a Multi-Unit Development Agreement upon termination of any Franchise Agreement signed under the MUDA.
b) Without Notice. This Agreement and license will immediately terminate without notice in the event that:
   (i) Franchisee misrepresented or omitted material facts which induced Franchisor to enter into this Agreement;
   (ii) Franchisee fails to complete the required initial training or has failed to designate an acceptable site pursuant to Section 10;
   (iii) Franchisee incurs three (3) insufficient funds fees within any twelve (12) month period.
   (iv) A permanent or temporary receiver or trustee for the Franchise or all or substantially all of Franchisee's property is appointed by any court, or any such appointment is consented to or not opposed through legal action by Franchisee, or Franchisee makes a general assignment for the benefit of Franchisee's creditors or Franchisee makes a written statement to the effect that Franchisee is unable to pay its debts as they become due, or a levy or execution is made on the license, or an attachment or lien remains on the Franchise for thirty (30) days unless the attachment or lien is being duly contested in good faith by Franchisee and Franchisor is advised in writing;

(v) Franchisee loses possession or the right of possession of all or a significant part of the Premises through condemnation, casualty, lease termination or mortgage default/foreclosure and the Franchise is not relocated or reopened;
(vi) Franchisee contests the validity of, or Franchisor's ownership of, any of the Marks in any court or proceeding;
(vii) Franchisee makes an unauthorized Transfer;
(viii) Franchisee is a business entity and any action is taken which purports to merge, consolidate, dissolve or liquidate the entity without Franchisor's prior written consent.
(ix) Franchisee voluntarily abandons or ceases operation of the Business for more than five (5) consecutive days; or
(x) The Franchisee or any owner of greater than five percent (5%) of an assigned Franchisee entity or operator is charged or convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of the Franchisor, to materially and unfavorably affect the PCF System, Marks, goodwill or reputation.

13.03 Effect of Termination. Upon any 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, and indemnity, or any Multi-Unit Development Agreement, will remain in effect, and Franchisee must immediately:

a) pay us within 45 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by the number of months remaining in the Agreement had it not been terminated;
b) return to Franchisor all copies of the Manual, customer lists, records, files, instructions, brochures, advertising materials, agreements, Confidential Information and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items;
c) cancel or assign within five (5) days all registrations relating to its use of any of the Marks, in Franchisor's sole and absolute discretion. Franchisee must notify the telephone, Internet, email, electronic network, directory, and listing entities of the termination or expiration of the Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and must authorize their transfer to the Franchisor or any new franchisee as may be directed by the Franchisor. The Franchisee acknowledges as between the Franchisor and the Franchisee, the Franchisor has the sole rights to, and interest in, all numbers, addresses, domain names, locators, directories and listings used by Franchisee to promote the System. The Franchisee hereby irrevocably appoints the Franchisor, 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 prudent to accomplish the foregoing;
d) cease doing business under any of the Marks, cancel any assumed name registration that includes any of the Marks, assign all domain names and Internet directory listings that contain the Marks to Franchisor, and refrain from identifying itself as a PCF franchisee;
e) allow Franchisor or representatives access to the Business and the computer systems to verify and secure Franchisee's compliance with the obligations under this Agreement;

f) allow Franchisor to make a final inspection and audit of your computer system, books, records and accounts; and
g) abide by the terms of the required noncompetition covenant.

In the event that Franchisee terminates this Agreement for cause as set forth in Section 13.01, Franchisee is not required to abide by the noncompetition covenants.

13.04 Failure to Cease or Remove Identification. If, within thirty (30) days after termination of this Agreement by Franchisor, Franchisee fails to remove all displays of the Marks from the Franchise which are identified or associated with the System, Franchisor may enter the Franchise to effect removal. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any displays or materials. If, within thirty (30) days after termination Franchisee has not taken all steps necessary to amend or terminate any registration or filing of any fictitious name or any other registration or filing containing the Marks, Franchisee hereby irrevocably appoints Franchisor as Franchisee's true and lawful attorney for Franchisee, for the purpose of amending or terminating all registrations and filings, this appointment being coupled with an interest to enable Franchisor to protect the System.

13.05 Other Claims. Termination of this Agreement will not affect, modify or discharge any claims, rights, causes of action or remedies, which Franchisor may have against Franchisee, whether such claims or rights arise before or after termination.

14. TRANSFER

14.01 Prohibited Acts. Any unauthorized Transfer or other conveyance, by operation of law or otherwise, or any attempt to do so, shall be deemed void, a breach of this Agreement, and grounds for termination of this Agreement by Franchisor.

14.02 Transfer by Franchisor. Franchisor's obligations under this Agreement are not personal, and Franchisor can unconditionally assign and transfer, in its sole and absolute discretion, this Agreement to another person or business entity at any time. Franchisor does not need permission of Franchisee for the transfer and may transfer free of any responsibility or liability whatsoever to the Franchisee, provided the transferee assumes the Franchisor's material obligations. Franchisor may also:

a) sell or issue its stock, other ownership interests, or assets, whether privately or publicly;
b) merge with, acquire, or be acquired by another entity, including an entity that competes directly with Franchisee; or
c) undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring.

14.03 Transfer by Franchisee. Franchisee's obligations under this Agreement are personal and may not be voluntarily or involuntarily sold, pledged, assigned, transferred, shared, subdivided, sub franchised, encumbered or transferred in any way without the prior express written approval of Franchisor. Franchisor will not unreasonably withhold, delay or condition its consent to any proposed transfer or assignment by Franchisee which requires Franchisor's consent under Section 14.03 of the Franchise Agreement.

14.04 Conditions for Transfer or Assignment. No Transfer of this Agreement will be approved by Franchisor or be effective unless and until:

a) Franchisee is under no default in the performance or observance of any of its obligations under this Agreement or any other agreement with Franchisor at the time Franchisee requests permission to assign this Agreement or at the time of the assignment;
b) Franchisee has settled all outstanding accounts with Franchisor, and Franchisee, and every principal of Franchisee's entity, have executed a general release of Franchisor and all principals of Franchisor from all claims that may be brought by you or any principal;
c) the proposed transferee pays Franchisor a fee to transfer the Business (the "Transfer Fee") in the amount of $5,000.00 unless the transferee is:
    (i) a corporation of which Franchisee is the majority stockholder, or a child, parent, sibling or spouse of Franchisee, in which case no Transfer Fee will be required, or
    (ii) another franchisee of PCF, in which case the Transfer Fee will be $2,500.00;
d) the proposed transferee executes a separate franchise agreement with Franchisor, using the then-current form of franchise agreement;
e) the proposed transferee pays for, attends, and satisfactorily completes the training program for new franchisees unless:
    (i) the transferee is a current franchisee in good standing in the System, or
    (ii) the transferee is and has been a Manager for a period of one year or more of a Franchise in good standing;

f) the individual proposed transferee, or the stockholders, partners, members, or trustees and beneficiaries of a proposed entity transferee, each execute a personal guarantee, jointly and severally guaranteeing the performance of the proposed transferee's obligations;
g) the proposed transferee demonstrates to Franchisor's satisfaction that it, in all respects, meets Franchisor's standards applicable to new franchisees regarding experience, personal and financial reputation and stability, willingness and ability to devote his or her full time and best efforts to the operation of the Outlet, and any other conditions as Franchisor may reasonably apply in evaluating new franchisees. Franchisor must be provided all information about the proposed transferee as it may reasonably require. Because of the confidential information available to a franchisee, no assignment to a competitor of the System will be permitted;

14.05 Transfer to an Entity. Notwithstanding the preceding sub-section, if the initial Franchisee(s) is comprised of one or more individuals and after obtaining Franchisor's written consent, the franchise granted hereunder may be assigned by the initial franchisee(s) without charge, once only, to a newly formed corporate entity (such as a corporation, limited partnership or limited liability company) which shall conduct no business other than the franchise granted hereunder, which is actively managed by the initial franchisee(s) and in which all of the principal individuals shall own and control the same percentage ownership interests as they held as individual franchisees. Franchisor shall be provided with a copy of the entity's organizational documents, and the initial franchise(s) and the entity shall execute an "Assignment of Agreement to an Entity" in our standard form, wherein each of the principals shall execute guarantees in our favor.

In the event of such an assignment by you of the franchise granted hereunder to a corporate entity which you control, you agree, as a condition of being permitted to make such assignment, forthwith to cause the entity and its directors/managers and owners to acknowledge this Agreement and to agree in writing to be bound by the provisions hereof, cause the entity in its articles of organization to provide in effect that its object or business is confined exclusively to the operation of PCF Business as provided in this Agreement, and cause the entity to restrict the issue of, and its directors/managers and owners to restrict the transfer of, ownership interests of the entity.

14.06 Death of Franchisee. Upon the death of an individual Franchisee, the rights granted by this Agreement may pass (without payment of any Transfer Fee) to the next of kin or legatees, provided that Franchisee's legal representatives will within one hundred twenty (120) calendar days of Franchisee's death apply in writing to Franchisor for the right to transfer to the next of kin or legatee Franchisee's rights under this Agreement. Franchisor will not unreasonably withhold permission so long as the proposed transferees meet each of the then-current requirements of franchisees.

14.07 Right of First Refusal. Franchisee grants Franchisor the right to purchase the Business on the same terms and conditions specified in a bona fide written offer from a qualified third party. Within seven (7) days after receipt of the bona fide offer acceptable to Franchisee to transfer all or part of the Business, Franchisee must forward a signed copy of the written offer to Franchisor. Franchisor will then have access to all Franchisee's Business Records in order to evaluate the offer and may purchase the Business upon notification to Franchisee within thirty (30) days and 60 additional days to close the transaction.

14.08 Election of Right / Set Offs. If Franchisor elects to exercise its option to purchase under this Agreement, Franchisor will have the right to set off against any payment all amounts due from Franchisee under this Agreement and the cost of the appraisal, if any.

14.09 Rights After Refusal. If Franchisor does not exercise its right to purchase within the required timeframe, Franchisee may transfer the Business to the third party, but not at a lower price or on more favorable terms than disclosed to Franchisor in writing. Such transfer remains subject to Franchisor's prior written approval and other conditions specified in this Agreement. If Franchisor does not transfer the Outlet to the transferee on the same terms offered to Franchisor, then Franchisee must again extend the right of first refusal to Franchisor in the manner described above, before another desired transfer.

15. GENERAL PROVISIONS

15.01 Covenants Not to Compete. During the term of this Agreement and for two (2) years after termination, transfer, or expiration of this Agreement for any reason, neither Franchisee, nor persons associated with Franchisee, including owners, managers, employees or agents, may participate directly or indirectly or serve in any capacity in any business engaged in the Dessert Specialty Restaurant the same as, similar to, or competitive with the System. This covenant not to compete applies: (i) during the term of the Agreement, within any state in which Franchisor, or franchisees do business; and after termination within a fifty (50) mile radius from the boundary of Franchisee's Designated Territory, and from any franchised, Franchisor-owned or affiliated company-owned premises; (ii) on the Internet; and (iii) on any other Multi-Area Marketing channels used by Franchisor.

15.02 This covenant not to compete is given in part in consideration for training and access to Franchisor's Trade Secrets, and which, if used in a competitive business without paying royalties and other payments, would give Franchisee an unfair advantage over Franchisor and Franchisor's franchisees. The unenforceability of all or part of this covenant not to compete in any jurisdiction will not affect the enforceability of this covenant not to compete in other jurisdictions, or the enforceability of the remainder of this Agreement.

15.03 Stock Ownership. Nothing in this Section will prevent the Franchisee, a member of Franchisee's family or a principal in an assigned entity either individually or collectively, from owning not more than a total of five percent (5%) of the stock of any company, which is subject to the reporting requirements of Sections 11 or Subsection 14(d) of the Securities and Exchange Act of 1934.

16. DISPUTE RESOLUTION

For purposes of this Section 16, "you" includes all of your owners, Affiliates and their respective employees, and "we" includes all of the "Franchisor-Related Persons/Entities."

16.01 Negotiation. The parties will first attempt to resolve any dispute relating to or arising out of this Agreement by negotiation. Franchisor will provide a procedure for internal dispute resolution as set forth in the Manual, and this procedure may be revised periodically in Franchisor's discretion.

16.02 Right to Relief. To protect from violations that would cause immediate loss and damages, Franchisor and Franchisee each have the right to seek from a court of competent jurisdiction:

a) injunctive relief and any related incidental damages;
b) an action for disputes or claims related to or based on the Marks; and
c) enforcement of a covenant not to compete.

16.03 Arbitration. Except as specifically provided under this Agreement, any dispute or claim relating to or arising out of this Agreement must be resolved exclusively by mandatory arbitration by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") or another arbitration service agreed to by the parties. Arbitration will be conducted solely on an individual, not a class-wide, basis, unless all parties so agree. No award in arbitration involving Franchisor will have any effect of preclusion or collateral estoppel in any other adjudication or arbitration. A single arbitrator shall be selected in accordance with standard AAA procedure, and the proceedings will be conducted at its office closest to Middletown, Kentucky. Each party shall bear all of its own costs and attorneys' fees and one-half of the arbitrator's expenses. The decision of the arbitrator shall be final and binding.

16.04 Applicability. This dispute resolution section applies to claims by and against all parties and their successors, owners, managers, officers, directors, employees, agents, and representatives, as to claims arising out of or relating to this Agreement, except as stated above. This dispute resolution clause shall survive the termination or expiration of this Agreement.

16.05 Governing Arbitration Law. Notwithstanding any choice of law provision of this Agreement, all issues relating to arbitration or the enforcement of the agreement to arbitrate contained in this Agreement are governed by the U.S. Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the U.S. federal common law of arbitration. This federal act preempts any state rules on arbitration, including those relating to the site of arbitration. Judgment on an arbitration award, or on any award for interim relief, may be entered in any court having jurisdiction, and will be binding.

16.06 Governing Law/Consent to Venue and Jurisdiction. Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq*.) or other federal law, this Agreement shall be interpreted under the laws of the state of Kentucky and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the state of Kentucky, which laws shall prevail in the event of any conflict of law. Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee, its officers, directors, managers or partners (collectively, "Franchisee Affiliates") and Franchisor, its parent, subsidiaries or affiliates and their respective officers, directors and sales employees (collectively, "Franchisor Affiliates") the parties agree that the exclusive venue for disputes between them shall be in the state and federal courts of Kentucky or the office of the AAA closest to Middletown, Kentucky and each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Kentucky or the Middletown, Kentucky office of the AAA. Franchisor, Franchisor Affiliates, Franchisee and Franchisee Affiliates each waive their rights to a trial by jury.

16.07 Limitations on Actions. Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or arbitration proceeding brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of two (2) years from the date of discovery of the conduct or event that forms the basis of the legal action or proceeding.

17. RELATIONSHIP OF THE PARTIES

17.01 Independent Contractor. Franchisee is an independent contractor and is not an agent, partner, joint venturer, or beneficiary of Franchisor, nor is Franchisor a fiduciary of Franchisee. Neither party will be bound or obligated by the other, except as set forth in this Agreement. Franchisee may not act as an agent in the Franchisor's name or on behalf of the Franchisor for any purpose whatsoever.

17.02 Operations and Identification. Franchisee must conspicuously identify itself in all dealings with the public as "independently owned and operated" separate from Franchisor. Franchisee's employees are employees of the Franchisee alone and are not, for any purpose, considered employees under the control of Franchisor. Franchisor and Franchisee must file separate tax, regulatory, and payroll reports for each party's own operations, and must indemnify the other for any liability arising from the other's reports.

18. MISCELLANEOUS

18.01 Entire Agreement. This Agreement, together with all written related agreements, exhibits and attachments, constitutes the entire understanding of the parties and supersedes all prior negotiations, commitments, and representations. Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

18.02 Modification. No modifications of the terms of this Agreement shall be valid unless made in writing and executed by both Franchisor and Franchisee. However, the Manual may be periodically modified by Franchisor and shall be fully enforceable against Franchisee.

18.03 Waiver. Franchisor's waiver of any particular right by Franchisee will not affect or impair Franchisor's rights as to any subsequent exercise of that right of the same or a different kind; nor will any delay, forbearance or omission by Franchisor to execute any rights affect or impair Franchisor's rights as to any future exercise of those rights.

18.04 Severability. If any part of this Agreement, for any reason, is declared invalid by an arbitrator or court, the declaration will not affect the validity of any remaining portion. The remaining portion will remain in force and effect as if this Agreement were executed with the invalid portion eliminated or curtailed. All partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

18.05 Conflict with Local Law. If any provision of this Agreement is inconsistent with a valid applicable law, the provision will be deemed amended to conform to the minimum standards required. The parties may execute an Addendum setting forth certain of these amendments applicable in certain jurisdictions, which will apply only so long as and to the extent that then applicable laws referred to in the addendum remain validly in effect.

18.06 Section Headings. Titles of articles and sections are used for convenience of reference only and are not part of the text, nor are they to be construed as limiting or affecting the construction of the provisions.

18.07 Legal Costs. If either party institutes a legal proceeding, including court proceeding and arbitration, and prevails entirely or in part in any action at law or in equity against the other party based entirely or in part on the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any judgment, reasonable attorneys' fees, court costs and all of the prevailing party's expenses in connection with any action at law.

18.08 Obligations. Franchisor has no liability for Franchisee's obligations to any third party whatsoever.

18.09 Continuation of Agreement. The provisions of this Agreement, which by their terms or by reasonable implication require performance by Franchisee after assignment, expiration or termination, remain enforceable notwithstanding the assignment, expiration or termination of this Agreement, including those pertaining to non-competition, intellectual property protection, confidentiality and indemnity. This Agreement inures to the benefit of and is binding on the respective heirs, legal representatives, successors, and permitted assigns of the parties.

18.10 Delivery. All notices and other communications required by this Agreement must be in writing and must be delivered in person, sent by Federal Express or U.S. Mail overnight delivery, or by registered or certified mail, return receipt requested, or in any other manner Franchisor may designate. Communications sent to Franchisor must be sent to the attention of the Chief Executive Officer at Franchisor's address or at any other address Franchisor designates in writing. Communications to Franchisee will be sent to Franchisee at Franchisee's last known business address, or at any other address Franchisee designates in writing. Any notice is considered given and received, when delivered in person, or on the third business day following the mailing, if mailed.

18.11 Joint and Several Liability. If two or more persons or entities or any combination sign this Agreement, each will have joint and several liability. All owners and controllers of an entity or association which comprise the Franchisee are jointly and severally liable for the obligations of the Franchisee under this Agreement.

18.12 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.

18.13 Set Off. Franchisee may not set off any amounts owed to Franchisor under this Agreement nor may Franchisee withhold any amounts owed to Franchisor due to any alleged non-performance by Franchisor under this Agreement. Franchisee waives any right to set off.

18.14 Completion of Agreement. The parties agree to acknowledge, execute and deliver all further documents, instruments or assurances and to perform all further acts or deeds as may be reasonably required to carry out this Agreement.

19. ACKNOWLEDGEMENT

BY SIGNING THIS AGREEMENT, FRANCHISEE ACKNOWLEDGES THAT:
19.01 FRANCHISEE HAS RECEIVED THE FRANCHISE DISCLOSURE DOCUMENT DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION WITH APPLICABLE EXHIBITS AT LEAST FOURTEEN (14) CALENDAR DAYS BEFORE THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED AND HAS RECEIVED A COPY OF THE COMPLETE PCF FRANCHISE AGREEMENT AT LEAST SEVEN (7) CALENDAR DAYS BEFORE THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED, AND:

19.02 UNDER APPLICABLE U.S. LAW, INCLUDING WITHOUT LIMITATION EXECUTIVE ORDER 1224, SIGNED ON SEPTEMBER 23, 2001 (THE "ORDER"), FRANCHISOR IS PROHIBITED FROM ENGAGING IN ANY TRANSACTION WITH ANY PERSON ENGAGED IN, OR WITH A PERSON AIDING ANY PERSON ENGAGED IN ACTS OF TERRORISM AS DEFINED IN THE ORDER. ACCORDINGLY, FRANCHISEE DOES NOT AND HEREAFTER WILL NOT, ENGAGE IN ANY TERRORIST ACTIVITY. IN ADDITION, FRANCHISEE IS NOT AFFILIATED WITH AND DOES NOT SUPPORT ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement in two (2) or more counterparts on the day and year first above written.

FRANCHISOR:
PCF Franchise LLC
By: _____
Greg George, CEO
Date signed: _____

FRANCHISEE:
_____
Signature
_____
[Printed name]
Date signed: _____

_____
Signature
_____
[Printed Name]
Date signed: _____

ATTACHMENT I to the FRANCHISE AGREEMENT

FEE, PREMISES AND TERRITORY ADDENDUM

THIS ADDENDUM to that one certain PCF Franchise LLC Franchise Agreement ("Agreement"), is entered into by and between PCF Franchise LLC ("Franchisor") and _____ ("Franchisee") and is made effective as of the date of the Franchise Agreement.

1. Initial Fee Due. Upon signing, the Franchisee shall pay $_____ as the Initial Fee due for this Brick-and-Mortar Unit, pursuant to Section 5.02 of the Franchise Agreement and, if appropriate, the Multi-Unit Development fee as indicated on Attachment A of a Multi-Unit Development Agreement. The amount for a Mobile Unit is indicated in Attachment XI to this agreement.

2. Principal Office Address. Franchisee's principal office address is:

   _____

3. Approved Location. Franchisee's business location (the Premises) is:

   _____

4. Designated Territory. Your Designated Territory for this Outlet shall be described as the following:

   _____
   _____

FRANCHISOR:
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

ATTACHMENT II to the FRANCHISE AGREEMENT

ELECTRONIC PAYMENT AUTHORIZATION

Franchisee(s), whether the original Franchisee or the assigned Entity Franchisee, the present owner of the financial account referenced below, hereby authorizes and requests PCF Franchise, LLC., (the "Franchisor") to obtain payment for all royalty amounts, National Marketing Fund amounts and any other amounts agreed to in the Franchise Agreement, or any other payment authorized by franchisee, that Franchisee owes to the Franchisor pursuant to the Franchise Agreement between Franchisor and the Original Franchisee, as those amounts become due by initiating a payment entry to Franchisee's financial account. The account number, name of financial institution, payment amount and date (if known) on or immediately after which payment should be deducted from the account are identified below or will be provided to the named Financial Institution.

In addition, Franchisee authorizes and requests Financial Institution to accept the payment entries, presented to the Financial Institution by Franchisor, and to deduct said payments from Assignee Franchisee's account without responsibility for the correctness of these payments.

Franchisee also agrees to maintain the designated account as "open" to prevent rejected or returned entries. Assignee Franchisee understands that items returned or rejected by the Financial Institution will be subject to additional fees as stated in the Franchise Agreement,

ORIGINAL FRANCHISEE: _____

ENTITY FRANCHISEE (if so assigned)_____

BUSINESS ACCOUNT

Bank, Financial Institution: _____

Account Number:_____ Routing Number:_____

Please attach a check marked 'void' if this is a business checking account.

CREDIT CARD OPTION: If Assignee Franchisee prefers to use a credit card to pay the funds please complete the following and please update the card information as applicable (Expiration Date, etc.).

Name on Card: _____ Card Number: _____

Expires:__ Sec Code: ____ Billing Address: _____

A 3% (or amount as determined by current rates) charge will apply to all payments made by credit card.

Approved and Authorized:

Your Name(s): _____ _____
(please print)

Signature(s): _____ _____

Date Signed: _____ _____

Title: _____ Title: _____

Note: This Authorization Form must be properly signed and submitted to Franchisor prior to the commencement of business

ATTACHMENT III to the FRANCHISE AGREEMENT

PROPOSED TRADE NAME and DELEGATION OF AUTHORITY

1. Franchisee shall not commence operation of the franchise, unless and until the Franchisor approves (a) the name of franchisee's operating entity and (b) the assumed name under which Franchisee will operate the business. The name of Franchisee's operating entity shall not include the word(s): "Peach Cobbler Factory". The assumed name (DBA) under which Franchisee will present itself to the public shall include the word(s): "Peach Cobbler Factory". For example: *"Peach Cobbler Factory of SW Atlanta"*

Franchisee's proposed name of its operating entity: _____

Franchisee's proposed assumed (DBA) name: _____

The proposed name of Franchisee's entity and the proposed assumed name (DBA) under which Franchisee will present itself to the public are approved by the Franchisor.

PCF Franchise LLC
By: Greg George, CEO

_____
Signature

_____
Date Approved

2. If the franchisee is comprised of two or more individuals, (for example: husband and wife; a partnership, limited liability company or corporation, Franchisor requires that Franchisee designate the name of every individual that has ultimate authority to represent and make binding decisions on behalf of the other individual(s) to and or with the Franchisor.

In compliance with the above sentence, we hereby designate _____ _____ as the individuals who have authority to act on our behalf.

_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
Date signed: _____	Date signed: _____

ATTACHMENT IV to the FRANCHISE AGREEMENT

CONFIDENTIALITY and COVENANT NOT TO COMPETE AGREEMENT

Instructions: This "Confidentiality and Covenant Not to Compete Agreement" must be completed and signed by the spouse of the Franchisee, every manager of the Franchisee, each Guarantor of the Franchisee, and each key employee having access to the Franchisor's confidential information. This is an ongoing requirement that continues beyond the execution of the Franchise Agreement. The signed original(s) of this Agreement must be delivered to the Franchisor by the Franchise no later than 10 days following execution of the Franchise Agreement or no later than 10 days following the commencement of the relationship with the Affiliate.

This Agreement is made and entered into between _____ ("Franchisee"), and _____ ("Franchisee Affiliate") and is intended to benefit both the Franchisee and [legal name] ("Franchisor"),

Recitals

Whereas, Franchisor has developed a unique system (the "System") and is engaged in the business of offering, selling, or granting franchises or licenses for the operation of an Outlet to provide specialty desserts, including but limited to cobblers, ice creams, cinnamon rolls, banana puddings, and sweet peach tea, known as "Peach Cobbler Factory" ("Business"), and,

Whereas, Franchisor has granted to Franchisee the limited right to develop a Peach Cobbler Factory Outlet using the System, the Licensed Marks and the Trade Secrets, pursuant to a Franchise Agreement ("Franchise Agreement"), by and between Franchisor and Franchisee; and,

Whereas, the System includes, but is not limited to, certain trade names, service marks, trademarks, logos, emblems and indicia of origin ("Licensed Marks"), including, but not limited to, the Marks and other trade names, service marks, trademarks, logos, insignia, slogans, emblems, designs and commercial symbols as Franchisor may develop in the future to identify for the public the source of services and products marketed under such marks and under the System and representing the System's high standards of quality, appearance and service and distinctive marketing, uniform standards, specifications and procedures for performing services, merchandising, management and financial control; operations; quality and uniformity of services offered; training and assistance; and advertising, marketing and promotional programs; all of which may be changed, improved and further developed by Franchisor from time to time and are used by Franchisor in connection with the operation of the System ("Trade Secrets"); and,

Whereas, the Licensed Marks and Trade Secrets provide economic advantages to Franchisor and are not generally known to, and are not readily ascertainable by proper means by, Franchisor's competitors who could obtain economic value from knowledge and use of the Trade Secrets; and,

Whereas, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and,

Whereas, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of the System of restricting the use, access and dissemination of the Trade Secrets; and,

Whereas, It will be necessary for employees, agents and independent contractors of Franchisee, or any entity having an interest in Franchisee ("Franchisee Affiliates") to have access to and to use some or all of the Trade Secrets in the management and operation of Franchisee's PCF Business using the System; and,

Whereas, Franchisee has agreed to obtain from those Franchisee Affiliates written agreements protecting the Trade Secrets and the System against unfair competition; and,

Whereas, Franchisee Affiliate desires or will become associated with or be employed by Franchisee; to remain in such employment, or is or will become involved with the Company in the capacity of an officer, partner, director, agent, employee, principal, or as a beneficial owner of the person or entity that has acquired the right to operate a Business of the Company ("Franchisee"), or as an immediate family member of the Franchisee and will become privileged as to certain Confidential Information; and,

Whereas, Franchisee Affiliate desires and needs to receive and use the Trade Secrets in the course of his employment or association in order to effectively perform the services for Franchisee; and,

Whereas, Franchisee Affiliate acknowledges that receipt of and the right to use the Trade Secrets constitutes independent valuable consideration for the representations, promises and covenants made by Franchisee Affiliate herein;

Now Therefore, in consideration of the mutual covenant and obligations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

CONFIDENTIALITY AGREEMENT

1. Franchisor and/or Franchisee may disclose to Franchisee Affiliate some or all of the Trade Secrets relating to the System. All information and materials, including, without limitation, manuals, drawings, marketing techniques, specifications, techniques and compilations of data that Franchisor provides to Franchisee and/or Franchisee Affiliate shall be deemed confidential Trade Secrets for the purposes of this Agreement.

2. Franchisee Affiliate shall receive the Trade Secrets in confidence and shall, at all times, maintain them in confidence, and use them only in the course of his employment or association with a Franchisee and then only in connection with the development and/or operation by Franchisee of an PCF Business for so long as Franchisee is licensed by Franchisor to use the System.

3. Franchisee Affiliate shall not at any time make copies of any documents or compilations containing some or all of the Trade Secrets without Franchisor's express written permission.

4. Franchisee Affiliate shall not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the development or operation of an PCF Business.

5. Franchisee Affiliate shall surrender any material containing some or all of the Trade Secrets to Franchisee or Franchisor, upon request, or upon termination of employment by Franchisee, or upon conclusion of the use for which such information or material may have been furnished to Franchisee Affiliate.

6. Franchisee Affiliate shall not at any time, directly or indirectly, do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Licensed Marks, the Trade Secrets or the System.

7. All manuals are loaned by Franchisor to Franchisee for limited purposes only and remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

COVENANTS NOT TO COMPETE

1. In order to protect the goodwill and unique qualities of the System and the confidentiality and value of the Trade Secrets, and in consideration for the disclosure to Franchisee Affiliate of the Trade Secrets, Franchisee Affiliate further agrees and covenants that Franchisee Affiliate will not without the prior written consent of Franchisor:

a. Have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business, except with Franchisor's approval;
b. Perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business wherever operating except with Franchisor's approval;
c. Employ, or seek to employ, any person who is at the time or was within the preceding 180 days employed by Franchisor, any of its affiliates or any of its franchisees, or otherwise directly or indirectly induce such person to leave that person's employment; or
d. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Peach Cobbler Factory Business to any competitor;
e. Make any disparaging remarks, or otherwise take any action or do anything that could reasonably be anticipated to cause loss or damage to the business or business opportunities, affairs, reputation and goodwill of, or otherwise negatively reflect upon, Franchisor, the System or the Licensed Marks; and
f. The term "Competitive Business" as used in this Agreement means any business (other than a Peach Cobbler Factory operated under a franchise agreement with Franchisor) the primary activity of which is providing Specialty Dessert Restaurant under the Peach Cobbler Factory trademarks, trade names, service marks, and logos (“Marks”) or the offering of any product or service offered by Franchisor or by Franchisor's approved vendors.

2. This Covenant Not to Compete shall apply:

a. during the term of Franchisee Affiliate’s relationship, association with or employment by Franchisee anywhere within the United States; and,
b. for the two years following the termination of Franchisee Affiliate’s association with or employment by Franchisee:
   (1) within Franchisee’s Designated Territory or any area serviced by Franchisee;
   (2) within counties adjacent to Franchisee’s Designated Territory or within a Territory then operated by or under development by Franchisor or another franchisee of Franchisor;
   (3) within a fifty-mile radius from the boundary of Franchisees Designated Territory or from any other franchised or company-owned PCF Franchise LLC, or
   (4) on the Internet or on any other Multi-Area Marketing channels used by Franchisor.

The restrictions of this Section will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent (5%) or less of the number of shares of that class of securities issued and outstanding.

Franchisee Affiliate, Franchisee, and its officers, directors, shareholders, managers, members and partners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

MISCELLANEOUS

1. Franchisee shall make all commercially reasonable efforts to ensure that Franchisee Affiliate acts as required by this Agreement.
2. Franchisee and Franchisee Affiliate agree that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and/or a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. Franchisee and Franchisee Affiliate agree that Franchisee's and/or Franchisee Affiliate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Franchisee and by Franchisee Affiliate.
3. Franchisee Affiliate agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.
4. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by Franchisee Affiliate shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Franchisee Affiliate.
5. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KENTUCKY. FRANCHISEE AFFILIATE HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURTS OF JEFFERSON COUNTY, KENTUCKY, OR THE U.S. DISTRICT COURT FOR THE DISTRICT OF KENTUCKY. FRANCHISEE AFFILIATE HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. FRANCHISEE AFFILIATE HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY KENTUCKY OR FEDERAL LAW. FRANCHISEE AFFILIATE FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN JEFFERSON COUNTY, KENTUCKY; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.
6. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other

covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, Franchisee Affiliate expressly agrees to be bound by any lesser covenant embraced within the terms of such covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement which shall otherwise remain in full force and effect.

7. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successor and assigns. The respective obligations of Franchisee and Franchisee Affiliate hereunder may not be assigned by Franchisee or Franchisee Affiliate without the prior written consent of Franchisor.

9. The waiver by Franchisor of any breach of any provision of this Agreement by Franchisee or Franchisee Affiliate shall not operate or be construed as a waiver of any subsequent breach thereof.

10. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

11. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile, telegram or telex (provided that the sender confirms the facsimile, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery service within three business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to:

PCF Franchise LLC
2530 Okeechobee Ln, Fort Lauderdale, Florida 33312-4624
Attention: Greg George
Email: franchise@peachcobblerfactory.com.

If directed to Franchisee, the notice shall be addressed to:

_____
_____
_____
Attention: _____
Email: _____

If directed to Franchisee Affiliate, the notice shall be addressed to:

_____

_____

_____

Attention: _____

Email: _____

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving 15 days' written notice of such change to the other parties. A "business day" for the purpose of this Agreement excludes Saturday, Sunday and national holidays.

The effective date of Agreement shall be _____.

FRANCHISEE: _____

Signature

_____

Printed Name

FRANCHISEE AFFILIATE: _____

Signature

_____

Printed Name

Relationship of Franchisee Affiliate to the Franchisee: _____

ATTACHMENT V to the FRANCHISE AGREEMENT

(To be used at time of Transfer of Franchise and for other Designated Purposes)
(Should not be signed at time of award of Initial Franchise)

FULL AND FINAL MUTUAL RELEASE

FOR AND IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree and covenant as follows:

1. PCF Franchise LLC ("the Franchisor"), does hereby release and forever discharge _____ ("the Franchisee"), its officers, directors, successors, shareholders, agents, assigns, employees, representatives, and any and all other persons, firms and corporations whatsoever, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, arising out of, related to or in any way connected with the Franchise Agreement dated _____and specifically including but not limited to, any and all claims or demands which may have been alleged or any other future claims related to the above Franchise Agreement.

2. The undersigned _____ (the "Franchisee") and its shareholders, officers, and directors does hereby release and forever discharge PCF Franchise LLC ("the Franchisor"), its, successors, agents, assigns, officers, directors, shareholders, employees, representatives, and any and all other persons, firms and corporations whatsoever, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, breach of contract, defamation, and any claims whatsoever. This Full, Final and Absolute Mutual Release (the "Release") shall apply to all agreements or contracts existing or entered into by and between _____ ("the Franchisee") and PCF Franchise LLC.

3. It is understood and agreed that the settlement evidenced by this Release is a compromise of all claims herein specified, whether past, present or future, that such claims are doubtful and disputed, and that execution of this Release is not to be construed as an admission of liability on the part of any party. Rather, liability is expressly denied.

4. The consideration expressly mentioned herein is the only consideration paid or to be paid by said parties hereby released. No representations as to damages or liability have been made. The parties acknowledge that no other party, or agent, or attorney of any other party, has made any promise, or representation or warranty to induce this Release, not herein expressly set forth, and no such promises, representations or warranties are relied upon as a consideration for this Release, or otherwise, but any and all of the parties' respective claims, of whatever nature are hereby fully and forever released, compromised and settled. Full and complete compromise, settlement, and accord and satisfaction are hereby acknowledged, and it is expressly agreed by the undersigned parties never to sue any of the other parties hereby released on any alleged promise, representation or warranty for this Release not herein expressly set forth.

5. This Agreement contains the entire agreement and understanding between the parties as to the matters specified herein and supersedes and replaces all prior negotiations or proposed agreements on this subject matter, whether written or oral. The terms contained herein may

not be modified or amended except in writing signed by the parties. The terms of this Release are contractual and not a mere recital. Since the purpose of this Release is to end this matter forever, should it develop that there are any errors, mistakes or any omissions in this instrument, whether legal or factual and whether mutual or unilateral, which would cause the release of the parties herein released to be defective or less than complete, then the undersigned will sign any and all documents and do any and all things necessary to effectuate a full, final and absolute release of said party.

6. The undersigned further state that they have carefully read the foregoing instrument; that they know the contents thereof; that they understand and agree to each and every term and condition contained herein; that they signed the same as their own free act and deed; and that they have not assigned any rights released hereunder to any person or organization, private or governmental.

7. The terms of this Release arose from negotiations and discussions between the parties. Accordingly, no claimed ambiguity in this Release shall be construed against any party claimed to have drafted or proposed the language in question.

8. This Release shall be governed by and construed pursuant to the laws of the State of Kentucky.

9. This Release may be executed in two copies, each of which shall be deemed an original.

WITNESS OUR SIGNATURES, this the ____ day of _____, 20____.

FRANCHISOR:
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]

Date signed: _____

ATTACHMENT VI to the FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned Franchisee/Tenant ("Assignor") assigns, transfers and sets over to PCF Franchise LLC., a Kentucky limited liability company ("Assignee"), all of Assignor's right and title to and interest in that certain "Lease" a copy of which is attached as Exhibit A, respecting premises commonly known as _____. This assignment is for collateral purposes only and except as specified in this document Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until Assignee takes possession of the premises the Lease demises according to the terms of this document and assumes Assignor's obligations under the Lease.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and that Assignor has not previously assigned or transferred and is not otherwise obligated to assign or transfer any of its interest in the Lease or the premises it demises.

Upon Assignor's default under the Lease or under the "Franchise Agreement" for a Peach Cobbler Factory Outlet between Assignee and Assignor or in the event Assignor defaults under any document or instrument securing the Franchise Agreement Assignee has the right to take possession of the premises the Lease demises and expel Assignor from the premises. In that event Assignor will have no further right and title to or interest in the Lease but will remain liable to Assignee for any past due rental payments or other charges Assignee is required to pay Lessor to effectuate the assignment this document contemplates.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without Assignee's prior written consent. Throughout the term of the Franchise Agreement Assignor agrees that it will elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day upon which the option must be exercised unless Assignee agrees otherwise in writing. Upon Assignee's failure to agree otherwise in writing and upon Assignor's failure to elect to extend or renew the Lease as required Assignor appoints Assignee as its true and lawful attorney-in-fact with the authority to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

ASSIGNEE (Franchisor):
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

ASSIGNOR (Franchisee):

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]

Date signed: _____

Note: Attach a copy of Lease and mark as "Exhibit A"

CONSENT TO COLLATERAL ASSIGNMENT AND AGREEMENT OF LESSOR

The undersigned Lessor (Landlord) under the Lease:

(a) Agrees to notify Assignee in writing of and upon Assignor's failure to cure any default by Assignor under the Lease. Assignee's contact information for purpose of notice is: 2530 Okeechobee Ln, Fort Lauderdale, Florida 33312-4624; and (910) 228-1995, email: franchise@peachcobblerfactory.com.

(b) Agrees that Assignee will have the right, but not the obligation, to cure any default by Assignor under the Lease within thirty (30) days after Lessor's delivery of notice of the default under section (a) above;

(c) Consents to the Collateral Assignment and agrees that if Assignee takes possession of the premises the Lease demises and confirms to Lessor that it has assumed the Lease as tenant, Lessor will recognize Assignee as tenant under the Lease, provided that Assignee cures within the thirty (30) day period noted in section (b) above Assignor's defaults under the Lease; and

(d) Agrees that Assignee may further assign the Lease to or enter into a sublease with a person, firm or corporation who agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Lessor and that upon that assignment Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise, other than to certify that the additional assignee or sublessee operates the premises the Lease demises as a Peach Cobbler Factory Outlet.

Dated:_____

Lessor:

_____

_____

Assignee (Franchisor):

PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

Assignor: (Franchisee)

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

ATTACHMENT VII to the FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS

Franchisee / Assignor, in consideration of Franchisor, PCF Franchise LLC, granting a Peach Cobbler Factory franchise contemporaneously herewith to Franchisee, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby appoints PCF Franchise LLC, Assignee, as Franchisee's agent to transfer and /or cancel, at the discretion of PCF Franchise LLC, all telephone and/or fax numbers and/or listings utilized and/or to be utilized by Franchisee in the operation of Franchisee's Peach Cobbler Outlet. This Assignment is valid on the effective date and shall remain irrevocable. It applies equally to any numbers in use on or after the effective date. Any telephone / fax number provider is authorized to rely upon this Appointment at any time that a copy of this Appointment is delivered to the provider by Franchisor. Assignee and Assignor each agree to hold harmless and indemnify the telephone / fax number provider from any and all claims based upon the telephone / fax number provider's reliance upon this Appointment / Assignment. Assignee and Assignor each agree to sign any other documents necessary in the opinion of the telephone / fax number provider to give full effect to this Assignment.

ASSIGNEE (Franchisor):
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

ASSIGNOR (Franchisee):

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]

Date signed: _____

Subject Telephone / Fax number(s) (as of date of this document):

_____ _____

_____ _____

ATTACHMENT VIII to the FRANCHISE AGREEMENT

INTERNET WEB SITES AND LISTINGS AGREEMENT

This Internet Web Sites and Listings Agreement (the "Internet Listing Agreement") is an Attachment to that one certain PCF Franchise Agreement ("Agreement"), between PCF Franchise LLC ("Franchisor") and the Franchisee identified below and is made effective as of the date of the Franchise Agreement.

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for a Peach Cobbler Factory franchised Outlet (the "Franchise Agreement"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Internet Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**

All terms used but not otherwise defined in this Internet Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **TRANSFER; APPOINTMENT**

2.1 Interest in Internet Web Sites and Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to certain domain names, hypertext markup language, uniform resource locator addresses, and access to corresponding internet web sites, and the right to hyperlink to certain web sites and listings on various internet search engines (collectively, the "Internet Web Sites and Listings") related to the Outlet or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2.2 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately direct all internet service providers, domain name registries, internet search engines, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Internet Web Sites and Listings: (i) to transfer all of Franchisee's Interest in such Internet Web Sites and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Internet Web Sites and Listings, Franchisee will immediately direct the Internet Companies to terminate such Internet Web Sites and Listings or will take such other actions with respect to the Internet Web Sites and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise

Agreement and this Internet Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Internet Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Internet Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

I. Direct the Internet Companies to transfer all Franchisee's Interest in and to the Internet Web Sites and Listings to Franchisor;

II. Direct the Internet Companies to terminate any or all of the Internet Web Sites and Listings; and

III. Execute the Internet Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

2.4 Certification of Termination. Franchisee hereby directs the Internet Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.5 Cessation of Obligations. After the Internet Companies have duly transferred all Franchisee's Interest in such Internet Web Sites and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations under, such Internet Web Sites and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies for the sums Franchisee is obligated to pay such Internet Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Internet Listing Agreement.

3. **MISCELLANEOUS**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Internet Listing Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages,

claims, debts, demands, or obligations that are related to or are based on this Internet Listing Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Internet Web Sites and Listings.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Internet Listing Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Internet Listing Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Internet Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Internet Listing Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Internet Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Internet Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8 Joint and Several Obligations. All Franchisee's obligations under this Internet Listing Agreement shall be joint and several.

3.9 Governing Law. This Internet Listing Agreement shall be governed by and construed under the laws of the State of Kentucky, without regard to the application of Kentucky conflict of law rules.

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:
PCF Franchise LLC
By: _____
Greg George, CEO
Date signed: _____

FRANCHISEE:
_____
Signature
_____
[Printed name]
Date signed: _____

_____
Signature
_____
[Printed Name]
Date signed: _____

ATTACHMENT IX to the FRANCHISE AGREEMENT

AMERICANS WITH DISABILITIES ACT CERTIFICATION

This Acknowledgement is an Attachment to that one certain PCF Franchise LLC. Franchise Agreement ("Agreement") between PCF Franchise, LLC. ("Franchisor") and _____ ("Franchisee") regarding the operation of a Peach Cobbler Factory Outlet at _____ (the "Approved Location").

NOW THEREFORE, Franchisee stipulates that:

In accordance with Section 10.05 of the Franchise Agreement, Franchisee certifies to Franchisor that, to the best of Franchisee's knowledge, the Approved Location and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act.

Franchisee acknowledges that it is an independent contractor and the requirement of this certification by Franchisee does not constitute ownership, control, leasing or operation of the Outlet.

Franchisee acknowledges that Franchisor has relied on the information contained in this certification.

Furthermore, Franchisee acknowledges its obligation under this Franchise Agreement to indemnify Franchisor and the officers, directors, and employees of Franchisor in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified part(ies) as a result of any matters associated with Franchisee's compliance with the Americans with Disabilities Act, as well as the costs, including attorneys' fees, related to the same.

FRANCHISEE:

_____
Signature

_____
Printed Name

Date Signed: _____

_____
Signature

_____
Printed Name

Date Signed: _____

ATTACHMENT X to the FRANCHISE AGREEMENT
ASSIGNMENT OF AGREEMENT TO ENTITY and GUARANTY OF PERFORMANCE

This Assignment Agreement and Guaranty of Performance is by and among _[*original Franchisee(s)]* _____, ___[*Assignee Entity]*_____ and PCF FRANCHISE LLC ("Franchisor") and shall be effective as of the date executed by the Franchisor, below.

Recitals

WHEREAS, a Franchise Agreement, having an effective date of _____ was executed by ___[*original Franchisee(s)]*_____, as the original Franchisee(s) and by PCF FRANCHISE LLC, as the Franchisor; and,

WHEREAS, ___[*original Franchisee(s)]*____, desires to assign all of his/her/their rights, but none of his/her/their obligations, under the Franchise Agreement to ___[*Assignee Entity]*_____, an entity duly organized in the state of _____;

NOW THEREFORE, ___[*original Franchisee(s)]*____, as Assignor, and __*[Assignee Entity]*_____*,* as Assignee, who, in order to induce Franchisor to consent to the assignment of the Franchise Agreement to the entity in accordance with the provisions of Article 14.03 of the Franchise Agreement, hereby stipulate and agree as follows:

Terms

1. The undersigned Franchisee(s), signing in his/her/their individual capacity, understand and agree that he/she/they shall remain personally liable to the Franchisor under the mentioned Franchise Agreement, and hereby provide consent to this Assignment:

_____	_____
[original Franchisee]	[original Franchisee]
Date Signed_____	Date Signed _____

2. __*[Assignee Entity]*_____*,* accepting joint and several liability along with the original Franchisee(s), to the Franchisor for any defaults occurring under the mentioned Franchise Agreement by any acts of malfeasance or misfeasance caused in whole or in part by either ___[*original Franchisee(s)]*_____ and/or by __[*Assignee Entity]*_____*,* hereby consents to the Assignment as indicated by the entity's authorized representative(s) below.

[Assignee Entity]_____

By: _____	_____
Title: _____	Title: _____
Date Signed: _____	Date signed: _____

3. In consideration of the execution of the above Agreement by the named individual(s) and the Assignee entity, Franchisor, PCF FRANCHISE LLC hereby consents to the above assignment.

PCF FRANCHISE LLC
by:

_____
Greg George, CEO
Date Signed: _____

ATTACHMENT XI to the FRANCHISE AGREEMENT

MOBILE UNIT SUPPLEMENT

This Mobile Unit Supplement (the "Supplement") is between PCF FRANCHISE LLC, also known herein as "Franchisor" and the Franchisee identified below. This Supplement shall be effective on the date signed below by Franchisor.

In consideration of the mutual promises in this Supplement, the parties agree as follows:

1. This Supplement is an addition to that one certain Franchise Agreement, in regard to a brick-and-mortar Outlet, signed by the initial Franchisee and Franchisor on _____, (the referenced Franchise Agreement). The parties agree that the terms of this Supplement will supersede any conflicting terms stated in the Franchise Agreement.

2. Franchisor has arranged for a designated vendor to fabricate the Mobile Unit and a preferred lender that will review your credit status and will, if you qualify, finance your purchase of the Mobile Unit. Franchisee must purchase the Mobile Unit only from Franchisor's designated fabricator using Franchisor's approved design and equipped only as authorized by Franchisor. Franchisee is not permitted to own or operate any other food truck / mobile Unit, whether identified as, or not identified as, a Peach Cobbler Factory Mobile Unit.

3. Franchisee will pay to Franchisor a facilitation fee of $9,950 for each Mobile Unit purchased by Franchisee. Said payment shall either be paid (i) at the time of execution of this Supplement by the Franchisee or (ii) included in the financed package by the lender and paid to Franchisor by the lender at time that Franchisee completes the purchase of the Mobile Unit from the fabricator. The principal amount required to purchase the Mobile Unit, without any other fees or expenses, is $40,000.00. Should Franchisee desire to include the $9,950.00 in the finance package, the amount to be financed will be $49,950.00, less an initial down payment. In addition to the stated amounts, Franchisee shall pay any taxes and fees required by the appropriate Department of Motor Vehicles, as well as the interest due on the amount financed at the agreed interest rate and agreed terms. Prior to accepting delivery of the Mobile Unit, Franchisee must also have such insurance in place, as described in the Operations Manual, naming Franchisor as an additional insured.

4

4. Franchisee will operate the Mobile Unit within the boundaries of the Designated Territory defined in the Franchise Agreement for the brick-and-mortar Outlet, or as otherwise approved by the parties, primarily at typical food truck locations or at Vendor Events such as festivals, fairs picnics, and sporting events. Other than typical food truck locations, Franchisee must submit to Franchisor a request for Franchisee to participate at a Vendor Event 30 days prior to attending the event. Franchisee's request must include a copy of its agreement with the host of the event, informing Franchisor of the nature of the event, the anticipated dates and any other information that would be relevant for Franchisor's review.

5. Should Franchisee desire to attend a Vendor Event outside of Franchisee's Designated Territory, Franchisee may do so only with Franchisor's prior written consent. If the proposed Event is within the Designated Territory of another Peach Cobbler Factory Franchisee, Franchisee must

also obtain prior written approval from that Franchisee, with conforming copy forwarded to Franchisor. Any permission granted to Franchisee for a specific Vendor event will not automatically allow Franchisee the right to display or offer products for sale at any future or similar festivals, fairs, picnics, sporting events.

6. Franchisee must also comply with any jurisdictional health code requirements. All sales made at Franchisee's Mobile Unit shall be made through the point-of-sale system of Franchisee's brick-and-mortar Outlet.

7. If the operation of the Mobile Unit will be at a typical food truck location, Franchisee must maintain, at a minimum, the same hours of operation that are established at Franchisee's brick-and-mortar Outlet. If the operation of the Mobile Unit is at a Vendor Event, Franchisee must operate the Mobile Unit according to the hours designated by the rules and regulations for the Event.

8. The rules and regulations for the operation of the Mobile Unit contained herein are not exclusive. Additional rules and regulations, as may be updated, will also be found in the Operations Manual. Franchisee must comply with all rules and regulations, current at the time of any activity.

9. A violation of the terms of this Supplement is also considered to be a material violation of the terms of the Franchise Agreement signed by the parties. In addition to the remedies attributable to Franchisee's default of the terms of the Franchise Agreement, a violation of the terms of this Supplement shall include the termination of the right for the Franchisee to continue to operate the Mobile Unit.

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Supplement in two (2) or more counterparts on the day and year first above written.

FRANCHISOR:
PCF Franchise LLC
By: _____
Greg George, CEO
Date signed: _____

FRANCHISEE:
_____
Signature
_____
[Printed name]
Date signed: _____

_____
Signature
_____
[Printed Name]
Date signed: _____

EXHIBIT C

PCF Franchise LLC

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT C
PCF Franchise LLC

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation (DFPI) Sacramento Main Office: 2101 Arena Boulevard Sacramento, CA 95834 San Francisco: One Sansome Street, Suite 600 San Francisco, CA 94105 Los Angeles: 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (866)-275-2677 www.dfpi.ca.gov	Commissioner of Financial Protection and Innovation 2101 Arena Blvd Sacramento, CA 95814 1-866-275-2677 www.dfpi.ca.gov
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06106 (203) 240-8299	Connecticut Banking Commissioner Same Address
FLORIDA	Department of Agriculture & Consumer Services P.O. Box 6700 Tallahassee, FL 32399-6700 (800) 435-7352	Same
GEORGIA	Office of Consumer Affairs 2 Martin Luther King Drive, S.E. Plaza Level, East Tower Atlanta, GA 30334 (404) 656-3790	Same
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P. O. Box 40 Honolulu, Hawaii 96810 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant St., Room 205 Honolulu, HI 96810

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division Room E 111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
IOWA	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319 (515) 281-5705	Same
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 (502) 696-5300	Same
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801 (504) 342-7013 (gen. info.) (504) 342-7900	Same
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 (207) 298-3671	Same
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-7044	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau Same Address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101 (651) 296-4026	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Department of Banking and Finance 1230 "O" Street, Suite 400 P.O. Box 95006 Lincoln, NE 68509-5006 (402) 471-3445	Director of the Department of Banking and Finance Same
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 (603) 271-3641	Same
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	Secretary of State of New York 99 Washington Avenue Albany, New York 12231
NORTH CAROLINA	Secretary of State's Office Securities Division Legislative Annex Building 300 Salisbury Street Raleigh, NC 27602 (919) 733-3924	Secretary of State Secretary of State's Office 300 Salisbury Street Raleigh, NC 27602
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capital, 5th Floor, Dept 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner Same Address
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 15th Floor 30 East Broad Street Columbus, OH 43215 (614) 466-8831 or (800) 282-0515	Same
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 (405) 521-2451	Same
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 (503) 378-4387	Director Department of Insurance and Finance Same Address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
RHODE ISLAND	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Ave., Building 69-1 Cranston, RI 02910 (401) 462-9588	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Ave., Building 69-1 Cranston, RI 02910 (401) 462-9588
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 (803) 734-2166	Same
SOUTH DAKOTA	Department of Labor and Regulation Securities Regulation 124 S. Euclid Suite 104 Pierre, SD 57501 (605) 773-4823	Director of South Dakota Division of Securities Same Address
TEXAS	Attorney General's Office Consumer Protection Division P.O. Box 12548 Austin, TX 78711 (512) 463-2070	Same
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South P.O. Box 45804 Salt Lake City, UT 84145-0804 (801) 530-6001	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23218-1197 (804) 371-9051	Clerk of the State Corporation Commission State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	State of Washington Securities Administrator Washington State Department of Financial Institutions 150 Israel Rd. SW Tumwater, WA 98501
WISCONSIN	Commission of Securities P.O. Box 1768 Madison, WI 53701-1768 (608) 266-1365	Wisconsin Commissioner of Securities Same Address

EXHIBIT D

PCF Franchise LLC

MULTI-STATE LAW ADDENDA TO
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the PCF Franchise LLC Franchise Disclosure Document, Franchise Agreement and Multi-Unit Development Agreement and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated May 13, 2024.

CALIFORNIA

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.

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

3. California Business and Professions Code 20000 through 20043 provides rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

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

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

6. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. The franchise agreement requires binding arbitration. The arbitration will occur in Kentucky with the costs being borne by both parties.

8. Prospective franchisees are encourage to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

9. The franchise agreement requires application of the laws of Kentucky. This provision may not be enforceable under California law.

10. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

11. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

12. "The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs

and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information."

13. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL INNOVATION AND PROTECTION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL INNOVATION AND PROTECTION, COMMISSIONER OF FINANCIAL INNOVATION AND PROTECTION at www.dfpi.ca.gov.

14. No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:

PCF Franchise LLC

By: _____

Greg George, CEO

Date signed: _____

FRANCHISEE:

_____

Signature

_____

[Printed name]

Date signed: _____

_____

Signature

_____

[Printed Name]

Date signed: _____

ILLINOIS

Item 17(v) of the Franchise Disclosure Document, Section 16.06 of the Franchise Agreement and Section VIII of the Multi-Unit Development Agreement are amended to state that any provision that designates jurisdiction or venue in a forum outside the State of Illinois will not be enforceable and is amended to the extent required by Illinois law.

The governing law or choice of law clause that allows for jurisdiction or venue other than Illinois will not be enforceable under Illinois law. This governing law clause shall not be construed to negate the application of the Illinois Franchise Disclosure Act in all situations to which it is applicable. Therefore, Item 17(v)(w) of the Franchise Disclosure Document, Section 16.06 of the Franchise Agreement and Section VIII of the Multi-Unit Development Agreement are amended accordingly.

Section 705(41) of the Illinois Franchise Disclosure Act states any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of 1 year after the franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to the franchisee of a written notice disclosing the violation, whichever shall first expire. Item 17(b) of the Franchise Disclosure Document, Section 3 of the Franchise Agreement is amended accordingly.

The conditions under which a franchise can be terminated and your rights upon nonrenewal, as well as the application by which you must bring any claims, may be affected by Sections 705/19 and 20 of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/19 and 705/20.

Section 5(2) of the Illinois Franchise Disclosure Act requires 14 calendar days' disclosure prior to the signing of a binding agreement or the payment of any fees to us. Item 23 of the Disclosure Document is amended accordingly, to the extent required by Illinois law.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

INDIANA

It is unlawful for any franchise agreement between any franchisor and a franchisee who is a resident of Indiana or a non-resident who is to operate the franchise in Indiana to contain a provision that requires a franchisee not to compete with the franchisor in an area greater than the exclusive territory granted in the franchise agreement or, if no exclusive territory is granted, in an area of more than reasonable size, upon Termination of a franchise agreement. (Ind. Code § 23-2-2.7-1(9)). Accordingly, both the Franchise Agreement and Item 17 of the Disclosure Document are amended to apply to the area within a 50-mile radius of the Peach Cobbler Factory.

The Franchise Agreement requires binding arbitration. The arbitration will occur in a state other than Indiana, with costs being borne by the non-prevailing party. The provision concerning the place where arbitration will occur is deleted from the Franchise Agreement.

The Franchise Agreement requires application of the laws of another state. This provision is deleted from the Indiana Franchise Agreement.

Item 17 of the Disclosure Document, Sections (u), (v), and (w), is amended to omit any reference to selection of an out-of-Indiana forum or choice of law.

The franchise agreement requires you to sign a general release of claims as a condition of renewing or reselling the franchise. Under the law of Indiana any provision that purports to bind a person acquiring a franchise to waive compliance with the franchise laws of Indiana is void. The Franchise Agreement and Item 17 of the Disclosure Document, Sections (b) (renewal) and (k) (transfer) are amended to omit the requirement that an Indiana Franchisee sign a general release of claims as a condition of renewal or resale. This will not prevent Franchisor from requiring you to sign a general release of claims as part of a settlement of a dispute.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

MARYLAND

The following amends the Franchise Disclosure Document, Franchise Agreement and Multi-Unit Development Agreement:

Item 5 of the FDD, Section 5.02 of the FA and Section IV of the Development Agreement is amended as follows: Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be placed in an Escrow Account with Fifth/Third Bank until the franchisor completes its preopening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be placed in the Escrow Account until the first franchise under the development agreement opens.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.). Item 17H of the Franchise Disclosure Document and Section 5.05 of the Franchise Agreement are amended to add this provision.

Item 17M of the Franchise Disclosure Document, Section 14.04(b) of the Franchise Agreement is amended to state that The general release required as a condition of sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Item 17 W of the Franchise Disclosure Document is amended to state; A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Item 17 V of the Franchise Disclosure Document is amended to state: Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Section 19 of the Franchise Agreement is amended to state: All representations requiring prospective franchisees to assent to a release, estoppels or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

SIGNATURE PAGE FOLLOWS

FRANCHISOR:
PCF Franchise LLC

FRANCHISEE:

By:

Greg George, CEO
Date signed: _____

Signature

[Printed name]
Date signed: _____

Signature

[Printed Name]
Date signed: _____

MINNESOTA

We will comply with Minnesota Statute 80C.14 subdivisions 3, 4, and 5, which require except in certain specific cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

In accordance with Minnesota Rule 2860.4400J, to the extent required by law, the Disclosure Document, and Franchise Agreement are modified so that we can not require you to waive your rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause.

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a general release. The Disclosure Document, Franchise Agreement and Multi-Unit Development Agreement are modified accordingly, to the extent required by Minnesota law.

Pursuant to Minn. Stat. Sec. 80C.12, Subd. 1(g), to the extent required by law, the Franchise Agreement, Multi-Unit Development Agreement and Item 13 of the Disclosure Document are amended to state that we will protect your right to use the primary trademark, service mark, trade name, logotype or other commercial symbol or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of our primary trade name.

Pursuant to Minn. Stat. Sec. 80C.17, Subd. 5, to the extend required by law, the Franchise Agreement, Multi-Unit Development Agreement and Item 17 of the Disclosure Document are amended to state that no action may be commenced pursuant to this section more than three years after the cause of action accrues.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

NEW YORK

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 SERVICES OR 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 THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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 to be added to 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 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.

4. 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.

5. 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.

6. No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

NORTH DAKOTA

Item 17(c) Disclosure Document, Section 1.2 of the Franchise Agreement requiring you to sign a general release upon renewal of the franchise may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Item 17(i) of the Disclosure Document requiring you to consent to termination or liquidated damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Item 17(r) of the Disclosure Document restricting competition are generally considered unenforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Item 17(u) of the Franchise Disclosure Document requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law. The site of arbitration or mediation must be agreeable to all parties.

Item 17(w) of the Franchise Disclosure Document and Section 18.06 of the Franchise Agreement and Section VIII of the Multi-Unit Developer Agreement relating to choice of law, may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17 of the Franchise Disclosure Document, Section 18.16 of the Franchise Agreement and Section VIII of the Multi-Unit Developer Agreement requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and is amended accordingly to the extent required by law.

Item 17 of the Franchise Disclosure Document requiring the franchisee to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Item 17 of the Franchise Disclosure Document requiring the franchisee to consent to a limitation of claims within one year may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Section 18.16 of the Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by the franchisor in enforcing the agreement, which may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law. The prevailing party in any enforcement action is entitled to recover costs and expenses including attorney’s fees.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:
PCF Franchise LLC
By: _____

Greg George, CEO
Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

OHIO

Sec. 1334.05-CANCELLATION

In addition to any right otherwise to revoke an offer, a purchaser has the right to cancel an agreement selling or leasing to him a business opportunity plan until midnight of the fifth business day after the day on which the purchaser signs the agreement. Cancellation is evidenced by the purchaser giving written notice of cancellation to the seller at the address stated in the agreement. The purchaser may deliver the notice by mail, telegram, manual delivery or other personal delivery.

Sec. 1334.13. [Compliance with FTC Rule; FDD]

Franchisor claims exemption from the Ohio Business Opportunity Statues as provided by:

Except for Division (H) of Section 133.03 and Section 1334.04 of the Revised Code, Sections 1334.01 to 1334.15 of the Revised Code does not apply to:

(A) Any transaction that complies in all material respects with the trade regulation rule of the federal trade commission, "disclosure requirements and prohibitions concerning franchising," 16 C.F.R. 436.1 et seq., as may be amended from time to time, that is in effect on the date of the transaction

(B) Any transaction that complies in all material respects with the trade regulation rule of the federal trade commission, "disclosure requirements and prohibitions concerning business opportunities," 16 C.F.R. 437.1 et seq., as may be amended from time to time, that is in effect on the date of the transaction.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

RHODE ISLAND

The Rhode Island Securities Division requires the following specific disclosures to be made to prospective Rhode Island franchisees:

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement and/or Multi-Unit Development Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act."

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document, Franchise Agreement and Multi-Unit Development Agreement for PCF Franchise LLC. for use in the Commonwealth of Virginia shall be amended as follows:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to Escrow payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

WASHINGTON

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 and/or Multi-Unit Development 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 site shall be either in Washington, in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator, to the extent required by Washington law.

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

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

Transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer, to the extent required by Washington law.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

EXHIBIT E

OPERATIONS MANUAL - TABLE OF CONTENTS
(as of May 13, 2024)

TOPICS	PAGE #	# OF PAGES PER SECTION
How to use this Manual to develop your own franchise	1	1
Chapter 1		
Introduction	2	2
Chapter 2		
Welcome To Peach Cobbler Factory	4	2
Chapter 3		
Support Resource	6	1
Chapter 4		
Preopening Timetable & Obligations	7	1
Chapter 5		
Franchisee Training Requirements	8	2
Chapter 6		
Staffing Your Peach Cobbler Factory Franchise	10	3
Chapter 7		
Business Policies	13	6
Chapter 8		
Location Operation and Maintenance	19	1
Chapter 9		
Administration	20	2
Chapter 10		
Reports, Audits & Inspections	22	2
Chapter 11		
Marketing	24	4
Chapter 12		
Insurance Requirements and Risk Management	28	1
Chapter 13		
Corporate Structure and Financing	29	3
Chapter 14		
Trade Secrets, Protection Policies	32	2
Total Pages		**33**

EXHIBIT F

PCF Franchise LLC

MULTI-UNIT DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

I.	DEVELOPMENT AREA FOR YOUR UNITS	3
II.	DEVELOPMENT OBLIGATIONS	4
III.	TERM	5
IV.	MUD FEE	5
V.	FRANCHISE AGREEMENT	5
VI.	ASSIGNABILITY	6
VII.	NO SUBFRANCHISING	7
VIII.	DEFAULT AND TERMINATION	7
IX.	MISCELLANEOUS	8
X.	INDEPENDENT CONTRACTOR / INDEMNIFICATION	10
XI.	REPRESENTATIONS AND ACKNOWLEDGMENTS / CAVEATS	11

EXHIBITS

Attachment A: Mud Locations, Mud Fee, Mud Schedule And Expiration Date.....F-A-1

EXHIBIT F
PCF Franchise LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (the "Agreement" " or this "MUD Agreement) is effective as of the date signed by Franchisor below("Effective Date"), and is by and between PCF Franchise LLC., a Kentucky Limited Liability Company, having its principal office at 2530 Okeechobee Ln, Fort Lauderdale, Florida 33312-4624, (the "Company") and _____ ("Franchisee"), a _____ [residence of individual *or* state of organization and type of entity] with its principal office at _____ _____ ("Franchisee").

WITNESSETH:

WHEREAS, Franchisor is engaged in the business of franchising ("Outlets") under the Marks and Systems as more fully described in PCF Franchise LLC. Franchise Agreement, the current form of which is signed contemporaneously with this MUD Agreement and which may be amended from time to time ("Franchise Agreement"); and

WHEREAS, Franchisee is aware of the benefit derived from being identified with and franchised by Franchisor in order to use the Marks and System as more fully described in the Franchise Agreement; and

WHEREAS, Franchisee has simultaneously executed a Franchise Agreement pertaining to the first PCF Franchise LLC. Franchised Outlet, which Franchisee agrees to open or have opened within the time specified in the Franchise Agreement; and

WHEREAS, Franchisee desires to obtain additional Outlets at a reduced Franchise Fee and agrees to establish and operate additional Peach Cobbler Factory Outlets ("subsequent Units") according to a specific time schedule; and

NOW, THEREFORE, in consideration of the premises, the covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed as follows:

I. DEVELOPMENT AREA FOR YOUR UNITS

A. MUD Locations. In accordance with the terms and conditions in this Agreement, Franchisor grants to Franchisee and Franchisee accepts the option during the term of this Agreement, and within the general Development Area described on Attachment A to establish and operate Peach Cobbler Factory Outlets (each referred to as a "Unit" and collectively referred to as the "Units"), at the Initial Franchise Fee or reduced Franchise Fee amount as described in Attachment A. To maintain the discounted Franchise Fees under the Multi-Unit Development Agreement you must have open and in operation the cumulative number of Franchised Units stated on the Development Schedule by the dates agreed upon in the Development Schedule. Failure to do so will be grounds for termination of the Multi-Unit Development Agreement. Your first Unit must be open and in operation within nine (9) months (270 days) of signing the first Franchise Agreement. Each additional Unit must be opened and in operation within twelve (12) months (365 days) of the opening of the previous Unit as described in Attachment A. So long as Franchisee is not in default under this or any other part of this Agreement or any other agreement with

Franchisor or Franchisor's Affiliates, Franchisor will honor the reduced amount for Units purchased after the Initial Unit.

If Franchisee fails to meet any of its obligations under this Agreement or if Franchisee breaches any other Agreement executed by Franchisee pursuant to this Agreement, Franchisor may terminate the term of this Agreement along with Franchisee's right to develop, open and operate new Units at the reduced amount, but the termination of the term of this Agreement will not terminate any rights granted under the Franchise Agreements then in effect between Franchisee and Franchisor in which Franchisee is in compliance.

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

B. The Rights Franchisor Retains Except as limited by Section I.A. above, Franchisor and its Affiliates retain all rights with respect to the System, Franchised Outlets, the Marks, the sale of similar or dissimilar products and services and any other activities Franchisor deems appropriate whenever and wherever Franchisor desires, including (1) the right to own or operate, or license others to own or operate Peach Cobbler Factory outlets anywhere within or outside of Franchisee's General Area; (2) the right to operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Marks in any location; both inside or outside of Franchisee's General Area; (3) the right to operate or license others to operate businesses that are not similar to Peach Cobbler Factory outlets under the Marks in any location, both inside or outside of Franchisee's General Area; and (4) the right to offer any products or services (including the products and services Franchisee offers at Franchisee's Units) through other channels of distribution (including the Internet and other outlets) both inside or outside of Franchisee's General Area. Franchisor is not required to pay Franchisee any compensation or consideration if Franchisor exercises any of the rights specified in this Subsection (B).

II. DEVELOPMENT OBLIGATIONS

A. MUD Schedule. Franchisee will construct, equip, open and operate the number of Units within each of the time periods described in Attachment A attached to this Agreement ("MUD Schedule"). Except as modified in Section V below, Franchisee must execute a then current form of the Franchise Agreement that Franchisor uses in the State in which the applicable Unit will be located within the time periods described in the MUD Schedule and which may be materially different than the from the form of franchise agreement contained in the Franchise Disclosure Document used to offer this agreement. Further, Franchisee must open each Unit within the time period described in the Franchise Agreement applicable to that Unit and in the MUD Schedule. Failure to do so will be grounds for termination of the Multi-Unit Development Agreement. Your first Unit must be open and in operation within nine (9) months (270 days) of signing the first Franchise Agreement. Each additional Unit must be opened and in operation within twelve (12) months (365 days) of the opening of the previous Unit as described in Attachment A

B. Force Majeure / Time of Essence. It is of material importance to Franchisor that Franchisee timely perform all obligations under this Agreement and the Franchise Agreement for each Unit subject to any cure rights herein or in any such Franchise Agreement. Should Franchisee be unable to meet the MUD Schedule solely as the result force majeure which includes strikes, material shortages, fires, floods, earthquakes, and other acts of God, or by force of law (including Franchisor's inability to deliver a Franchise Disclosure Document), and which Franchisee could

not have avoided by the exercise of due diligence, the MUD Schedule will be extended by the amount of time during which such force majeure existed.

III. TERM

Term of this Agreement will start on the date this Agreement is signed by both parties and Franchisee has paid Franchisor the MUD Fee (As defined in Attachment A). Unless terminated earlier according to the terms of this Agreement, the term of this Agreement and all multi-unit development rights granted in this Agreement will expire at the earlier of the date Franchisee signs the Franchise Agreement for the last Unit listed in the MUD Schedule or the expiration date listed on Attachment A. There is no right to renew this Agreement.

IV. MUD FEE

In exchange for the rights granted under this Agreement, Franchisee will pay to Franchisor the MUD Fee and the Initial Franchise Fees listed on and in accordance with Attachment A of this Agreement. The portion of the MUD Fee attributable to each individual Unit will be credited against the Initial Franchise Fee due for each Unit under the Franchise Agreement applicable to such Unit.

Franchisee recognizes that Franchisor has incurred administrative and other expenses in relation to this Agreement, and that development opportunities have been lost or curtailed as a result of the exclusivity granted in this Agreement. For this reason, no part of the MUD Fees are refundable, even if Franchisee fails to proceed with the development of Units under this Agreement.

V. FRANCHISE AGREEMENT

A: Signing the Franchise Agreement. Franchisee will sign a Franchise Agreement for its first Unit and pay the applicable Initial Franchise Fee under that Franchise Agreement at the same time Franchisee signs this Agreement and pays the MUD Fee. Within the times specified in the MUD Schedule, Franchisee must execute a separate Franchise Agreement for each subsequent Unit and pay the balance of the appropriate Initial Franchise Fee shown on Attachment A. The Royalty Fee, and all other fees Franchisee owes under the Franchise Agreement Franchisee signs for each Unit will be the same as in Franchisor's standard form franchise agreement being offered as of the date of this Agreement in the State in which Franchisee's MUD Locations are located. In no event will Franchisee be required to sign a Franchise Agreement until such time as Franchisor has complied with any applicable waiting periods according to law.

B. Complying with the Franchise Agreement. After Franchisee signs a Franchise Agreement, it shall fully comply with all of the terms CONTAINED IN THE FRANCHISE AGREEMENT INCLUDING PAYING ALL OF THE FEES REQUIRED BY THAT FRANCHISE AGREEMENT IN A TIMELY MANNER. HOWEVER, FRANCHISEE DOES NOT OBTAIN ANY RIGHTS AS A FRANCHISEE FOR A PARTICULAR LOCATION UNTIL A FRANCHISE AGREEMENT IS SIGNED BY FRANCHISOR AND FRANCHISEE AND FRANCHISEE HAS PAID FRANCHISOR THE BALANCE OF THE INITIAL FRANCHISE FEE, IF ANY. Franchisee must submit all proposals for sites to Franchisor for Franchisor's consent. Franchisor has the right; in its absolute discretion, to withhold its consent to any site Franchisee proposes. Franchisor's consent to the site is no assurance of success.

C. Franchisor's Discretion. Franchisee acknowledges that all Units must be developed and operated according to Franchisor's standards. Franchisee agrees and recognizes that Franchisor may refuse to grant a Franchise Agreement for a subsequent Unit if Franchisor believes, in its reasonable judgment, that Franchisee does not have sufficient financial resources and other ability (including, but not limited to, experience, character, skill, aptitude, attitude, and business acumen sufficient to operate multiple locations) to properly develop and operate the proposed subsequent Unit. Franchisor may take into account, among other things, Franchisee's past performance and financial success of Franchisee's existing Units. In order to assist Franchisor in making such a determination, Franchisee must provide Franchisor, upon Franchisor's request, the financial and other information regarding Franchisee's existing Unit(s) and the proposed subsequent unit. Franchisor's approval, however, is not deemed to be a warranty of Franchisee's financial or other ability to develop and operate the proposed subsequent Unit(s).

D. Marks. Franchisee acknowledges that Franchisor is not granting Franchisee any right to use the Marks under this Agreement. Any rights Franchisee receives regarding the use of the Marks arises from the Franchise Agreement Franchisee signed or will sign and Franchisee may only use the Marks pursuant to the terms of that Franchise Agreement.

VI. ASSIGNABILITY

A. By Franchisee. Franchisor has granted these development rights in reliance upon its perception of the individual and collective character, skill, attitude, and business and marketing abilities of Franchisee, and/or Franchisee's owners. Therefore, there can be no transfer of any interest or benefit in this Agreement or in the transfer of a controlling interest of an entity Franchisee ("Transfer"), without Franchisor's prior written consent. Any consent by Franchisor will not operate as a consent to any future such Transfer, and no future such Transfer will be valid without Franchisor's prior written consent to that specific Transfer. Any attempted Transfer in violation of this paragraph is voidable at Franchisor's option. Franchisor will not unreasonably withhold its consent to such a Transfer, provided that the following conditions are satisfied:

(a) Franchisee has substantially performed the obligations and duties under this Agreement and any other agreements between Franchisee and Franchisor;

(b) Franchisee must pay Franchisor all amounts Franchisee owes to Franchisor and Franchisor's Affiliates under this Agreement and all other agreements between Franchisee and Franchisor;

(c) Franchisee pays a non-refundable transfer fee to Franchisor in the amount of $5,000 for each unopened Store;

(d) Franchisee and, if Franchisee is an entity, all of its officers, directors, shareholders, members and managers (as well as guarantors under this Agreement) will execute a general release (in the form approved by Franchisor) of any and all claims which Franchisee has or may have against Franchisor and Franchisor's Affiliates and Franchisor's respective officers, directors, employees and agents arising out of the franchise relationship, to the extent permitted by applicable law;

(e) The proposed transferee meets Franchisor's established standards (including experience, character, skill, aptitude, business ability and financial capability), is of good moral character, has a good credit rating and sufficient financial resources to operate the business;

(f) The proposed transferee and/or the transferee's managers will successfully complete and pass the training course then in effect for Franchisor's franchisees, or otherwise

demonstrate to Franchisor's satisfaction, sufficient ability to operate and manage the Units and perform the obligations of this Agreement;

(g) The proposed transferee assumes all of Franchisee's obligations and liabilities (however, such assumption will not relieve Franchisee of any such obligations and liabilities); and,

(h) The purchase price or terms of the sale are, in Franchisor's judgment, economically feasible to the proposed transferee (however, Franchisor's approval is no assurance that the sale is on economically reasonable terms).

B. By Franchisor. This Agreement is fully assignable, in whole or in part, by Franchisor, without Franchisee's consent. Upon Franchisor's assignment, Franchisor is relieved of all liability under this Agreement and all rights and obligations will accrue to Franchisor's successor or assignee.

VII. NO SUBFRANCHISING

C. No Subfranchising. Franchisee will not offer, sell, or negotiate the sale of PCF Franchise LLC. Franchised Outlets to any third party, either in Franchisee's name or on Franchisor's behalf or otherwise subfranchise, share, divide or partition this Agreement, and nothing in this Agreement will be construed as granting Franchisee the right to do so.

VIII. DEFAULT AND TERMINATION

A. Default by Franchisee. Upon written notice to Franchisee, Franchisor may terminate the term of this Agreement for cause, but without providing Franchisee an opportunity to cure, in the event of any material breach of this Agreement by Franchisee. "Material Breach", as used in this Section VIII, will include, among other things, the following:

(a) Any attempt by Franchisee to sell, assign or Transfer in violation of the terms of this Agreement;

(b) Franchisee's failure to execute a Franchise Agreement for any of the Units on the date set forth within the Unit Schedule set forth in Attachment A;

(c) Franchisee's bankruptcy, insolvency or general assignment for the benefit of creditors;

(d) Any material breach by Franchisee or Franchisee's Affiliate of any Franchise Agreement or other agreement between Franchisee or Franchisee's Affiliates and Franchisor or Franchisor's Affiliates which is not cured within the applicable cure period in that agreement; or

(e) Franchisee or Franchisee's officers, directors or controlling owners commit or are convicted of a felony or crime of moral turpitude or fraud which Franchisor believes may adversely affect the System or goodwill associated with the Marks. .

B. Rights on Termination, Expiration or Assignment. Upon expiration, assignment or termination, for any reason, of the term of this Agreement, all of Franchisee's rights hereunder will cease and any remaining rights Franchisee may have to open any subsequent Unit will cease. Franchisee or Franchisee's Affiliates will continue to operate Peach Cobbler Factory Outlets according to the signed Franchise Agreements between Franchisee or Franchisee's Affiliates and Franchisor, if such Franchise Agreements have not been terminated. A default and termination

under this Agreement does not constitute a default and termination under any Franchise Agreement between Franchisee or Franchisee Affiliates and Franchisor.

IX. MISCELLANEOUS

A. Notices. All written notices and reports permitted or required to be delivered by the provisions of this Agreement will be deemed so delivered (i) at the time delivered by hand; (ii) one (1) business day after being placed in the hands of a commercial courier service for next business day delivery, provided there is evidence of receipt; (iii) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid; or (iv) if sent by a facsimile transmission or electronic mail transmission (email) on the day of receipt if delivered (as indicated by delivery confirmation of the sender) by 5:00 p.m. recipient's local time, or on the next following business day if delivered after 5:00 p.m. recipient's local time, in each case addressed to the party to be notified at the address, facsimile number or electronic mail address set forth herein unless and until a different address, facsimile number or electronic mail address has been designated by written notice to the other party.

B. Severability. If any provision of this Agreement is considered to be invalid or inoperative for any reason, that part will be deemed modified to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of the Agreement will continue in effect as if the Agreement had been signed with the invalid portion modified or eliminated.

C. Non-Waiver. Neither party's waiver of a breach or default by the other, nor delay or failure to exercise any right upon breach or default, nor acceptance of any payment, will be deemed a waiver, nor will it impair rights for other breaches or defaults of the same or a different kind. The description of any breach or default in any notice will not prevent the assertion of other defaults or breaches. Franchisor may waive any one or more of the requirements imposed under this Agreement for the benefit of any particular franchisee or any particular Unit, but the waiver in favor of any other franchisee or Unit will not prevent Franchisor from enforcing the requirements against Franchisee, all other franchisees and all other Units.

D. Remedies. The remedies available to Franchisor are non-exclusive and nothing stated in this Agreement will act to prevent Franchisor's pursuit of any other rights or remedies arising due to termination of this Agreement which may otherwise become available to Franchisor in law or equity.

E. Attorney's Fees. If Franchisor incurs attorneys' fees or other expenses in seeking enforcement of this Agreement, Franchisee will be required to reimburse Franchisor for Franchisor reasonable costs and expenses (including attorneys' fees

F. Approval and Guarantees of Shareholders, Partners or Members. If Franchisee is a corporation, partnership or limited liability company, all shareholders, partners or members (and their shareholders, partners or members, if they are an entity and all of their spouses) will guarantee each Franchise Agreement for a Unit.

G. Arbitration. Except as specifically provided under this Multi-Unit Development Agreement, any dispute or claim relating to or arising out of this Agreement must be resolved exclusively in accordance with the arbitration provisions set forth in the Franchise Agreement signed contemporaneously by the parties.

H. Governing Law. Franchisee acknowledges that this Agreement was accepted in the State of Kentucky. Franchisee acknowledges that it has and will continue to develop a substantial and continuing relationship with Franchisor at Franchisor's principal offices in the County of Jefferson,

Kentucky, where Franchisor's decision-making authority is vested and franchise operations are conducted and supervised. Except to the extent that this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 (Lanham Act, 115 U.S.C. 1051), this Agreement will be governed, to the extent permissible, by the laws of the State of Kentucky without regard to principles of conflicts of law. If, however, any provision of this Agreement would not be enforceable under the laws of Kentucky, and if the MUD Locations is located outside of Kentucky and the provision would be enforceable under the laws of the State(s) in which the MUD Locations are located, then the provision in question (and only that provision) will be interpreted and construed under the laws of the State(s) where the MUD Locations are is located. If applicable law provides Franchisee with additional rights as to notices, opportunities to cure or otherwise than as are provided by this Agreement as to termination, renewal, transfers or otherwise, Franchisor shall comply with the requirements of such laws to the extent they exceed Franchisor's obligations under this Agreement.

I. Venue. Franchisor may institute any action arising out of or relating to this Agreement in any state or federal court of general jurisdiction County of Jefferson in the State of Kentucky, and Franchisee and each guarantor of this Agreement irrevocably submits to the jurisdiction of these courts and waive any objection to the application of Kentucky law or to the jurisdiction or venue in these Kentucky courts. If Franchisee institutes any action arising out of or relating to this Agreement, that action must be brought in the state or federal courts having jurisdiction over Jefferson County, State of Kentucky, and Franchisee irrevocably submits to the jurisdiction of such courts and waives any objection Franchisee may have to either the jurisdiction or venue of such court. If a state regulator requires an amendment to this Agreement, the amendment will be attached to this Agreement. Franchisor will not, however, be precluded from contesting the validity, enforceability, or applicability or such regulator's required amendment in any action relating to this Agreement or to its rescission or termination. The parties hereto recognize, and any arbitrator or judge is affirmatively advised, that certain provisions of this Agreement describe Franchisor's right to take (or refrain from taking) certain actions in the exercise of Franchisor's business judgment based on Franchisor's assessment of the overall best interests of the System and/or franchise network. Where such discretion has been exercised, and is supported by Franchisor's business judgment, neither an arbitrator nor a judge shall substitute his or her judgment for the judgment so exercised by Franchisor.

J. Non-Liability of Franchisor's Affiliates. Franchisor is the only entity obligated to Franchisee under this Agreement. Franchisee may not look to any of Franchisor's officers, directors, stockholders, members, Affiliates or related companies, other business entities or individuals for performance of this Agreement.

K. Limitation of Legal Actions.

1. IN NO EVENT WILL FRANCHISOR BE LIABLE TO FRANCHISEE FOR PROSPECTIVE PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES FOR ANY CONDUCT ARISING OUT OF THIS AGREEMENT OR FRANCHISOR'S RELATIONSHIP WITH FRANCHISEE.
2. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES.
3 ANY DISAGREEMENT BETWEEN FRANCHISEE (AND FRANCHISEE'S GUARANTORS AND OWNERS) AND FRANCHISOR (AND FRANCHISOR'S

AFFILIATES AND OWNERS) WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND MUST NOT BE BROUGHT AS A CLASS ACTION AND FRANCHISEE (AND FRANCHISEE'S GUARANTORS AND OWNERS) WAIVE ANY RIGHT TO PROCEED AGAINST FRANCHISOR (AND FRANCHISOR'S AFFILIATES, OWNERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS) BY WAY OF CLASS ACTION, OR BY WAY OF A MULTI-PLAINTIFF, CONSOLIDATED OR COLLECTIVE ACTION.

5. FRANCHISEE WILL BE BARRED FROM BRINGING ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FRANCHISOR'S RELATIONSHIP WITH FRANCHISEE, UNLESS A JUDICIAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH FRANCHISEE KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THAT CLAIM.

L. Receipt of the FDD. Franchisee acknowledges receipt of Franchisor's franchise disclosure document along with this Agreement, at least 14 days before Franchisee's execution of this Agreement or any payment by Franchisee to Franchisor. If any unilateral modifications have been made to this Agreement, Franchisee acknowledges that Franchisee has had at least 7 days to review all such modifications.

M. Construction of Language. The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires; if more than one patty or person is referred to as you, their obligations and liabilities will be joint and several. Headings are for reference purposes and do not control interpretation.

N. Entire Agreement. This Agreement, including all Attachments attached, constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes any and all prior agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document that was furnished to Franchisee in connection with Franchisor offer to grant Franchisee a franchise to develop the Units. No amendment or modification to this Agreement will be binding on either party unless written and fully executed. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Franchise Agreement attached hereto.

X. INDEPENDENT CONTRACTOR / INDEMNIFICATION

A. Independent Contractor. Franchisor and Franchisee are independent contractors, and no partnership, fiduciary, joint venture, or employment relationship exists between Franchisor and Franchisee. Franchisee will conspicuously identify itself in all dealings with the public as an independently owned business. Neither Franchisor nor Franchisee will make any agreements or representations in the name of or on behalf of the other party that their relationship is other than franchisor and franchisee.

B. Indemnification. Under no circumstances will Franchisor be liable for any act, omission, debt, or other obligation of Franchisee. To the fullest extent permitted by law, Franchisee (for itself and its employees, agents, subcontractors, successors and assigns) agrees, at Franchisee's sole cost and expense, to indemnify, defend and hold harmless, and to reimburse on demand Franchisor, and all entities related to Franchisor and Franchisor's respective directors, officers, members, employees agents, managers, partners, attorneys, licensees, affiliates successors and assigns ("Indemnified Parties") for and against any and all damages, losses, liabilities, bodily injury,

property damage, obligations, penalties, tines, claims, litigation, demands, defenses, judgments, suit, proceedings, administrative orders, consent agreements, costs, disbursements or expenses of any kind or any nature whatsoever, including without limitation, reasonable attorneys' and expert fees and disbursements arising out of or related to or in any way arising out of the acts or omissions of Franchisee or Franchisee's employees, agents, officers, directors, parents, subsidiaries,' affiliates, successors and assigns ("lndemnitors") arising out of or related to (i) any act or omission, negligent or otherwise, of the lndemnitors or anyone directly or indirectly employed by them or anyone whose acts they may be liable relative to the business contemplated by this Agreement; (ii) any breach by the lndemnitors or any term or provision of this Agreement; and (iii) the cost, including, but not limited to reasonable attorney's fees, of enforcing this indemnification provision. The obligations of Indemnitors are joint and several.

This indemnification will not be construed to indemnify an Indemnified Party to the extent such indemnification is prohibited by law, including, an indemnification of any Indemnified Party from its own negligence, if prohibited by law. To the extent indemnification of any party hereunder would be prohibited by law, this provision will not apply to such party, but will continue to be effective as to all other parties with respect to whom indemnification is not prohibited by applicable law.

XI. REPRESENTATIONS AND ACKNOWLEDGMENTS / CAVEATS

A. FRANCHISEE REPRESENTS TO FRANCHISOR THAT FRANCHISEE'S SIGNATURE ON AND PERFORMANCE OF THIS AGREEMENT DOES NOT VIOLATE OR CONSTITUTE A BREACH OF THE TERMS OF ANY OTHER AGREEMENT OR COMMITMENT TO WHICH FRANCHISEE, FRANCHISEE'S GUARANTORS OR ANY OF FRANCHISEE 'S OR THEIR AFFILIATES ARE A PARTY.

B. FRANCHISEE HAS RECEIVED THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION WITH APPLICABLE EXHIBITS AT LEAST FOURTEEN (14) CALENDAR DAYS BEFORE THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED AND HAS RECEIVED A COPY OF THE COMPLETE PCF FRANCHISE AGREEMENT AT LEAST SEVEN (7) CALENDAR DAYS BEFORE THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.

C. UNDER APPLICABLE U.S. LAW, INCLUDING WITHOUT LIMITATION EXECUTIVE ORDER 1224, SIGNED ON SEPTEMBER 23, 2001 (THE "ORDER"), FRANCHISOR IS PROHIBITED FROM ENGAGING IN ANY TRANSACTION WITH ANY PERSON ENGAGED IN, OR WITH A PERSON AIDING ANY PERSON ENGAGED IN, ACTS OF TERRORISM AS DEFINED IN THE ORDER. ACCORDINGLY, FRANCHISEE DOES NOT AND HEREAFTER WILL NOT, ENGAGE IN ANY TERRORIST ACTIVITY. IN ADDITION, FRANCHISEE IS NOT AFFILIATED WITH AND DOES NOT SUPPORT ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY.

D. FRANCHISEE REPRESENTS TO FRANCHISOR THAT ALL INFORMATION SET FORTH IN ANY AND ALL APPLICATIONS, FINANCIAL STATEMENTS AND SUBMISSIONS TO FRANCHISOR ARE AND WILL BE TRUE, COMPLETE AND ACCURATE IN ALL RESPECTS, AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR IS RELYING UPON THE TRUTHFULNESS, COMPLETENESS AND ACCURACY OF SUCH INFORMATION IN BOTH AWARDING AND CONTINUING THE RIGHTS GRANTED TO FRANCHISEE BY THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement in two (2) or more counterparts on the day and year first above written.

FRANCHISOR:
PCF Franchise LLC
By:

_____
Greg George, CEO
Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

Attachment A to the MUDA

MUD LOCATIONS, MUD FEE, MUD SCHEDULE AND EXPIRATION DATE

Development Area: Your Development Area is generally described as_____

_____

Unit Locations: The specific location and the respective Designated Territory for each Unit will be addressed in accordance with each individual Franchise Agreement; however, please indicate your desired, non-binding, general location for each Unit:

Unit#		Unit #	
1		3	
2		4	

Unit Schedule and Fees:

Unit #	Date by which each Franchise Agreement (FA) Must Be Executed	Date by which each Unit Must Be Opened	Initial Franchise Fee for this Unit	The portion of the Initial Franchise Fee to be paid upon signing the MUD Agreement	The remaining portion of the Initial Franchise Fee to be paid upon signing each individual Franchise Agreement
1		12 months after signing FA	$34,950	$34,950	-
2	12 months after signing FA #1	12 months after Unit #1 opens	$24,950	$14,950	$10,000
3	24 months after signing FA #1	24 months after Unit #1 opens	$24,950	$14,950	$10,000
4	36 months after signing FA #1	36 months after Unit #1 opens	$24,950	$14,950	$10,000

The Multi-Unit Development Fee, which is comprised of the Initial Franchise Fee for Unit #1 plus the initial portion/deposit of the discounted Franchise Fees for all of the subsequent Units due upon signing the MUD Agreement is	**$**

Expiration Date: The expiration date of this Agreement shall be the stated execution date of the Franchise Agreement for Franchisee's last Unit shown above.

FRANCHISOR:
PCF Franchise LLC
By: Greg George, CEO

_____

Date signed: _____

FRANCHISEE:

_____
Signature

_____
[Printed name]
Date signed: _____

_____
Signature

_____
[Printed Name]
Date signed: _____

EXHIBIT G

PCF Franchise LLC

STATE EFFECTIVE DATES

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

This document is effective and may be used in the followings states where the document is filed, registered or exempt from registration, as of the Effective Date stated below.

STATE	EFFECTIVE DATE	AMENDMENT DATE
California		
Hawaii		
Illinois		
Indiana	Pending	
Maryland	Pending	
Michigan	June 26, 2023	
Minnesota		
New York		
North Dakota		
Rhode Island		
South Dakota		
Virginia	Pending	
Washington		
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.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If PCF Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

In the States of New York and Rhode Island, the delivery of the Disclosure Document is to be received 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 to us or an affiliate in connection with the proposed franchise sale.

Michigan requires the delivery of the Disclosure Document at least 10 business days before the execution of the franchise or other agreement, or the payment of any consideration, whichever comes first.

If PCF Franchise LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commissioner, Washington. D.C. 20580 and the state agency listed in Exhibit C for your state.

Date of Issuance: May 13, 2024

The franchise seller for this offering is Andrew George, Director of Franchise Development at PCF Franchise LLC, 2530 Okeechobee Ln Fort Lauderdale, Florida 33312-4624; and Phone: (910) 228-1995.

See Exhibit C for our registered agents authorized to receive service of process.

I have received a disclosure document on _____, that included the following Exhibits:

A Financial Statements
B Franchise Agreement
C State Administrators and Agents for Service of Process
D Multi State Addendum to the Franchise Disclosure Document and Franchise Agreement
E Operations Manual Table of Contents
F Multi-Unit Development Agreement
G. State Effective Dates
Last Page - Receipt

PROSPECTIVE FRANCHISEE:

_____
(Signature)

_____
(Print Name)

_____
(Date Signed)

Please sign this copy of the receipt, date your signature, and retain it for your records.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If PCF Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

In the States of New York and Rhode Island, the delivery of the Disclosure Document is to be received 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 to us or an affiliate in connection with the proposed franchise sale.

Michigan requires the delivery of the Disclosure Document at least 10 business days before the execution of the franchise or other agreement, or the payment of any consideration, whichever comes first.

If PCF Franchise LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commissioner, Washington. D.C. 20580 and the state agency listed in Exhibit C for your state.

Date of Issuance: May 13, 2024

The franchise seller for this offering is Andrew George, Director of Franchise Development at PCF Franchise LLC, 2530 Okeechobee Ln Fort Lauderdale, Florida 33312-4624; and Phone: (910) 228-1995.

See Exhibit C for our registered agents authorized to receive service of process.

I have received a disclosure document on _____, that included the following Exhibits:

A Financial Statements
B Franchise Agreement
C State Administrators and Agents for Service of Process
D Multi State Addendum to the Franchise Disclosure Document and Franchise Agreement
E Operations Manual Table of Contents
F Multi-Unit Development Agreement
G. State Effective Dates
Last Page - Receipt

PROSPECTIVE FRANCHISEE:

_____
(Signature)

_____
(Print Name)

_____
(Date Signed)

Please sign this copy of the receipt, date your signature, and return it to PCF Franchise LLC.