FRANCHISE DISCLOSURE DOCUMENT

Wild Birds Unlimited, Inc.
11711 N. College Avenue, Suite 146
Carmel, Indiana 46032
(317) 571-7100
www.wbu.com
www.wbufranchise.com

A WILD BIRDS UNLIMITED® franchisee operates a retail store ("Store") that sells birdfeeders, birdseed and nature-related gifts.

The total investment necessary to begin operation of a WILD BIRDS UNLIMITED Store is from $209,425 to $350,037 for a new franchisee ($183,425 to $324,037 for an existing franchisee who is purchasing an additional WILD BIRDS UNLIMITED franchise). This includes an amount of $48,799 - $50,199 that must be paid to the franchisor by a new franchisee (or $22,799 – $24,199 by any existing franchisee).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Development Department at 11711 N. College Avenue, Suite 146, Carmel, IN 46032 and 888-730-7108.

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

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

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

Issuance Date: March 1, 2023, amended on June 30, 2023

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

NOTICE REQUIRED
BY
STATE OF MICHIGAN

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

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel 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 arbitration at a location outside this state.

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

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

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

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48909, telephone (517) 373-7117.

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

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EXHIBITS:

1. State-Specific Addenda to the Franchise Disclosure Document

A. State Agencies and Agents for Service of Process
B. Reservation Agreement
C. Franchise Agreement (including Appendices and State-Specific Addenda to Franchise Agreement)
D. Initial Franchise Fee Amendment (Additional Store)
E. MyWBU (ecommerce platform) Authorization and Participation Agreement
F. List of Existing Franchisees and Terminated Franchisees and those who have otherwise left the System
G. Financial Statements
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I. Form of General Release
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ITEM 1

The Franchisor and Any Parents, Predecessors and Affiliates

The franchisor is Wild Birds Unlimited, Inc. To simplify the language in this Disclosure Document (at times referred to as "FDD"), "we," "us," or "Wild Birds Unlimited" means Wild Birds Unlimited, Inc. "You" means the person who buys the franchise. If you are a corporation, limited liability company, partnership, or other legal entity, certain provisions of the Franchise Agreement also apply to your owners and will be noted.

WILD BIRDS UNLIMITED was incorporated in Indiana on June 8, 1983. Our principal place of business is 11711 N. College Avenue, Suite 146, Carmel, Indiana 46032; telephone: (317) 571-7100; website: www.wbu.com.

We have no parents, predecessors or affiliates.

Our Business Experience

We have franchised retail stores that sell birdfeeders, birdseed and nature-related gifts since 1983. We do not conduct any business activities other than the operation and administration of our franchise system as described in this Disclosure Document. We do not offer, and have not offered, franchises in any other line of business. As of the date of this Disclosure Document, we do not operate corporate stores, although we may do so in the future. In early 1989, we began offering franchises in Canada under the Wild Birds Nature Shop trademark. By June 30, 1995, all Canadian stores had converted to the WILD BIRDS UNLIMITED® trademark.

Our agents for service of process are disclosed in Exhibit A.

In the past, we offered to existing franchisees the opportunity to operate, on a test basis, a small-sized WILD BIRDS UNLIMITED outlet, such as a kiosk or a gift shop, located within a nature center (such as a state or city park) or other appropriate retail outlet (such as a garden center). The outlet offered a selection of WILD BIRDS UNLIMITED merchandise. As of December 31, 2022, five test locations remain open and operating. As of the date of this Disclosure Document, we no longer promote this test project. We stopped offering these small-sized outlets in 2010. We may reinstate the test project at a later date.

The Franchise Offered

We grant you the right to operate a WILD BIRDS UNLIMITED retail store (the "Store"). You and your staff need to be bird feeding hobbyists and nature enthusiasts, thoroughly trained in the hobby of backyard bird feeding. Your Store will offer a retail experience that helps customers enjoy wild birds and increases their enjoyment of nature by providing advice, top quality products, and a pleasant shopping experience. Each store operates under the name WILD BIRDS UNLIMITED and other marks we designate (the "Marks"). You must operate your Store under the WILD BIRDS UNLIMITED system ("System") and in accordance with our specified standards. The System is characterized by distinctive product, layout and decor, all of which we may change. Your Store typically will have 1,200 to 1,700 square feet.

Before executing a Franchise Agreement, you may choose to sign a Reservation Agreement to reserve a geographic area within which you will locate your store. The Reservation Agreement territory may be larger than the territory granted in the Franchise Agreement ("Designated Territory"), which is signed at a later date. No other franchise will be granted within the geographic area that you have reserved for a period of 6 months after you have signed the Reservation Agreement. If you do not sign a franchise agreement within 6 months of signing the Reservation Agreement, the Reservation Agreement will expire. Although you do not have an automatic right of renewal, we may, at our option, renew the Reservation Agreement for one additional period of 6 months.

As described in this Disclosure Document, we offer discounts on the Initial Franchise Fee and other fees (such as the Training Fee) to existing WILD BIRDS UNLIMITED franchisees that wish to open one or more additional stores with us. If you are an existing WILD BIRDS UNLIMITED franchisee, these discounted fees will apply to your purchase of franchise rights for an additional WILD BIRDS UNLIMITED store.

As our franchisee, you will be required to participate in our online product ordering system (the "MyWBU Store"). The MyWBU Store provides for product delivery from your Store to your Store's retail customers and for product Store pick-up options. In connection with your participation, you will be required to sign the MyWBU Store (ecommerce platform) Authorization and Participation Agreement and pay us an upfront fee (as set forth in Item 5) and a monthly license fee (as provided in Item 6). In connection with the MyWBU Store you also will be required to use our designated credit card processing company, which may be different from the credit card processing company for your Store's standard retail operations and which may require terms and conditions different from those to which your standard retail Store operations are subject. We also may implement and administer a minimum advertised pricing policy for selected products on the MyWBU Store which you will be required to comply with, subject to state law.

Market and Competition

The market for birdfeeders, birdseed and nature-related gift items is a mature, developed market. Our customers are primarily backyard bird feeding and bird watching hobbyists and persons interested in purchasing nature-related gift items. You may compete with other businesses offering similar products, including garden and hardware stores, and other franchise systems offering franchises similar to those which we offer. The competition will vary depending upon the city and location where you operate your store.

Industry-Specific Regulations

Your Store must comply with all applicable product-related laws and regulations including, for example, the Consumer Product Safety Improvement Act and the Food Safety Modernization Act. Also, most states have commercial feed registration laws. These laws require the seller of certain commercial feed products (including wild bird food products) to register with the state and file periodic activity reports and to comply with all labeling requirements.

ITEM 2

Business Experience

James R. Carpenter: Chairman of the Board, President and Chief Executive Officer*

James R. Carpenter opened the first WILD BIRDS UNLIMITED store in 1981 and has, since 1983, served as our President, Chief Executive Officer and Chairman of the Board of Directors.

Nancy E. Carpenter: Director and Vice President*

Nancy E. Carpenter has been actively involved in our operation since 1987. Currently she is a Board Director and Vice President.

Amy Moore: Chief Operating Officer-Senior Vice President of Retail Concepts*

Amy Moore has served as our Chief Operating Officer-Senior Vice President of Retail Concepts since June 2022. She was our Co-Chief Operating Officer and Senior Vice President of Retail Concepts from December 2021 until June 2022. From November 2019 until December 2021, Amy was our Vice President of Retail Concepts. From April 2017 until November 2019, she was our Director of Retail Operations Support. Amy was the Director of Retail Operations from September of 2007 until April 2017 and has been with us since 1994 in a variety of positions, including serving as a Business Consultant and Training Manager.

Paul E. Pickett: Chief Development Officer- Executive Vice President of Franchising*

Paul Pickett has served as our Chief Development Officer-Executive Vice President of Franchising since December 2021. Paul has been with us since 1989, and served as our Director of Franchise Development from April 1994 until April 2007, Vice President of Franchise Development from April 2007 until November 2015 and Chief Development Officer from November 2015 to December 2021.

James G. Lesch: Vice President of Product and Supply*

James G. Lesch served as our Director of Purchasing from 1994 until May 2014, when his title changed to Director of Merchandising. In April 2017, Jim's title changed to Director of Product Support. In November 2019, Jim's title changed to Director of Product. In December 2021, Jim's title changed to Vice President of Product and Supply. Jim has been with us since 1990.

John Schaust: Chief Naturalist/Director of Nature Education*

John Schaust has served as our Chief Naturalist from May 2004 until April 2017 when his title changed to Chief Naturalist/Nature Education Support. In November 2019, John's title changed to Chief Naturalist/Director of Nature Education.

Bo Lowery: Vice President of Marketing*

Bo Lowery has served as our Vice President of Marketing since December 2021. From November 2019 until December 2021, she was our Director of Marketing. From April 2017 until November 2019, she was our Director of Marketing Support. Prior to that time, Bo served as the Director of Digital Marketing Communications from January 2011 to April 2017. Bo has been with us since 1998 as the Communications Manager.

Cheryl Camp: Vice President-Controller*

Cheryl Camp has served as our Controller since May 2012 and has been with us since August 2007, serving as Accounting Manager from then until May 2012. In December 2021, Cheryl's title changed to Vice President-Controller.

Seth Holan: Director of Franchise Development*

Seth Holan has served as our Director of Franchise Development since February 2022. Prior to that time, Seth served as our Manager of Franchise Development from May 2018 to January 2022. Prior to joining Wild Birds Unlimited, Seth served as District Manager for PetPeople Enterprises, Inc. in Indianapolis, Indiana from January 2016 to May 2018.

C. Dan Dobbs: Chief Information Officer*

C. Dan Dobbs has served as our Chief Information Officer since December 2021. From November 2019 until December 2021, he was our Director of Information Systems. From April 2017 until November, 2019, Dan's title was our Director of Information Systems Support. From May 2016 until April 2017, Dan was our Director of Information Systems.

Christa Anderson: Vice President of Coaching Support*

Christa Anderson has served as our Vice President of Coaching Support since December 2021. She was our Director of Coaching Support from November 2019 until December 2021. Prior to that time, Christa served as our Enterprise Coach and Operations Development Manager from May 2011 to November 2019.

Scott Prill: Vice President of Franchisee Communications and Training*

Scott Prill has served as our Vice President of Franchisee Communications and Training since December 2021. Scott served as our Director of Franchisee Communications and Training from February 2020 until December 2021. Prior to joining Wild Bird Unlimited, Scott served as the Director of Culture and Communications for Defenders, Inc. in Indianapolis, Indiana from October 2017 to January 2020.

* All officers and directors disclosed in this Item are located at our corporate headquarters in Carmel, Indiana.

ITEM 3

Litigation

No litigation is required to be disclosed in this Item.

ITEM 4

Bankruptcy

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

ITEM 5

Initial Fees

Initial Franchise Fee

If you are opening your first WILD BIRDS UNLIMITED franchise, you must pay a non-refundable Initial Franchise Fee of $40,000. If you sign a Reservation Agreement, you pay us $10,000 when you sign such agreement and the balance of $30,000 when you sign the Franchise Agreement. The $10,000 is not refundable even if you do not sign a Franchise Agreement within the 6-month term of the Reservation Agreement. If you do not sign a Reservation Agreement, you pay us $40,000 when you sign the Franchise Agreement. If you are required to sign a renewal of the Reservation Agreement, you are required to pay us an additional $10,000 at the time that you sign the Renewal Reservation Agreement, which will be credited against the balance of the Initial Franchise Fee then owed to us.

If you currently own a WILD BIRDS UNLIMITED franchise and you are granted an option to purchase a franchise for an additional store, the Initial Franchise Fee for the additional franchise will be one-half of the Initial Franchise Fee then being offered by us to new franchisees (currently $40,000, therefore the Initial Franchise Fee for an additional franchise is currently $20,000), paid to us in the manner set forth in this paragraph. If you sign a Reservation Agreement, you pay us, upon signing of the Reservation Agreement, a fee of one-half of the fee then being offered by us to new franchisees signing a Reservation Agreement (currently $10,000, therefore the fee for the Reservation Agreement for an additional franchise is currently $5,000) to receive the 6-month reservation period. That $5,000 is applied toward the Initial Franchise Fee for the additional store. If you do not sign an additional Franchise Agreement within the 6-month term of the Reservation Agreement, it will expire and we do not refund the fee paid to us (currently $5,000, as noted above). Upon signing the Franchise Agreement for an additional store, you will sign an Initial Franchise Fee Amendment (in the form of Exhibit D attached to this Disclosure Document), and you must pay the remaining portion of the $20,000 Initial Franchise Fee (i.e., $15,000). If you do not sign a Reservation Agreement, you pay us the entire $20,000 Initial Franchise Fee upon signing the Franchise Agreement.

If you are purchasing an existing WILD BIRDS UNLIMITED franchise, you do not pay an Initial Franchise Fee, but you will be required to pay an Assignment Fee equal to 50% of the current Initial Franchise Fee (currently $40,000, therefore the Assignment Fee is currently $20,000) upon signing the Franchise Agreement.

We participate in the Veterans Transition Franchise Initiative (commonly referred to as "VetFran"), which seeks to provide opportunities for veterans who want to be in business. If you are a veteran of the U.S. Armed Forces, you may be eligible to receive a 15% discount off the Initial Franchise Fee.

Training Fee

Upon signing the Franchise Agreement, you also must pay us $5,000 to participate in our training program. You also must pay for your travel, lodging and food expenses while attending training. If you own an existing franchise and are opening an additional franchise, you must attend our training program if it has been more than 18 months since you attended the training program. You may also be required to attend our training if you are renewing your franchise. In such instances (i.e., if you are an existing

franchisee opening an additional franchise or are renewing your franchise), you are not required to pay us the $5,000 training fee; however, you must pay for your travel, lodging and food expenses.

POS Fees

You must pay to us a one-time fee of $3,200 (the "POS Installation Fee") to have us procure, install, and initially train you in using the required point of sale ("POS") equipment called ERPLY. You may qualify, at our discretion, for an up to $1,400 discount off of the POS Installation Fee, if we determine that you are capable of setting up the POS equipment to our specifications under our supervision using your staff and resources and/or your particular situation and experience are conducive to a completely remote training in lieu of on-site training. The POS Installation Fee is due prior to the ERPLY POS equipment installation being performed.

In addition, simultaneously with the POS Installation Fee, you must also pay us a one-time ERPLY implementation fee of $499 (the "ERPLY Implementation Fee") that we pass onto the ERPLY POS system supplier.

Marketing Implementation Fee

If you are opening a new WILD BIRDS UNLIMITED Store or purchasing an existing WILD BIRDS UNLIMITED Store, upon signing your Franchise Agreement, you must pay us $1,000 for our assistance with developing, customizing, and implementing your grand opening or re-opening advertising campaign. If you are an existing franchisee opening another store or purchasing another existing WILD BIRDS UNLIMITED Store, this fee is waived.

MyWBU Store Implementation Fee

You must implement the MyWBU Store at your Store within the first month of operation. In connection with such implementation, upon signing MyWBU Store (ecommerce platform) Authorization and Participation Agreement (attached as Exhibit E), you must pay us an upfront fee of $500.

The Initial Franchise Fee (including fees paid according to a Reservation Agreement), the training fee, the POS fees, the Marketing Implementation Fee and the MyWBU Store implementation fee are nonrefundable. During our last fiscal year, we collected amounts ranging from $2,000 to $46,000 from franchisees for the fees referenced in this Item 5.

From time to time, we may offer special incentive programs in conjunction with our franchise development activities. These incentives include cash compensation. As a standard practice, we compensate third parties for the referral of individuals who become franchisees with us. We reserve the right to offer, modify, withdraw or reinstate any incentive plan in the future without notice to you. The only incentive plan we currently offer is one where we pay $5,000 to any existing franchisee who refers a person to us who subsequently becomes a new WILD BIRDS UNLIMITED franchisee in a new territory.

ITEM 6

Other Fees[1]

Type of Fee	Amount	Due Date	Remarks
Royalty	4% of your Store's Gross Sales[2]	Monthly	Payable to us; must be received by close of business on the 10th day of the following month.
Local Advertising Expenditure[3]	A minimum of 2% of your Store's Gross Sales	As incurred	Payable to local ad agency, media and vendors. We recommend that new store owners spend between 8% and 10% of your Store's Gross Sales on local advertising in your first year of operations.
Regional/Local Advertising Cooperative or Local Advertising Group[4]	Maximum of 2% of your Store's Gross Sales	As required by co-op bylaws	Credited toward the required local advertising expenditure described above. We have established no co-ops/advertising groups as of the date of this Disclosure Document.
WILD BIRDS UNLIMITED Advertising Fund[5]	1% of your Store's Gross Sales	Monthly	Payable to us; must be received by close of business on the 10th day of the following month.
Assignment	50% of the then-current Initial Franchise Fee, plus a $5,000 training fee	As incurred	Your assignee must pay the then-current training fee. You do not owe us any assignment fees if you transfer to a legal entity and you are the sole owner of that legal entity.

Type of Fee	Amount	Due Date	Remarks
Court costs and attorneys' fees	Will vary under circumstances	As incurred	Payable if you fail to comply with the Franchise Agreement.
Audit	Cost of audit, which will not exceed $5,000, plus interest on amount of overdue monies	As incurred	Payable only if our audit reveals an understatement of Gross Sales for any month greater than 2%. Any amounts unpaid, unreported or underreported must also be paid in full.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your franchise operations.
Relocation of Store[6]	A per diem fee (currently ranging from $43 to $67) to assist you with site location, plus our out-of-pocket costs of assisting you, which includes our travel costs	As incurred	This fee is payable at our election.
Late Payment Charges	Late fee of $35 plus interest at an annual rate of 2% in excess of Prime Rate, as reported in the *Wall Street Journal* or the maximum amount allowed by state law	As incurred	These charges are payable on all fees due to us which are not paid by the due date.
Monthly Marketing Activity Report Late Fee	Late fee of $25	As incurred	This charge is due within 30 days of a late submission of the Monthly Marketing Activity Report, which is due on the 10th of the month.

Type of Fee	Amount	Due Date	Remarks
POS Technology Fee[7]	Currently $300 per month, which includes a $100 per month license fee for the use of the MyWBU Store. If your state requires that we collect and remit to a tax authority sales tax on this fee, you will also be required to pay us an additional amount equal to the sales tax.	Monthly; at the same time as Royalty payments	We may change the POS Technology Fee and/or the MyWBU license fee upon 30 days' written notice to you. See also Note 7.
Annual Conference Fee	Registration fee to attend the Wild Birds Unlimited Annual Conference (currently $450)	Upon registering for the conference. If you do not register and attend the Annual Conference, you will be required to pay the non-attendee fee of $500.	The Annual Conference Registration Fee and attendance is required during your first year of operation and the first year of each and every renewal term. You also will be responsible for all costs and expenses associated with travel, lodging, food and other similar expenses associated with your attendance at the Annual Conference.
Daily Savings Club® Customer Loyalty Program	Various expenditures for ongoing purchases of Daily Savings Club® customer applications, ranging from $0 to $100 per month	As incurred	See Note 8
Customer Satisfaction Programs	Currently $0	As incurred	You must participate in any customer satisfaction surveys or programs, such as Net Promoter Score and/or

Type of Fee	Amount	Due Date	Remarks
			mystery shopper programs, as we may from time to time designate. As of the date of this FDD, you must participate in our retail customer satisfaction survey program, the cost of which is covered by the Advertising Fund. In the future, we may require you to pay a fee to us or the designated vendor for your participation.
Insurance payment default	Our actual cost for insurance premiums and a reasonable fee for expenses we incur	On demand	If you fail to pay the premiums on any required insurance coverage on your franchise, we may pay for the insurance coverage and charge you.

NOTE 1 Unless otherwise noted, all fees are payable to us, are nonrefundable and are uniformly imposed.

NOTE 2 This 4% royalty figure is on all gross sales, but does not include state or local sales tax. "Gross Sales" are the revenues and receipts from the sale of all merchandise and services sold, including cash sales, charge sales and exchanges or trades of every kind and nature, including any bulk or pre-paid customer sales made at or from your WILD BIRDS UNLIMITED Store or any temporary site and includes mail, internet, email or telephone orders received or filled at the premises. Refunds and allowances to customers must be deducted from the sale price of merchandise sold and charges made for services performed. Each sale upon installment, credit, or lay-away must be treated as a sale upon receipt of payment from the customer. The term "Gross Sales" does not include any sums collected and paid out for any sales, occupation, excise or other tax based upon or measured by the sale or sales price of merchandise, which is levied by the federal, any state, or local government, provided that no deduction from Gross Sales will be allowed for internet participation fees, credit card processing fees, income taxes, gross receipt taxes or other similar taxes.

NOTE 3 Local advertising expenditure does not include incentive programs, including cost of honoring coupons; local planning activities; market wide or other research; product costs incurred in any promotion; salaries and expenses for your employees (including those for attendance at advertising

meetings or activities); press parties or other expenses of publicity; political or other contributions; seminars; and specialty items (such as T-shirts, premiums, awards, etc.) unless they are part of a market-wide advertising and marketing program and their cost is not covered by the promotion. Most of our franchisees voluntarily spend more than 2% of their Stores' Gross Sales for local advertising. If we request, you must submit to us a Quarterly Advertising Report of your advertising expenses no later than 30 days after the end of each calendar quarter.

NOTE 4 The Franchise Agreement allows us to establish a regional or local advertising cooperative or local advertising group and requires you to contribute up to 2% of your Stores' Gross Sales ("Regional Contribution"). This Regional Contribution is nonrefundable and will be credited toward your required Local Advertising Expenditure. We have the right to decide which advertising cooperative or advertising group you will join. We currently have not established any cooperatives or advertising groups and we have no immediate plans to do so. We reserve the right to establish cooperatives or advertising groups in the future.

NOTE 5 The Franchise Agreement allows us to require you to contribute up to 2% of your monthly Gross Sales ("National Contribution") into an account we have established ("WILD BIRDS UNLIMITED Advertising Fund"). As of the date of this Disclosure Document, you must pay a National Contribution of 1% of your monthly Gross Sales per year into the WILD BIRDS UNLIMITED Advertising Fund. We may increase this percentage up to 2% upon 60 days' notice to you. Each monthly contribution is based on the immediately preceding month's Gross Sales.

NOTE 6 You may not relocate your Store without our permission and our approval of the site.

NOTE 7 Although we own the MyWBU Store platform, you are the online retailer of the products or services you sell through the MyWBU Store and must pay to the appropriate governmental authorities any and all taxes applicable to the sales you make via the MyWBU Store. We may change the fees we charge for your use of the POS system on 30 days' prior notice to you.

NOTE 8 All franchisees must participate in our Daily Savings Club® Loyalty Program (the "Program"). Under the Program, franchisees will purchase various items from various approved vendors, including, without limitation, customer application forms.

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ITEM 7

Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount[1]	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee[2]	$40,000 (new franchisees) or $20,000 (existing franchisees)[3]	Lump Sum, in two payments, or in several payments (existing franchises)[3]	When you sign the Franchise Agreement, or $10,000 for new franchisees ($5,000 for existing franchisees) when you sign the Reservation Agreement, with the balance due upon signing the Franchise Agreement[3]	Us
Training	$5,000; $0 if you are an existing franchisee opening an additional franchise[4]	Lump Sum	When you sign the Franchise Agreement	Us
Travel, Meals, Lodging[5]	$500 – $6,000	As incurred	During training	Airlines, Hotels, Restaurants
Lease Deposit[6]	$3,000 – $7,500	Lump sum	When you sign your lease	Lessor
First Month's Rent	$3,000 – $7,500	Lump sum	Monthly	Lessor
Leasehold Improvements[7]	$25,983 - $86,796	Per Provider	As Incurred	Contractors, Vendors
Insurance[8]	$1,500 – $5,000	Lump sum	As Incurred	Vendors
Legal/ Accounting[9]	$750 - $9,750	Per Provider	As Incurred	Lawyers, Accountants
Office Equipment[10]	$10,762 - $14,496	Lump sum	As Incurred	Vendors, Us
Signs[11]	$5,200 – $10,000	Lump sum	As Incurred	Vendors

Type of Expenditure	Amount[1]	Method of Payment	When Due	To Whom Payment is to be Made
Advertising[12]	$8,292- $11,383 (new franchisees) $7,292- $10,383 (existing franchisees)	Per Provider	As Incurred	Ad Agency, Media, Us
Retail Fixtures[13]	$21,043- $39,835	Lump sum	As Incurred	Vendors
Opening Inventory[14]	$35,690- $43,985	Per Provider	As Incurred	Suppliers
Technology[15]	$1,899	Per Provider	When you sign the MyWBU (ecommerce platform) Authorization and Participation Agreement and order your marketing materials	Us, Suppliers
Misc. Expenses[16]	$5,236 - $9,323	Per Provider	As Incurred	Government Agencies, Third Parties, Us
Additional Funds for first 3 months[17]	$41,570 – $51,570	As Incurred	As Incurred	Employees, Suppliers, Utilities, Vendors, Third Parties
Total Opening Expenses[18]	$209,425 - $350,037 for a new franchisee ($183,425 - $324,037 for an existing franchisee)			

NOTE 1 Unless otherwise stated, all amounts are uniformly imposed and non-refundable. This initial investment phase is estimated to be approximately three months.

NOTE 2 If you sign a Reservation Agreement, you pay $10,000 when you sign the Reservation Agreement, which we will credit toward the Initial Franchise Fee, and you will pay us the remaining $30,000 when you sign the Franchise Agreement. If you are an existing franchisee purchasing a franchise for an additional store, you will pay half the Initial Franchise Fee, currently $20,000. See also NOTE 3 below.

NOTE 3 If you are an existing franchisee and you are granted an option to purchase a franchise for an additional store, you pay $5,000 when you sign the Reservation Agreement, which we will credit toward the Initial Franchise fee of $20,000. If you do not sign the Reservation Agreement and do not pay us the $5,000 Reservation Fee, you will pay the full $20,000 Initial Franchise Fee upon signing the Franchise Agreement for the additional store.

NOTE 4 If you are an existing franchisee and are opening an additional franchise, you must attend our training program if it has been more than 18 months since you attended the training program; however, you are not required to pay us the $5,000 training fee.

NOTE 5 Includes travel, for one or two of you, to our headquarters before you purchase a franchise and travel and expenses related to the initial five days of training at our headquarters and five days of in-store training at a store near our headquarters or near your home, as we may determine in our sole business judgment.

NOTE 6 We encourage you to look for strip center sites or existing structures which could easily be converted into a WILD BIRDS UNLIMITED store. Leasing or building costs vary according to the size, location and condition of the building. Our figures are estimates and the amounts are refundable only if provided in your lease agreement. Lease agreements often require a security deposit equal to one month's rent. This amount is usually refunded when the lease terminates if you leave the premises undamaged. We do not require that you purchase real estate or build a building for your store. If you do, however, your costs will exceed the estimated ranges.

NOTE 7 You will need to remodel or construct the interior of your Store to comply with our standards. The low estimate is for a location that needs little work, and the high estimate for one that needs extensive remodeling. Our estimates account for the recommendation that you hire a general contractor to do this work, including painting, putting up slat-wall, installing the flooring and unloading/positioning fixtures.

NOTE 8 Your insurance costs will vary depending upon lease requirements, coverage and other factors. You must maintain a comprehensive general liability insurance policy, including products and contractual liability, bodily injury liability and property damage liability and such other insurance coverage as specified in Item 8. Generally, premiums are due immediately to your insurer, with partial refunds upon early cancellation.

NOTE 9 This includes the estimated legal and accounting costs associated with setting up your business entity, reviewing this Disclosure Document, accounting costs and the costs associated with securing financing. This also includes the estimated cost of three months of bookkeeping services from our designated vendor.

NOTE 10 This includes the cost of office furniture, scale, front and backroom computers and printers, software, and other equipment you will use in the management of your business. This estimate also includes the one-time non-refundable ERPLY POS Installation Fee of $3,200, which we may discount based on your experience and skills as provided in item 5. Your ongoing cost associated with ERPLY will be a monthly POS Technology Fee (currently, $300, which includes the $100 MyWBU Store license fee; see also NOTE 15 below). See also Item 11.

NOTE 11 Our low estimate is based on the use of an existing sign with few modifications. Our high estimate is for a new sign, plus installation. Independent contractors provide signs. The signs must meet our standards and specifications. You may need to get a permit to erect or display the sign. Permit costs vary by municipality and are included in this estimate. If you decide to, or have the ability to, place two signs on your Store, your sign costs will be higher than our high estimate.

NOTE 12 Advertising costs include pre-opening, opening, grand opening and the first three months of operation. Advertising costs also include the cost associated with printing in-store handouts. Third party suppliers include, but are not limited to, printing companies or approved print houses for the purchase of customer postcards and marketing materials, digital advertising, local media for advertising placement and a mailing house for postage and mailing charges. This estimate also includes the $1,000 Marketing Implementation Fee that you will pay to us upon the signing of your Franchise Agreement (if you are opening a new store or acquiring an existing store), for which we will assist you in researching local media outlets, developing your grand opening or reopening marketing plan, customizing your marketing collateral and assisting you with the placement of your local grand opening or re-opening marketing plans. If you are an existing franchisee opening or purchasing an additional unit, this Marketing Implementation Fee is waived. You will pay the costs associated with the actual placement of these marketing plans to your local media outlets.

NOTE 13 Retail fixtures include custom display fixtures that you purchase directly from our approved suppliers. Fixtures include a binocular case, bird food displays, wooden sales counter and other miscellaneous displays. Other standard fixtures include slat-wall, decorative trim, floor-mats, TV/laptop computer, and in-store signs. Vendor costs may vary.

NOTE 14 The inventory items generally include bird seed, bird feeders and gift/garden items. Our estimates include merchandise and freight. The cost will vary according to the season, the length of time between birdseed deliveries and the size of the showroom.

NOTE 15 As of the date of this Disclosure Document, the MyWBU Store program is required. You will pay a fee of $500 to us upon launching the MyWBU Store (ecommerce platform). Upon launching the ERPLY Point of Sale, you will be required to pay us the $499 ERPLY Implementation fee. This estimate also includes the first three months of the monthly POS Technology fees ($300 per month).

NOTE 16 You must pay for licenses from local authorities under local or state statutes, utility deposits, and miscellaneous supplies. This expense category reflects expenses for giveaways, labels, internet set up, uniforms, tools, shopping and seed bags, office supplies, the purchase of gift cards and gift card related materials and the Daily Savings Club® Customer Loyalty Program.

NOTE 17 We recommend that you have additional funds available during the start-up phase of your franchise. These amounts are our estimates of the amount needed to cover your expenses for a 3-month period from the date you open for business. This estimate includes the estimated cost of hiring 3 part-time employees for services performed before you open and during your first 3 months of operations and also the cost to procure payroll and Human Resources services for this same time period. We recommend you have funds available for a longer time period and 3 months should be viewed as the minimum time you should plan for.

NOTE 18 This estimates your initial start-up expenses. These figures are estimates and we cannot guarantee that you will not incur additional expenses in starting your Store. Your costs will depend on

factors such as: how closely you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market; the prevailing wage rate; competition; and the sales level reached during the initial period.

For certain estimated expenses (rent deposit, first month's rent, leasehold improvements, signs, retail fixtures, opening inventory, miscellaneous expenses and working capital) the low end of the range reflects a typical 1,200 sq. ft. store and the high end of the range reflects a typical 1700 sq. ft. store. If the size of your Store will differ from these models, you should adjust your estimate accordingly. Additionally, you may choose to purchase items such as a backroom microwave, copier, refrigerator or other items of convenience that are not necessary to operate your Store. These items are not included in the start-up expenses. Vendor costs may vary.

We rely on our more than 40 years of experience and our franchisees' experience, as well as industry trade data, to compile these estimates. You should review these figures carefully with a business advisor, accountant or attorney before making any decision to purchase the franchise.

ITEM 8

Restrictions on Sources of Products and Services

In order to ensure a uniform image and uniform quality of products and services throughout the WILD BIRDS UNLIMITED System, you must maintain and comply with our quality standards. Although you are not required to purchase or lease real estate from us, we must consent to the location of your Store. You must construct and equip your Store in accordance with our then current approved design, specifications and standards ("Equipment and Furnishings" as defined in Section 4.03 of the Franchise Agreement). In addition to meeting our design specifications and standards, it is your responsibility to ensure that your building plans comply with the Americans With Disabilities Act and all other federal, state and local laws.

Except as noted below, while you are not required to purchase all approved products from designated suppliers only, your sources must supply the approved products in accordance with our standards and specifications. The purpose of this requirement is to ensure that all franchisees adhere to the uniformity requirements and quality standards associated with WILD BIRDS UNLIMITED Stores. You must remain current with all obligations owed to all suppliers.

From time to time, we may designate a single supplier for a product or service, and that single supplier may be us, an affiliate, or a third party. You must pay the then-current price in effect for any purchases from us or our affiliates. For example, we require that you begin operations of your WILD BIRDS UNLIMITED Store with an approved Point of Sale ("POS") software that we specify. As of the date of this Disclosure Document, the current approved POS software is ERPLY. You must select (from an approved equipment list of computer models and peripherals that we provide to you) and purchase the minimum required POS equipment, which includes computers, receipt printer, barcode scanner, cash drawer, pole display (if the state in which your Store will be located requires it), item label printer power supplies, and other ancillary equipment, including, but not limited to, flashdrives and cabling. We require that all POS hardware be purchased from CDW, with the assistance of the Wild Birds Unlimited Information Systems department. With each POS system, we may require that one of our installation and training technicians will come on-site to your Store to install the POS system and provide you training on the POS software system, although the ERPLY POS System training will mostly be accomplished through

our online ERPLY POS Resource Center. Prior to implementing the ERPLY POS System, you will be required to sign the ERPLY POS Authorization and Participation Agreement (in the form attached as Exhibit N-1) and the ERPLY POS Software-As-A-Service Agreement (in the form attached as Exhibit N-2).

We are the only supplier for the software used with the MyWBU Store and the following suppliers currently are the only available source of supply for the specific products and services noted below: (a) Givex USA Corporation (gift card processing and operational support services for our gift card program); (b) 3C (store fixtures); (c) Fast Signs (retail signs); (d) Point of Sale, Inc., Microsoft, Intuit, CDW and Retail Information Technology Enterprises (RITE) (Store POS and backroom computer/software), as described above; (e) Land's End Business Outfitters (staff apparel); (f) Keltner (WBU-branded promotional items); (g) Howard Packaging (shopping bags and boxes); (h) Sun Coast Packaging (seed bags); (i) Salesforce Marketing Cloud (store email marketing and digital marketing); (j) The Franchise Builders, Inc. (sole supplier of Store website); (k) Accurate Financial Services (bookkeeping services); and (l) Printcomm (gift cards and Daily Savings Club applications).

You must participate in our Daily Savings Club® Loyalty Program (the "Program"). Under the Program, you will purchase various items from various approved vendors, including customer application forms and a display fixture (See also item 6). We have the right to modify the participation criteria or discontinue the Program altogether upon 30 days' written notice to you.

You must participate in our Gift Card Program (the "GC Program"). Under the GC Program, you will purchase various items from various approved vendors, including gift cards, gift card envelopes and gift card presenters and a display fixture. We have the right to modify the participation criteria or discontinue the Program altogether upon 30 days' written notice to you.

We provide you with a list/database of approved suppliers ("Approved Supplier List/Database"). We may revise the Approved Supplier List/Database. We will update and give you the Approved Supplier List/Database as we deem advisable.

As of the date of this disclosure document, except for the MyWBU Store software noted above, neither we nor any of our affiliates are the only approved supplier of any products or services that franchisees are required to purchase or lease, although we and our affiliates reserve the right to become the sole supplier of other products or services in the future.

You are encouraged to use our approved suppliers as these have been identified as suppliers who meet our approval specifications, except for instances where we have designated a single source only. We do not charge any fee for approval of new suppliers. In determining whether to approve a supplier, we review product samples of the merchandise that the supplier offers, its sales terms and conditions, and other relevant factors. We will usually inform you of our decision within 30 days of the day we have received all information we requested. Many of our approved suppliers are able to supply their products throughout North America while others are limited to a regional area of distribution. The supplier and merchandise must meet basic requirements to obtain our approval. We will notify you in writing (including through written postings on our Intranet) or by e-mail if we revoke our approval of any supplier. We do encourage you to seek out and test new suppliers and products that match and improve the WILD BIRDS UNLIMITED merchandise mix. In the event that you have success with these new suppliers and products, we would like you to inform us so that we can consider approving them for the

WILD BIRDS UNLIMITED System. You may only purchase bird food, seed and seed blends from our approved suppliers.

Designated approved suppliers who supply private label merchandise, retailing supplies and computer software/systems to our franchisees pay us service fees which reimburse costs associated with patent and trademark licensing and protection, research and development of the products and support materials, service of software/systems to franchisees, required reporting and registration fees and the administration of the supplier relationship. These licensed suppliers pay us between 1% and 12% of the sales they make to our franchisees. During our 2022 fiscal year we derived revenues of $2,198,010 from franchisee purchases of products and services from approved suppliers, or 11.9% of our total revenues of $18,432,785, based on our Statement of Income for the year ended December 31, 2022.

Except for officers who have ownership in the franchisor, no officer of the franchisor owns an interest in any approved supplier as of the date of this Disclosure Document.

There currently are no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price terms), for the benefit of the franchise system. We do not provide material benefits to you (for example, renewal or granting additional franchises) based upon your purchase of particular products or services or use of particular suppliers.

During our 2022 fiscal year, we derived revenues of $771,489 from franchisee purchases of products for the MyWBU Store Program and point of sale software and installation and maintenance, or 4.2% of our total revenues of $18,432,785, based on our Statement of Income for the year ended December 31, 2022.

If you occupy the premises under a lease, you must, before signing that lease, furnish us with a copy of the lease which must include the following terms and conditions:

a. provision permitting you to fulfill the termination requirements which we impose upon you in Section 12.02 of the Franchise Agreement; and

b. provision which allows us to assume your obligations under the lease when your franchise terminates.

In addition to the requirements described above, you must obtain and maintain, at your own expense, insurance coverage and meet other insurance-related obligations. The costs and coverage may vary depending upon the insurance carrier charges, terms of payment and your history. As of the date of this disclosure document, we require you to maintain, at a minimum, the following insurance:

(a) Comprehensive General Liability insurance, Broad Form Contractual Liability insurance, and Product Liability insurance (including Automobile Liability for all owned, non-owned and rented vehicles used in the business) against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Store or otherwise in conjunction with the conduct of your business pursuant to this Agreement. The coverage to be maintained must aggregate $2,000,000. The coverage must be carried under one or more policies of insurance containing minimum liability protection of $1,000,000 per person per occurrence for bodily and personal injury and death and $1,000,000 per

occurrence for property damage (or such greater amounts or such additional coverage as may be required by the lease for the premises of your Store);

(b) Property insurance keeping the premises of your Store and its contents insured against loss or damage by fire and such other risks covered in the Standard Extended Coverage Endorsement, in an amount not less than 100% of the full replacement cost of such assets;

(c) Statutory Worker's Compensation with Employer's Liability limits of at least $500,000 by Accident, $500,000 Disease Policy Limit and $500,000 by Disease Each Accident, Unemployment Compensation, Disability Insurance, Social Security and other insurance coverage in such amounts as are now or in the future required by any applicable law;

(d) Cyber Liability of $1,000,000, including but not limited to all data breaches, identity thefts, phishing attacks, social engineering, ransomware and data response/crisis management expenses; and

(e) Insurance coverage against loss of Business Income, including Extra Expense for Actual Loss Sustained up to 12 months if available or at least 50% of your annual gross revenues if not. This policy must also include an Extended Period of Indemnity of not less than 180 days.

We also recommend that you obtain (i) an umbrella liability policy of at least $1,000,000 to apply in excess of the commercial general liability, auto liability and employer's liability policy limits, and (ii) Employment Practices Liability of at least $1,000,000, including 3rd party coverage for harassment and discrimination of non-employees and including Wage & Hour Defense limit of $100,000.

The insurance policy or policies must be written by an insurance company acceptable to us, with an A.M. Best Rating of not less than A-VII and must name us as an additional insured on all liability policies and must contain a waiver of the insurance company's right of subrogation against us and be primary and non-contributory to any insurance we might carry. We may increase the minimum coverage and policy limits and add to or change the types of required coverage and you must comply with such new requirements promptly upon receipt of our notice to you. You must deliver certificates (or copies) of all required insurance to us. You also must deliver to us evidence of payment of all insurance premiums. All insurance policies must provide for notice to us of any cancellation, termination or non-renewal 30 days prior to termination or non-renewal of coverage and for our right to cure any default in payment of premiums within 10 days after written notice. We do not have any duty to cure such default, but if we do cure the default, we have the right to charge you the cost of curing the default, together with a reasonable fee for our expenses, which charges you must pay immediately upon notice. Your obligation to obtain and maintain the insurance in the amounts specified will not be limited by reason of any insurance that we may maintain. Your maintenance of the required insurance will not relieve you of liability under the Franchise Agreement's indemnity obligations.

We estimate that the purchase or lease of signs, fixtures, products, supplies, and advertising and sales promotion materials that meet our specifications and standards will represent approximately 65% to 85% of the cost to establish your Store and 50% to 75% of the cost to operate your Store.

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 in this Disclosure Document.

	Obligation	Section in Franchise Agreement or Reservation Agreement*	Item in Disclosure Document
a.	Site Selection & acquisition/lease	Sections 4.01 & 4.02 Reservation Agreement: Section 4	Items 7 & 11
b.	Pre-opening purchases/leases	Sections 4.03, 4.05 & Article 5	Item 8
c.	Site development & other pre-opening requirements	Not Applicable Reservation Agreement: Section 4	Items 6, 7 & 11
d.	Initial & ongoing training	Sections 6.03	Item 6, 7 & 11
e.	Opening	Section 4.02	Item 11
f.	Fees	Article 7 Reservation Agreement: Sections 3.1, 3.2, 3.3 & 5	Items 5, 6 & 7
g.	Compliance with standards & policies/ operating manuals	Articles 4, 5 & 6	Item 11
h.	Trademarks & proprietary information	Article 11	Items 13 & 14
i.	Restrictions on products/services offered	Article 5	Items 8, 11 & 16
j.	Warranty & customer service requirements	Not Applicable	Item 11
k.	Territorial development & sales quotas	Not Applicable Reservation Agreement: Section 1	Item 12
l.	Ongoing product/service purchases	Article 5	Item 8
m.	Maintenance, appearance & remodeling requirements	Sections 3.02, 4.02, 4.04	Item 11
n.	Insurance	Section 10.02, 10.03 & 10.04	Items 6, 7 & 8
o.	Advertising	Section 7.04 & Article 8	Items 6, 7 & 11
p.	Indemnification	Sections 10.01 & 11.05	Item 6
q.	Owner's participation/ management/staffing	Sections 2.04 & 6.04	Items 11 & 15

	Obligation	Section in Franchise Agreement or Reservation Agreement*	Item in Disclosure Document
r.	Records/reports	Article 9	Item 6
s.	Inspections/audits	Sections 9.02, 9.03 & 9.05	Items 6 & 11
t.	Transfer	Article 14	Item 17
u.	Renewal	Section 3.02	Item 17
v.	Post-termination obligations	Sections 11.05, 11.07, 11.08, 12.02 & Article 13 Reservation Agreement: Sections 6 & 7	Item 17
w.	Non-competition covenants	Sections 11.08 & Article 13	Item 17
x.	Dispute resolution	Sections 15.01, 15.02, 16.11 & 16.12 Reservation Agreement: Section 9	Item 17
y.	Other	Not Applicable	Not Applicable

*Unless otherwise noted, section or article references refer to the Franchise Agreement.

ITEM 10

Financing

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

ITEM 11

Franchisor's Assistance, Advertising, Computer Systems and Training

Except as disclosed below, Wild Birds Unlimited is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Store, we must provide the following assistance to you:

1) Provide you with a Designated Territory (Franchise Agreement, Section 2.02).

2) Assist you in selecting a business site. We will provide you with site selection criteria and guidance regarding what information to gather and how to compare alternative site choices. We will help you choose your site, but the final choice will be up to you (Franchise Agreement, Section 2.05(b)).

3) Accept or reject your proposed site. We will not unreasonably withhold acceptance. (Franchise Agreement, Section 4.01.) If you are unable to acquire a Store site and you do not open your Store within six months of signing the Franchise Agreement, or if you and we cannot agree on a Store site, it is a breach of the Franchise Agreement and a basis for termination unless otherwise agreed in writing by

us. We have previously agreed to extend this period because of delays incurred by a franchisee beyond his or her control.

4) Provide you with specifications and advice for the layout, decor, equipment, furnishings and signs then being recommended to be identified as a WILD BIRDS UNLIMITED Stores. (Franchise Agreement, Sections 1.05(c), 4.02, & 4.03).

5) Provide you with access to our Operating Handbooks containing information including the standards, specifications, authorized products and services, and operating procedures. The current Operating Handbooks Table of Contents is attached to this Disclosure Document as Exhibit J. As of the date of this Disclosure Document, the Operating Handbooks contain 624 pages. (Franchise Agreement, Section 6.01).

6) Provide you with training. You must attend and complete to our satisfaction our initial WILD BIRDS UNLIMITED Store training program at a location we designate. Currently, we conduct this training at our Franchise Support Center in Carmel, Indiana. This training will cover all aspects of operating a WILD BIRDS UNLIMITED Store, including ordering, receiving, budgeting, selling, merchandising marketing, human resources and basic knowledge about the hobby of bird feeding. (Franchise Agreement, Section 6.03.) We anticipate that new store training classes will be based on the use of Microsoft Windows 10 or later version if Microsoft Windows 10 is not available for purchase and QuickBooks Desktop Pro Plus 2022. If you are not already proficient in the use of these software programs, you must be trained by a third party in Microsoft Windows 10 or later version if Microsoft Windows 10 is not available for purchase, MS Excel, and MS Word before the training session begins. Our training course will not train the basic knowledge of these programs; rather, it will train the use of these programs in the operation of a WILD BIRDS UNLIMITED Store. Before attending this training at our Franchise Support Center in Carmel, Indiana, you must have basic working knowledge of internet web browsers and the use of email services.

7) Provide you with a list of approved suppliers and merchandise recommendations of bird feeders, bird seed, nature items and other required supplies. (Franchise Agreement, Section 2.05(f)).

Continuing Obligations

During the ongoing operation of your Store, we must provide the following assistance at no additional cost to you:

1) Provide a Business Coach to advise you in the operation of your store including sales techniques, store management and operations and bookkeeping (Franchise Agreement, Section 2.05(h)).

2) Provide continuing consultation and periodic inspections and evaluations of your Store operations (Franchise Agreement, Section 2.05(i)).

3) In addition, we may make suggestions to you with regard to your pricing policies. Any list or schedule of prices we furnish to you may, unless otherwise specifically stated, be treated as a recommendation only and failure to accept or implement any such suggestion will not in any way affect the relationship between you and us. Although you generally have the right to establish prices for the products and services you sell, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law. We also will provide you, and to the extent

permitted by applicable law, you must comply with, our Minimum Advertised Pricing policy applicable to our MyWBU Store platform (Franchise Agreement, Section 6.07).

Advertising

As of the date of this Disclosure Document, you pay a National Contribution of 1% of your Store's Gross Sales into the WILD BIRDS UNLIMITED Advertising Fund. We have the right to increase this percentage up to 2% of your Store's Gross Sales, upon 60 days' notice to you. We established the WILD BIRDS UNLIMITED Advertising Fund in April 1997.

We administer the WILD BIRDS UNLIMITED Advertising Fund. The WILD BIRDS UNLIMITED Advertising Fund is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the fund. The WILD BIRDS UNLIMITED Advertising Fund was audited as part of our fiscal year 2022 audited financial statements. Upon written request, you have the opportunity to review the audited financial statements, or obtain an accounting of our use of the funds. We may use the Fund for: (1) broadcast, print, digital or other advertising; (2) the creation, development and production of marketing, advertising and promotional materials, including ad radio, videos, direct mail pieces, digital advertising collateral and other print advertising; (3) any marketing or related research and development; (4) developing, maintaining and hosting the WILD BIRDS UNLIMITED website, extranet and intranet system and any other online communication systems; and (5) advertising and marketing expenses, including product research and development, services provided by advertising agencies, public relations firms or other marketing, research or consulting firms or agencies and administrative and overhead costs and salaries for marketing support personnel. We have established a WILD BIRDS UNLIMITED Advertising Council ("WBUAC"). Membership of the WBUAC is comprised of all members of the Franchise Advisory Council ("FAC"). (Members of the FAC are elected as follows: six members are elected by franchisees, two members are appointed by FAC members, and one member is appointed by us.) We may consult with the WBUAC as to advertising and marketing activities. The WBUAC acts as an advisory body and may vote to express their advice or opinion with respect to various advertising and marketing activities. All final decisions regarding the form, content and frequency of advertising and marketing materials are reserved to us. We have the power to form, change or dissolve the WBUAC.

The use of the Fund in the most recent fiscal year was: Production 4.91%, Administrative 2.64%, Media Placement 39.80% and Other 52.65%. The "Other" category included: Corporate Sponsorships 7.14%, Public Relations 0.77%, Email Marketing 9.71%, Intelligent Marketing 9.66%, Customer Surveys 5.06%, Marketing Production Platforms 6.33%, Gift Card Fees 0.21%, Internet 4.21%, Research and Development 2.23%, Miscellaneous/Travel 0.30% and Excess Funds to be carried to next fiscal year 7.03%.

During 2022, we used 2.64% of the Fund to cover administrative costs associated with the WILD BIRDS UNLIMITED Advertising Fund. The Fund is designed to increase brand recognition and provide marketing tools to be used by the WILD BIRDS UNLIMITED Franchise System. We may use the Fund to conduct digital advertising and marketing activities, which may be local, regional or national in scope, but we have no obligation to spend any of the funds in your Designated Territory. If funds are not completely spent in any given fiscal year, those funds are carried over into the next fiscal year. Details regarding how these funds are spent are communicated to you on an annual basis if requested. None of the funds in the WILD BIRDS UNLIMITED Advertising Fund are used for advertising that is principally a solicitation for the sale of franchises.

You also must spend at least 2% of your annual Gross Sales on local advertising. We do not fund any advertising program for the products or the services offered by you. We make advertising material available to you, which is currently developed by our in-house advertising department. You must use the advertising material that is made available on our Intranet site or our designated marketing platform. If you wish to use your own or other advertising material, you must obtain our prior approval before doing so (including but not limited to all electronic media such as the internet). You have the right to make seasonal and regional adjustments to the advertising material provided by us, subject to our approval.

If you are opening a new WILD BIRDS UNLIMITED Store or purchasing an existing WILD BIRDS UNLIMITED Store, upon signing your Franchise Agreement, you will pay us $1,000 for our assistance with developing, customizing, and implementing your grand opening or re-opening advertising campaign. (This fee does not cover the costs associated with the actual placement of advertisements with media outlets, which you will pay directly to the third-party vendors). This fee is waived for existing WILD BIRDS UNLIMITED franchisees opening or acquiring an additional store.

We may require you to submit to us a Quarterly Advertising Report of your advertising expenses no later than 30 days after the end of each calendar quarter or other Advertising campaign specific marketing report that we reasonably require. Currently, you must submit a Monthly Marketing Activity Report, accessible via our Intranet, which tracks your advertising activities for your WILD BIRDS UNLIMITED Store. The Monthly Marketing Activity Report must be submitted to us on or before the 10th day of each month and must include accurate information pertaining to your advertising efforts for your Store during the preceding calendar month.

We may require you to participate in a local or regional advertising cooperative or advertising group. We do not presently require you to participate in any local or regional cooperatives or advertising groups. You may be required to contribute up to 2% of your Store's annual Gross Sales to the cooperative or advertising group, which will be credited toward your local advertising expenditure requirement. The Franchise Agreement does not provide and we do not currently have a plan for determining: (1) how the area or membership of the cooperative or advertising group is defined; (2) who is responsible for administration of the cooperative or advertising group; (3) whether the cooperative or advertising group must operate from written governing documents; or (4) whether cooperatives or advertising groups must prepare annual or periodic financial statements. The Franchise Agreement does give us the power to require that cooperatives or advertising groups be formed, changed or merged.

Back Office Computer System

We require that you buy and use the following software and hardware in the operation of the Store. Our requirement is based on current system needs, and compatibility with computer software that we expect to require in the future. We may alter or amend our system requirements as business needs dictate. Other software programs may be required in the future.

Backroom Software

Microsoft Windows 10 or later version if Microsoft Windows 10 is no longer available for purchase. This is an operating system and utilities software which provides an environment and user interface for executing user applications on PC hardware. In order to operate our web based utilities, Google Chrome

is the web browser that is packaged with this operating system that is required and that all custom software is optimized to use. If you choose to use a different web browser, you do so at a risk of less than optimal experience and minimal support from us. Unless you and the vendor of the software agree otherwise, they have no contractual right or obligation to provide ongoing maintenance, repairs, upgrades or updates. Because the manufacturer has no predetermined schedule for updates and upgrade pricing, we cannot estimate a current annual cost of optional upgrades and updates. Additionally, since this software is purchased on an "off the shelf basis," the cost of optional maintenance and support contracts is likely to be prohibitive. We have not approved any other compatible equivalent component or program to perform the same functions. This software is the proprietary property of Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-6399. We have used the prior version of this software since May of 1995. We have used and recommended MS Windows to franchisees since August of 1995.

Microsoft Office 365 for Windows. The software set contains Microsoft Word, a word processing program used to create letters, memos, reports, newsletters, signs and other types of documentation, Microsoft Excel, a spreadsheet program used to perform many different types of numerical calculations and manipulations and to create various report forms for numerical information, and Microsoft PowerPoint, to create slideshow presentations. Unless you and the vendor of the software agree otherwise, they have no contractual right or obligation to provide ongoing maintenance, repairs, upgrades or updates. Because the manufacturer has no predetermined schedule for updates and upgrade pricing, we cannot estimate a current annual cost of optional upgrades and updates. Additionally, since this software is purchased on an "off the shelf basis," the cost of optional maintenance and support contracts is likely to be prohibitive. We have not approved any other compatible equivalent component or program to perform the same functions. This software is the proprietary property of Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-6399. We have used the prior version of this software since May of 1995. We have used and recommended Microsoft Office to franchisees since August of 1995.

QuickBooks Desktop Pro Plus 2022 or later for Windows. This is a software application that is used for most facets of small business check writing, accounting and financial analysis. Unless you and the vendor of the software agree otherwise, they have no contractual right or obligation to provide ongoing maintenance, repairs, upgrades or updates. Because the manufacturer has no predetermined schedule for updates and upgrade pricing, we cannot estimate a current annual cost of optional upgrades and updates. Additionally, since this software is purchased on an "off the shelf basis," the cost of optional maintenance and support contracts is likely to be prohibitive. We have not approved any other compatible equivalent component or program to perform the same functions; however, we may authorize the use of other accounting software if it more closely meets your specific needs. This software is the proprietary property of Intuit, 2650 E. Elvira, Suite 100, Tucson, Arizona 85706. We have used the prior versions of this software since October of 1994, and we first recommended it to franchisees in May of 1995. We anticipate transitioning to QuickBooks Online sometime in 2023 although we will not require franchisees to migrate to QuickBooks Online before the expiration of their then-current annual QuickBooks Desktop subscription.

Hardware

To operate this software, we require that you use hardware from an approved equipment list that we will provide, which hardware must include at least a Microsoft Windows based PC, Intel Core i5 (or comparable processor), 4 GB Memory, 500 GB hard disk, 17-inch color monitor, and color printer. The

hardware must be purchased from an approved computer equipment distributor that we designate, and it may be pre-loaded with our custom software (such as MyWBU, ERPLY, Sales Force Marketing Cloud utilities, etc.).

You have no specific contractual obligation to upgrade or update any hardware component or software program during the term of the Franchise Agreement. We do reserve the right to modify system standards as reflected in the Operating Handbooks. This modification of system standards may require that you upgrade or update your computer hardware to accommodate the then-current system software requirements.

We are not contractually obligated to provide to you or assist you to obtain or train in the use of these software packages or any hardware necessary to run them. We do provide you with approved sources from which you may purchase the software and hardware and from which you may receive training.

We have the unlimited right to access the information regarding your franchise operations contained in your computer system.

We currently have an internal electronic network (i.e., Intranet) that facilitates electronic communication among us and the WILD BIRDS UNLIMITED Franchisees. Use of that Intranet is subject to our then-current policies and procedures, and we reserve the right to restrict or terminate access of any user.

You must have internet broadband in your store to operate your computer systems. It is recommended that you have a minimum transmission rate of 10 MB per second of internet speed.

Display Computer

We recommend that you buy and use a laptop computer to play a series of videos on your front room 55-inch television. We recommend that you purchase a Microsoft Windows based laptop, Intel Core i5 (or comparable processor), 4 GB Memory, 500 GB hard drive with an HDMI outlet to connect to the 55-inch television. We recommend that you have a hard wire internet connection from this display computer to stream video content to your front room 55-inch television. You may choose to purchase a 55-inch Smart TV that has a computer embedded in it that can replace the need for this Display Computer.

Point of Sale System

You are required to use ERPLY as your point of sale system. ERPLY is a cloud-based Software-As-A-Service POS system platform. ERPLY is provided by Point of Sale, Inc., 302 West 37th Street, Floor 6, New York, NY 10018. In order to operate this software, we will require that you use equipment from a list of approved brands and models that we provide. We will require that all Point of Sale hardware (including computer CPU (central processing unit), a color monitor, receipt printer, cash drawer, bar code scanner, barcode label printer, and custom keyboard) be purchased through our approved suppliers unless pre-authorized by us in advance and in writing. You must pay us a one-time ERPLY Installation Fee of $3,200 (which we may discount as noted in Item 5). All franchisees must also pay us (a) a one-time, non-refundable ERPLY Implementation Fee of $499, which we will pass onto the ERPLY supplier (Point of Sale, Inc.), and (b) a monthly then-current POS Technology Fee (currently $300) for the use of ERPLY, which fee includes the MyWBU then-current license fee (currently $100). Prior to implementing the ERPLY POS System, you will be required to sign the ERPLY POS Authorization and Participation

Agreement (in the form attached as Exhibit N-1) and the ERPLY POS Software-As-A-Service Agreement (in the form attached as Exhibit N-2).

We reserve the right to change the Point of Sale software and hardware requirements to suit the needs of our system.

Site Selection

You have 6 months after you sign a Reservation Agreement to obtain our acceptance of the site you select within your Designated Territory. We do not own premises that are then leased to you. The lease may be signed once our acceptance is obtained. The factors which we will consider in accepting or rejecting your proposed site include: the demographic characteristics of the proposed site; traffic patterns; parking; the predominant character of the neighborhood; the proximity to other businesses, including other WILD BIRDS UNLIMITED Stores; the purchase price or rental obligations and other lease terms for the proposed location; and the size, appearance, other physical characteristics of premises and the Company's assessment based on its on-site review of the proposed location. You may extend the term of the Reservation Agreement for an additional 6 months by paying to us an additional reservation fee.

You must sign a lease for your Store within 6 months of signing the Franchise Agreement. If we do not accept the site you propose, we will permit you to examine alternative areas for your site. We have found the typical length of time between the signing of the Franchise Agreement and the opening of the Store varies from 45 to 120 days. Factors affecting this length of time may include finding an acceptable location, obtaining financing arrangements, local ordinance compliance, necessary remodeling time and delivery and installation of equipment, signs and inventory. We may terminate the Franchise Agreement if you fail to locate an acceptable site for the Store.

Training

Our initial training program consists of a combination of in-person and virtual classroom components and an on-site component. Specifically, you must attend and successfully complete our three-day training program at our training facility in Carmel, Indiana, complete twenty-four hours of online training modules, nine hours of personal training with a new owner development coach, eight hours of virtual classroom training, which we refer to as Just In Time training (spread over a four week period of time) and a separate five-day in-store training program at our Indianapolis, Indiana, franchised Store location or at another preapproved WILD BIRDS UNLIMITED Training Store ("Training Store"). If you are purchasing an existing WILD BIRDS UNLIMITED Store, you may conduct your in-store training in the store that you are purchasing if that store is a Training Store. If the existing store is not a Training Store, you must conduct your in-store training in a Training Store. If you are purchasing a new location, this in-store training will take place after you have signed your Franchise Agreement but before you have opened your Store. If you are purchasing an existing location, you must attend the next scheduled classroom training and conduct your in-store training at a Training Store within 90 days of signing your Franchise Agreement. Training is also available to any other individual who will be principally involved in the operation of your business, when they attend the training with you, i.e., the franchisee (if franchisee is an individual) or franchisee owner (if franchisee is an entity). Anyone receiving training who is not a franchisee or a guarantor of a franchise agreement must sign a confidentiality agreement.

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

You must pay us a $5,000 training fee. You also must pay for all travel, meal and lodging expenses which you incur by participating in the training program.

We regularly conduct additional training programs and refresher courses on selected topics at no additional cost to you. These programs take place at our annual national franchise conference. You are not required to attend these meetings except for your first year as a WILD BIRDS UNLIMITED franchisee; however, you are strongly encouraged to attend as changes and improvements in the retail operating system are best learned by attending these meetings.

After you have successfully completed the training program, we assign to you Franchise Support Center staff who specialize in training new owners and will provide you with support through your first year of operation.

We encourage you to sign your Franchise Agreement at least three weeks prior to attending the training program. This will allow you to review some of the training handbooks and prepare for the training program.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Complete 17 Online WBU Learning (OWL) online courses on Product, Financial Management and Customer Experience training	20	0	Remote via the Wild Birds Unlimited Intranet and Online Learning Platform
Financial Management	4	N/A	Wild Birds Unlimited Franchise Support Center in Carmel, IN or virtual training
Customer Service & Selling	5	19	Wild Birds Unlimited Franchise Support Center in Carmel, IN or virtual training & at a pre-approved Wild Birds Unlimited Training Store

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Managing Tools and Reports, Daily Operations & Wild Birds Unlimited Tools	13	5	Wild Birds Unlimited Franchise Support Center in Carmel, IN or virtual training & at a pre-approved Wild Birds Unlimited Training Store
Point of Sale System	6	8	In your store location & at a pre-approved Wild Birds Unlimited Training Store
Leadership Training	4	4	Wild Birds Unlimited Franchise Support Center in Carmel, IN or virtual training
Visual Merchandising & Store Layout	2	1	Wild Birds Unlimited Franchise Support Center in Carmel, IN or virtual training
Marketing/Promotion/Community Involvement	8	1	Wild Birds Unlimited Franchise Support Center in Carmel, IN or virtual training
Product and Hobby Education	8	5	Wild Birds Unlimited Franchise Support Center in Carmel, IN or virtual training & at a pre-approved Wild Birds Unlimited Training Store
Purchasing & Product Selection	1.5	1	Wild Birds Unlimited Franchise Support Center in Carmel, IN or virtual training
MyWBU Store (ecommerce platform)	1.5	1	Wild Birds Unlimited Franchise Support Center in Carmel, IN or virtual training
Totals	73	45	

The Training Program is held approximately 4 times per year or whenever minimum class sizes are achieved.

Members of our Training Department, including, but not limited to, our Training Manager and Instructional Designer, Casey Helmberger, will oversee New Owner Training. Ms. Helmberger has lead our Training Classes since 2014. Other members of our Training Department have experience in the relevant subject matter ranging from 1 year to 40 years, with 1 year to 40 years of such experience with us. Scott Prill, Vice President of Franchisee Communications & Training, is responsible for ensuring the content of classroom/virtual and on the job training is in alignment with our overall strategy and best practices for owning and operating a Wild Birds Unlimited store. Scott Prill has been in this role with us since February 2020. See also Item 2 for additional information about Mr. Prill's experience.

A Business Coach will be responsible for the ongoing support of new owners.

Instructional materials will include any or all of the following: (1) Operations Manual; (2) Accounting Handbook; (3) Product Information Handbook; (4) Store Development Handbook; (5) Daily Savings Club Operations Guide; (6) MyWBU Store Handbook; and (7) FeederScaping® Handbook (collectively, the "Operating Handbooks").

Annual Conference

You are required to attend the Annual Conference during your first year of operation and pay the Annual Conference registration fee regardless of whether you attend. You will also be responsible for all costs and expenses associated with travel, lodging, food and other similar expenses associated with your attendance at the Annual Conference. If you fail to register and attend the Annual Conference, you will be charged a conference non-attendee fee of $500. If you are renewing an existing Franchise Agreement, you are required to attend the next Annual Conference after your date of renewal.

ITEM 12

Territory

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Under the Franchise Agreement, we grant you a protected territory described in Appendix A to the Franchise Agreement (the "Designated Territory"). As long as you are not in default of the Franchise Agreement, we will not establish or grant a franchise to establish other retail "brick and mortar" stores using our trademark or trade name that are geographically located within your Designated Territory.

Your Designated Territory may be smaller than your Reserved Territory under the Reservation Agreement. The size of the Designated Territory will range from a portion of a metropolitan statistical area in a heavily populated city to one or more counties in a rural area. The Franchise Agreement also states the specific location of the store within your Designated Territory. Upon our express written approval, you may temporarily operate an additional location within your Designated Territory.

We and our affiliates reserve all other rights not specifically granted to you under the Franchise Agreement, including the right to:

(i) grant other franchises or develop and operate company or affiliate owned WILD BIRDS UNLIMITED stores outside of the Designated Territory, regardless of their proximity to the

Designated Territory or your Store, or their actual or threatened impact on your sales at your Store;

(ii) offer, sell or distribute any products or services associated with the System (now or in the future) under the Marks or any other trademarks, service marks or trade names or through any distribution channel or method, within or outside the Designated Territory;

(iii) acquire the assets or ownership interests of one or more businesses, including businesses providing products and services similar to those provided at the WILD BIRDS UNLIMITED stores, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Designated Territory); and

(iv) be acquired (in whole or in part and regardless of the form of transaction) by another business, including a business providing products and services similar to those provided at the WILD BIRDS UNLIMITED stores, and even if such business operates, franchises and/or licenses a business(es) that competes with you in the Designated Territory.

We may establish other channels of distribution, including the Internet, mail order catalogs, within your Designated Territory, for the products and services offered by you under the Marks, or for similar products and services under other trademarks, service marks or trade names. You may not market or receive orders for your Store by means of the Internet (including, specifically, any current or future electronic mechanism that promotes, enhances or offers social networking access or opportunities) or catalogs without our prior written approval, except through the MyWBU Store. We are not required to pay you if we exercise any of the rights specified above inside your Designated Territory.

The online platform available for your participation is the MyWBU Store. Participation in the platform is mandatory. Participation in the MyWBU Store requires that you accept and fulfill online product and services orders via the MyWBU Store and provide product delivery and product Store pick up services or other approved services to your customers. A franchisee's MyWBU Store will be able to accept customer orders regardless of where the customer is located (whether inside or outside the Territory), and so you may lose sales as a result of a neighboring franchisee's participation in the MyWBU Store program. In addition, another franchisee may provide approved onsite services to a customer located in your Designated Territory, without any obligation to compensate you.

We previously offered to existing franchisees the opportunity to operate, on a test basis, a small-sized WILD BIRDS UNLIMITED outlet, such as a kiosk or a gift shop, located within a nature center (such as a state or city park) or other appropriate retail outlet (such as a garden center). The outlet offered a selection of WILD BIRDS UNLIMITED merchandise. Although we no longer promote this test program, five test locations remain open and operating.

If the lease for the premises of your store expires or terminates through no fault of yours, or if in your and our judgment there is a change in the character of the location of your store sufficiently detrimental to its business potential to warrant its relocation, we will grant permission for its relocation. We must approve the relocation site.

If you wish to establish an additional franchise within your Designated Territory, you must obtain our permission. In determining whether to grant our approval, we will consider variables such as market viability and your ability to finance and operate the additional franchise.

The Franchise Agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises within your Designated Territory or areas contiguous to your Designated Territory. However, we may agree to grant you such an option according to the terms of the Reservation Agreement.

As long as you are not in default of the Franchise Agreement, the continuation of your territorial protection does not depend upon your achieving a certain sales volume, market penetration or other contingency.

It is understood that customers that reside in your Designated Territory may, from you or from any other WILD BIRDS UNLIMITED franchisee or store, including stores located in designated territories assigned to other WILD BIRDS UNLIMITED franchisees: view or receive marketing materials, purchase WILD BIRDS UNLIMITED merchandise, arrange for merchandise delivery to their home or business, and arrange for on-site consultation services at their home or business. Customers may order and purchase products or services from any online or physical WILD BIRDS UNLIMITED store regardless of location and may receive marketing materials, products and services from any such online or physical WILD BIRDS UNLIMITED store. We do not restrict you from servicing customers located outside of your Designated Territory, but you do not have the right to use other channels of distribution to make sales outside your Designated Territory (except through the MyWBU Store or onsite services at customer's location that the customer purchased at your Store or through the MyWBU Store, as noted above).

In determining where to locate a store within your Designated Territory, you should be aware that designated territories will sometimes abut one another. In those cases, franchised stores could be located in close proximity to one another, if the stores are located near their common territory boundary. For this reason, you should investigate the location of stores within neighboring designated territories in making a site selection.

It is understood that the media in which a WILD BIRDS UNLIMITED store outside of your Designated Territory advertises may be distributed or otherwise enter into your Designated Territory. You recognize that we have no control over the distribution and reach of such media and cannot prohibit a franchisee from placing advertising in any media that might reach into your Designated Territory.

ITEM 13

Trademarks

The Franchise Agreement licenses you to use the WILD BIRDS UNLIMITED service mark, as well as other trademarks, service marks, trade names, trade dress and commercial symbols (collectively, the "Marks"). These Marks are identified in Appendix B to the Franchise Agreement, as amended from time to time. WILD BIRDS UNLIMITED is the owner of the WILD BIRDS UNLIMITED service mark and claims common law trademark rights for all of the Marks. WILD BIRDS UNLIMITED has filed or intends to file all required affidavits and renewals of the Marks listed below.

Principal Trademarks	Trademark Type	U.S. Reg. No.	Principal/ Supplemental Register	Registration Date
WILD BIRDS UNLIMITED	Word	1,307,988	Principal	12/4/84
WILD BIRDS UNLIMITED	Word	1,691,873	Principal	6/9/92
	Design	2,279,535	Principal	9/21/99

There are no agreements currently in effect that significantly limit our right to use or license the use of our Marks in a manner material to you.

There are no presently effective determinations of the USPTO, the Canadian Intellectual Property Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, or any pending interference, opposition or cancellation proceeding, or any pending material litigation involving our Marks. There are no infringing uses actually known to us which could materially affect your use of our Marks.

You must promptly notify us in writing of any claim, demand, or suit based upon or arising from, or of any attempt by any other person, firm or corporation to use our licensed Marks or any trademark, service mark, symbol, trade name, copyright, or colorable variation of it, in which we have a proprietary interest. You must promptly notify us in writing of any litigation instituted by you, or by any person, firm, corporation or governmental agency against you. If we undertake the defense or prosecution of any litigation, you must sign all documents and do all things as may, in the opinion of our counsel, be necessary to carry out this defense or prosecution, either in the name of WILD BIRDS UNLIMITED or you, as we elect.

If we decide at any time that you should modify or discontinue use of any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our decision within a reasonable time after receiving notice of that decision. Your right to use the marks is derived solely from the Franchise Agreement and is limited to the conduct of your business under the Franchise Agreement and all applicable specifications and operating procedures required of you during the term of your Franchise Agreement. All usage of the Marks by you and any goodwill established by that usage will inure to the exclusive benefit of us. You may not, at any time, during the term of the Franchise Agreement or after its termination or expiration, contest the validity or ownership of any of our Marks or assist any other person in contesting the validity or ownership of any of our Marks.

All provisions of the Franchise Agreement applicable to our Marks will apply to any additional trademarks, service marks, logo forms and commercial symbols authorized for use by and licensed to you after this time in relation to the Franchise.

You must use the WILD BIRDS UNLIMITED Mark as the sole identification of your Store, and you must identify yourself as the independent owner of the Store in the manner required by us. You may not use any Mark as part of any corporate name or with any prefix, suffix or other modifying words or designs, or in any modified form, nor may you use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by us.

ITEM 14

Patents, Copyrights and Proprietary Information

We own the following patent: U.S. Patent D655,462 ("Animal Tray Feeder"), issued on March 6, 2012. This patent is for specially designed bird feeding products which are currently sold only through WILD BIRDS UNLIMITED Stores. Our franchisees, while not being granted a license to use the patent, are currently the exclusive retail source for these products. Except as noted above, we have no patents or pending patent applications that are material to the franchised business being sold.

There are six copyrights currently registered that are material to the franchise: U.S. Copyright VA 1-890-818 ("Rascal the Raccoon seed cylinder"), issued on May 20, 2013; U.S. Copyright VA 1-834-120 ("Hoot the Owl seed cylinder"), issued on August 3, 2012; U.S. Copyright VA 1-834-121 ("Preston the Penguin seed cylinder"), issued on August 13, 2012; U.S. Copyright VA 1-834-123 ("Buttons the Snowman seed cylinder"), issued on August 13, 2012, U.S. Copyright VA 1-928-437 ("Pip the Cat with Squeak the Mouse seed cylinder"), issued on October 24, 2014, and U.S. Copyright VA 1-928-436 ("Sugar the Cat with Honey the Mouse seed cylinder"), issued on October 24, 2014. We also claim copyright ownership and protection for our WILD BIRDS UNLIMITED Franchise Agreement, Operating Handbooks, web site, MyWBU Store, advertising material and certain artwork used in promotional and educational brochures and certain handbooks consisting of marketing plans, vendor and supplier sources, business and employee management techniques, product information, store operating procedures (the "Confidential Information").

There are currently no effective determinations of the Copyright Office (Library of Congress), United States Patent and Trademark Office, Board of Patent Appeals and Interferences, or any court, or any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any patents or copyrights. There are currently no agreements in effect that significantly limit our rights to use or license the use of any patents or copyrights in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the patents or copyrights.

You must notify us of any infringement, challenges or claim related to our patents and/or Copyright Material. We are not required by any agreement to protect or defend our patents, copyrights or confidential information, although we intend to do so when this action is in the best interest of our franchise system. We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify us promptly of any infringement or unauthorized use of the patents or copyrights of which you become aware.

You must keep confidential during and after the term of the Franchise Agreement all proprietary information, including the Operating Handbooks. You and your employees, including any Store Manager, must sign a Confidentiality Agreement, in a form acceptable to us, under which each person

agrees not to divulge any of our Confidential Information. In addition, all of your owners (if the franchisee is an entity) must sign a Confidentiality and Non-Competition Agreement, attached as Appendix C to the Franchise Agreement, under which each person agrees not to divulge any of our Confidential Information or unfairly compete with us. Upon termination of your Franchise Agreement, you must return to us all proprietary information, including but not limited to the Operating Handbooks and all other copyright material. You must notify us immediately if you learn about an unauthorized use of proprietary information. We are not obligated to take any action and we have the sole right to decide the appropriate response to any unauthorized use of proprietary information. You must comply with all changes to the Operating Handbooks at your cost.

ITEM 15

Obligation to Participate in the Actual Operation of the Franchise Business

Your Store must be under your control and supervision, or the control and supervision of a designated manager who has successfully completed our initial training program (the "Store Manager").

If you are an individual, we recommend that you be the fully-trained Store Manager described above. We impose no limitations as to who you may have as a Store Manager, except that the Store Manager must complete training and you must comply with all applicable laws and must not harm the goodwill associated with our franchise systems and our Marks (this may affect who you hire as your Store Manager).

The Store Manager must personally supervise the operations of the Store on a full time basis and he or she may not participate in the active operation or management of any business other that the Store. The Store Manager must be responsible for the fulfillment of all obligations under the Franchise Agreement and is required to sign a confidentiality agreement in a form acceptable to us.

If you are a legal entity, all general partners and all direct and indirect holders of an interest in you exceeding 10% must sign a written agreement with us personally guaranteeing the performance of all of your obligations under the Franchise Agreement.

ITEM 16

Restrictions on What the Franchisee May Sell

Your Store may only offer for sale the types of bird feeders, bird seed and other nature-related products and services that meet the standards and specifications that we establish, although you are not required to obtain our approval for any specific suppliers of those products. We have the right to change our standards and specifications, and there are no limits on our rights to make changes. You must at all times maintain an inventory of approved bird feeders, bird seed and other products, sufficient in quantity and variety to realize the full potential of your Store. Unless you have received our prior written consent and subject to any limitations under applicable law, you must operate your Store at least 6 days per week, and your Store must be open at least 8 hours per day Monday through Saturday with an additional 4 hours per week for a total of 52 hours per week (our recommendation is that those additional 4 hours be on Sunday).

You may not, without our prior written consent, offer any types of products or services not related to the hobby of backyard bird feeding or gardening, nor may your Store be used for any purpose other than the operation of a WILD BIRDS UNLIMITED Store in compliance with the Franchise Agreement. You may only sell bird feeders, bird seed and other products and services to retail customers of your Store (including MyWBU Store) or other WILD BIRDS UNLIMITED Stores. You may not sell to re-sellers or others who will not be the end users of the products without prior written permission from us. In addition, you may not sell these products or services in conjunction with our Marks from any location other than your Store or a temporary site approved by us, or via the MyWBU Store. Any onsite services you provide to customers at the customers' locations (whether such locations are within or outside your Designated Territory) must meet our standards and specifications.

For a description of your restrictions on some purchases, see Item 8 of this Disclosure Document.

Except as noted in this paragraph, we do not impose any restrictions or conditions that limit your access to customers. Except for the MyWBU Store, you may not use other channels of distribution to make sales. In addition, absent our prior approval, which we may grant or deny in our sole business judgment, you may not participate in or use any current or future electronic mechanism that promotes, enhances or offers social networking access or opportunities (such as Facebook, Twitter, Instagram and LinkedIn) and that displays the Marks and/or relates to the Store or the MyWBU Store. We do, however, have a program that permits you to have a Facebook page for your Store, but you must comply with our Social Media standards and guidelines at all times.

ITEM 17

Renewal, Termination, Transfer and Dispute Resolution

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or Reservation Agreement*	Summary
a. Length of the franchise term	Section 3.01 Reservation Agreement: Section 2	Ten years, beginning on the date you sign the Franchise Agreement. 6 months.
b. Renewal or extension of the term	Section 3.02 Reservation Agreement: Section 2	May renew franchise without payment of additional franchise fee for unlimited number of additional 5 year terms. May renew the Reservation Agreement with payment of renewal fee for an additional 6 month term. If you seek to renew your rights under the Franchise Agreement or Reservation Agreement at the

Provision	Section in Franchise or Reservation Agreement*	Summary
		expiration of the term (or any renewal term, if applicable), you may be asked to sign a new agreement that contains terms and conditions materially different from those in your previous agreement, such as different fee requirements and territorial rights.
c. Requirements for franchisee to renew or extend	Section 3.02 Reservation Agreement: Section 2	You must give us written notice of your intent to renew not less than 6 months nor more than 12 months before your franchise agreement expires; you must not be in default under any agreement with us at the time you give notice and you must have substantially complied with the terms and conditions of all such agreements during the term; you must sign our then-current form of franchise agreement within 30 days of receiving it from us; you must make repairs and renovations required by us; you must maintain possession of the premises of your Store or be able to secure and develop a substitute location approved by us; your inventory and services must meet then-current specifications; and except to the extent limited or prohibited by applicable law, you sign a release of any and all claims against us. If we decide not to renew your franchise, we will provide you with notice 120 days before your franchise expires. You must request to renew and we must consent. If you seek to renew your rights under the Franchise Agreement or Reservation Agreement at the expiration of the term (or any renewal term, if applicable), you may be asked to sign a new agreement that contains terms and conditions materially different from those in your previous agreement, such as different fee requirements and territorial rights.
d. Termination by franchisee	Section 12.01(c)	If you notify us of material breach and we don't cure within 30 days, subject to state law.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Sections 12.01	We can terminate only if you default.

	Provision	Section in Franchise or Reservation Agreement*	Summary
g.	"Cause" defined: curable defaults	Section 12.01 (b)	Defaults that can be cured include failure to comply with the Franchise Agreement, failure to pay amounts due and failure to maintain minimum standards, failure to obtain our prior written consent when required and misuse of our trademarks.
h.	"Cause" defined: non-curable defaults	Section 12.01(a)	Defaults that cannot be cured include conviction of a felony, failure to complete our training program, failure to actively operate your Store or abandoning the Store (defined as the failure to continuously operate the Store for a period of 5 or more days), unauthorized assignment of the Franchise Agreement or a Store, disclosure of our confidential information, your bankruptcy whether voluntary or involuntary, failure to submit financial statements twice in a 12-month period, submission of statements that intentionally understate Gross Sales, failure to comply with provisions of the Franchise Agreement four times in a 12-month period, submission of materially misleading information.
i.	Franchisee's obligations upon termination/ non-renewal	Sections 12.02, 12.03, Article 13	Provide us with an accounting of all amounts you owe us and pay us within 15 days of termination; pay us for all damages and expenses relating to the termination; surrender your rights under the Franchise Agreement; cease using our trademarks and confidential information; remove signs from the premises; cancel registrations relating to the use of our Marks; return Operating Handbooks; relinquish your WILD BIRDS UNLIMITED telephone number; distinguish your Store from its former appearance; and cease holding yourself out as our franchisee.
j.	Assignment of contract by franchisor	Section 14.01	No restriction on our right to assign.
k.	"Transfer" by franchisee defined	Section 14.02(a)	Includes voluntary, involuntary, direct or indirect assignment, sale, subdivision, subfranchise or other transfer by you or your owners of all or part of your ownership; includes transfer by merger or consolidation, by issuance of additional securities representing an ownership interest in you, by conversion of a general partnership, by transfer or creation of an interest as a general partner of a partnership, by transfer of an interest in you or in the Franchise Agreement in a divorce proceeding, or in the event of your death or the death of your owner, by will, declaration or a transfer intestate succession.

	Provision	Section in Franchise or Reservation Agreement*	Summary
l.	Franchisor approval of transfer by franchisee	Sections 14.02 (b),(c),(d)	We have the right to approve or disapprove transfers of the Franchise Agreement to any legal entity, but will not unreasonably withhold approval if conditions are satisfied.
m.	Conditions for franchisor approval of transfer	Sections 14.02 (c),(e)	You are current on amounts owed to us; your assignee agrees to complete our training program and pay our then-current training fee; your lessor has agreed to the assignment of your lease; your assignee signs, at our option, an assignment and assumption agreement and other appropriate documents described in § 13.02(c); you or your assignee pays us an assignment fee; you sign a general release and a non-competition covenant; you must subordinate your assignee's obligations to us; the assignee meets our then-current standards for new franchisees generally, including with respect to the assignee's character, business experience, aptitude, and financial resources; you are in full compliance with your obligations under the Franchise Agreement; and the terms of the assignment do not place an undue financial burden on the assignee. If you are a corporation, you must comply with certain restrictions on the transfer of your stock, described in Section 13.02(e) (v).
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.04	Except in the event of a partial ownership change of Franchisee or partial transfer of the Store, we can match any offer for your business.
o.	Franchisor's option to purchase franchisee's business	Section 12.03	We may acquire, upon written notice to you within 30 days of termination, cancellation of expiration of the Franchise Agreement, all or a portion the assets of the franchise, at the lesser of cost or fair market value.
p.	Death or disability of franchisee	Section 14.03(a)	Nothing prevents your spouse or heir succeeding you if the criteria of Section 14 are satisfied; you may transfer your interest by will, declaration of or transfer in trust or by the laws of intestate succession.
q.	Non-competition covenants during the term of the franchise	Section 11.08	No involvement by you or members of your immediate family in any competing business, unless the competing store is operating under a franchise agreement granted by us.

	Provision	Section in Franchise or Reservation Agreement*	Summary
r.	Non-competition covenants after the franchise is terminated or expires	Article 13	No interest in any competing business for 2 years: (i) at your Store location, (ii) within your Designated Territory, or (iii) within a radius of 10 miles of any other WILD BIRDS UNLIMITED Store, unless the other store is owned by you under a franchise agreement granted by us.
s.	Modification of the agreement	Section 16.07(d)	No modifications to the Franchise Agreement except as mutually agreed to in writing by you and us.
t.	Integration/merger clause	Section 16.05	Only terms of the Franchise Agreement are binding (subject to state law). Any statements or promises outside this Disclosure Document and Franchise Agreement may not be enforceable.
u.	Dispute resolution by mediation or arbitration	Section 15.01	Except for certain claims, all disputes must be arbitrated in Indianapolis, Indiana (subject to state law).
v.	Choice of forum	Section 16.12 Reservation Agreement: Section 9	Litigation must be in Hamilton County or Marion County, Indiana (subject to state law). Litigation must be in Hamilton County or Marion County, Indiana (subject to state law).
w.	Choice of law	Section 16.11(1) Reservation Agreement: Section 9	Law of the state in which your Store is located. Law of the state in which Reserved Territory is located.

* Unless otherwise noted, section or article references refer to the Franchise Agreement.

Certain states require franchisors to make additional disclosures related to information contained in this Disclosure Document. If applicable, these additional disclosures will be furnished to you in Exhibit C to this Disclosure Document.

ITEM 18

Public Figures

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

ITEM 19

Financial Performance Representations

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance

information that differs from that included in Item 19 may be given only if (i) a franchisor provides the actual records of an existing outlet you are considering buying, or (ii) 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.

Provided below are five schedules (with multiple charts within some schedules) that set forth certain information regarding Same Store Sales Percent Change (Schedule 1), Gross Sales data (Schedule 2), Cost of Goods Sold data and Wages and Advertising Expenses (Schedule 3), Owner's Cash Flow (Schedule 4) and Daily Savings Club® Customers data (Schedule 5), in each case as reported to us by our U.S. franchisees. Each schedule is described more fully below.

We have compiled the data in this financial performance representation from our U.S. Franchisees' monthly sales reports and annual financial statements submitted to us (the "P&L Statements"). The financial performance information provided for each measurement period excludes all stores that were not operational during the entire measurement period.

The stores included in this financial performance representation range in age from 1 to over 40 years of operation and represent a variety of geographic and demographic circumstances. These variations in circumstances include: (a) the total population of the city in which the store is located ranges from over 700,000 to less than 1,000; (b) a number of the cities in which the stores are located are suburbs of larger metropolitan areas; and (c) some stores located in areas with small populations are in areas with a substantial amount of "tourist" traffic. All of the data is with respect to franchised stores, although as noted in Item 20, two of WBU's officers own and operate a WILD BIRDS UNLIMITED store under a franchise agreement with WBU. The stores listed in this financial performance representation are generally located in neighborhood or regional strip shopping centers or freestanding buildings. Several of the stores operate temporary seasonal kiosks; these sales are included in this Item 19 data.

Definition of Gross Sales: the sales price of all merchandise and services sold, including cash and charge sales of every kind made at the store, and mail, internet or telephone orders received or taken at the store.

This Item 19 does not include data from stores that closed during the time period covered in the financial performance representation. Specifically, this Item 19 excludes data from two franchised stores that closed in 2020, four franchised stores that closed in 2021 and seven franchised stores that closed in 2022; none of the stores that closed in 2020, 2021 or 2022 closed after being open less than 12 months.

SCHEDULE 1 – SAME STORE SALES PERCENT CHANGE

Schedule 1 includes a summary of fiscal year 2020, 2021 and 2022 Same Store Gross Sales Percent Change for those WILD BIRDS UNLIMITED stores open and operational for at least 24 consecutive months. As used in this schedule, "Same Store Gross Sales Percent Change" means the year-over-year growth (or decline) in same Store annual Gross Sales, expressed as a percentage of the previous year's Gross Sales. If an individual Store was closed for a period of time in any of the applicable years, it was excluded from this analysis. Because this schedule, by definition, requires same Store Gross Sales data for at least two consecutive fiscal years, this schedule cannot include data for Stores that operated for less than two fiscal years.

YEAR OVER YEAR PERCENT CHANGE IN ANNUAL GROSS SALES

Performance Category	2020	2021	2022
Number of Stores operating at least 2 full consecutive years immediately leading up to December 31st of stated year	305	313	312
Number of Stores included in this schedule	305	313	312
Time Period Covered	1/1/2020-12/31/2020	1/1/2021-12/31/2021	1/1/2022 - 12/31/2022
Average Same Store Sales Percent Change	22.19%	17.38%	9.00%
Number/Percentage of Stores Exceeding Average Same Store Sales Percent Change	135/44.26%	147/46.96%	135/43.27%
Median Same Store Sales Percent Change	20.63%	16.02%	6.98%
Range of Actual Same Store Sales Percent Changes	(19.86%) – 109.51%	(20.33%) – 66.51%	(29.63%) - 53.84%

SCHEDULE 2 – ANNUAL GROSS SALES DATA

Schedule 2 includes several charts setting forth various Gross Sales data. The charts separately present Gross Sales data for (a) Stores that were in business for at least 24 months and (b) Stores in their first and second 12 months of operation.

SCHEDULE 2A: FISCAL YEAR 2020 - 2022 GROSS SALES

Schedule 2A sets forth a summary of fiscal year 2020 Gross Sales data for those WILD BIRDS UNLIMITED franchises open and operational for at least 24 months as of December 31, 2020; a summary of fiscal year 2021 Gross Sales data for those WILD BIRDS UNLIMITED franchises open and operational for at least 24 months as of December 31, 2021; and a summary of fiscal year 2022 Gross Sales data for those WILD BIRDS UNLIMITED franchises open and operational for at least 24 months as of December 31, 2022.

As noted in the "Notes" section at the end of this Item 19, this Schedule 2A (as well as Schedules 1, 2B and 2C) excludes data from (a) the small-sized WILD BIRDS UNLIMITED outlets described in Item 1 of this Disclosure Document (as these stores have characteristics that differ materially from the traditional retail locations included in this Item 19; five such small-sized stores are excluded from 2022 data, six such small-sized stores are excluded from 2021 data and seven such small-sized stores are excluded from 2020 data) and (b) our Canadian Stores (due to the fact that our Canadian stores report their sales to us in U.S. dollars according to the current month's exchange rate and that exchange rate fluctuates considerably from year to year; i.e., 20 Canadian stores are excluded from the data for the year 2020 and 21 Canadian stores are excluded from the data for the years of 2021 and 2022). In addition,

this Schedule 2A (as well as Schedules 1, 2B and 2C) excludes: (i) for the year 2022, data from 9 stores that opened in 2022 and 7 stores that opened in 2021, (ii) for the year 2021, data from 7 stores that opened in 2021 and 6 stores that opened in 2020; and (iii) for the year 2020, data from 6 stores that opened in 2020 and 10 stores that opened in 2019, as applicable. For Gross Sales data for stores during their first and second year of operation, see Schedule 2D. Schedule 2D includes data for stores that completed at least 12 full months of operation as of December 31, 2022.

FISCAL YEAR 2020 - 2022 GROSS SALES

Performance Category	2020	2021	2022
Number of Stores operating for at least 24 full months as of December 31st of the stated year	305	313	312
Number of Stores included in this schedule	305	313	312
Time Period Covered	January 1, 2020-December 31, 2020	January 1, 2021-December 31, 2021	January 1, 2022 - December 31, 2022
Average Gross Sales	$687,516	$784,782	$854,723
Number/Percentage of Stores Exceeding Average Gross Sales	122/40.00%	120/ 38.34%	124/39.74%
Median Gross Sales	$618,843	$695,377	$770,351
Range of Actual Gross Sales	$154,339 - $2,422,705	$162,802 - $2,478,804	$209,513 - $2,696,565

SCHEDULE 2B - FISCAL YEAR 2022 GROSS SALES BY TOP & BOTTOM HALF

Schedule 2B sets forth fiscal year 2022 Gross Sales data by top half and bottom half performance for those WILD BIRDS UNLIMITED franchises open and operational for at least 24 months as of December 31, 2022. For Gross Sales data for franchises in their first and second 12 months of operation, see Schedule 2D.

FISCAL YEAR 2022 GROSS SALES BY TOP & BOTTOM HALF

Performance Category	Lower Half	Top Half
Number of Stores operating for at least 24 full months as of December 31, 2022	156	156
Number of Stores included in this schedule	156	156
Time Period Covered	January 1, 2022 – December 31, 2022	January 1, 2022 – December 1, 2022
Average Gross Sales	$549,694	$1,159,752

Performance Category	Lower Half	Top Half
Number/Percentage of Stores Exceeding Average Gross Sales	80/51.28%	58/37.18%
Median Gross Sales	$555,611	$1,042,982
Range of Actual Gross Sales	$209,513 - $769,831	$770,871 - $2,696,565

SCHEDULE 2C - ANNUAL GROSS SALES RANGES FROM 2020 THROUGH 2022

Schedule 2C sets forth the number of stores that achieved certain annual Gross Sales levels in fiscal years 2020, 2021 and 2022, which stores were open and operational for at least 12 months as of the end of the applicable fiscal year. This schedule does not include stores that completed their first full calendar year of operations in the given year. For Gross Sales data for franchises in their first and second 12 months of operation, see Schedule 2D.

ANNUAL GROSS SALES RANGES FROM 2020 THROUGH 2022

Annual Gross Sales Range	2020	2021	2022
$0.00- $250,000	12	5	2
$250,000.01-$500,000	84	66	53
$500,000.01-$750,000	112	108	94
$750,000.01-$1,000,000	51	68	76
$1,000,000.01 - $1,500,000	36	49	62
$1,500,000.01 - $2,000,000	7	14	20
Over $2,000,000	3	3	5
Total	**305**	**313**	**312**

SCHEDULE 2D - GROSS SALES DATA IN FIRST & SECOND 12 MONTHS OF OPERATION

This Schedule 2D contains a summary of first and second full 12-month Gross Sales data for stores that opened between January 1, 2017, and December 31, 2021, and that had completed at least 12 full months of operation as of December 31, 2022.*

FIRST 12 MONTHS OF GROSS SALES

This portion of Schedule 2D contains a summary of Gross Sales data for the first full 12-month period of operation for stores that opened between January 1, 2017 and December 31, 2021 and that had completed at least 12 full months of operation as of December 31, 2022:

a. Number of Stores that opened between 1/1/2017 and 12/31/2021 and completed at least 12 full months of operation as of 12/31/2022: 59

b. Number of Stores included in this schedule: 59

c. Average first 12 months Gross Sales: $274,983

d. Median first 12 months Gross Sales: $251,253

e. Range of first 12 months actual Gross Sales: $85,849 - $656,935

f. Number/Percentage of Stores Exceeding the Average: 25 / 42.37%

*Given that the majority of our stores do not open on the first day of the month, the financial performance numbers noted above in this Schedule 2D reflect sales information for months 2 through 13 of operation to ensure that full 12 months of sales information is included for all stores.

SECOND 12 MONTHS OF GROSS SALES

This portion of Schedule 2D contains a summary of Gross Sales data for the second full 12-month period of operation for stores that opened between January 1, 2017 and December 31, 2020, and that had completed at least 24 full months of operation as of December 31, 2022.*

a. Number of Stores that opened between 1/1/2017 and 12/31/2020 and competed at least 24 full months of operation as of 12/31/2022: 52

b. Number of Stores included in this schedule: 52

c. Average second 12 months Gross Sales: $370,935

d. Median second 12 months Gross Sales: $342,118

e. Range of second 12 months actual Gross Sales: $129,748 - $724,363

f. Number/Percentage of Stores Exceeding the Average: 23 / 44.23%

*Given that the majority of our stores do not open on the first day of the month, the financial performance numbers noted above in this Schedule 2D reflect sales information for months 14 through 25 of operation to ensure that full 12 months of sales information is included for all stores.

SCHEDULE 2E - FISCAL YEAR 2022 MONTHLY PERCENTAGES OF GROSS SALES

The following is a summary of the percentage that, each month, contributed to the fiscal year 2022 Gross Sales for the 312 stores that had been open and in operation for all of 2022 and opened prior to January 1, 2021. To obtain these monthly percentage breakdowns, we added up the total Gross Sales reported by these franchised stores for each month in 2022 and then divided that total monthly Gross Sales figure by the total annual 2022 Gross Sales figure as reported by these franchised stores for the entire 12-month period in the fiscal year 2022.

January	7.65%
February	7.82%
March	8.33%
April	9.24%
May	10.30%
June	8.98%
July	8.39%
August	7.90%
September	6.25%
October	6.45%
November	7.80%
December	10.89%
Total	100%

SCHEDULE 3 – COSTS OF GOODS SOLD/ OTHER EXPENSE DATA

Schedule 3 charts present Costs of Goods Sold and other expense data. The charts separately present (a) Costs of Goods Sold data for Stores that had been in business for at least 24 months and (b) first-year Advertising and Wages expense data for Stores in their first 12 months of operation.

SCHEDULE 3A - COST OF GOODS SOLD AS A PERCENTAGE OF GROSS SALES – BUSINESSES IN OPERATION FOR 24 MONTHS OR LONGER

Schedule 3A sets forth the historical average and median Cost of Goods Sold, shown as a percentage of Gross Sales, for products offered by Stores open for at least 24 months as of the end of each fiscal year 2020, 2021 and 2022, as applicable. This Schedule includes data from the same stores as Schedule 2A, except that it excludes an additional 11 stores for the year 2020, 14 stores for the year 2021 and 12 stores for the year 2022, which stores either had a fiscal year other than a calendar year or they failed to report relevant cost data to us. See Schedules 3B and 3C for certain expense data in the first year of operation; and see Schedule 3D for Cost of Goods Sold data in the first year of operation.

Cost of Goods Sold is defined as the actual out of pocket expense to acquire merchandise held for resale, including shipping costs.

COST OF GOODS SOLD AS A PERCENTAGE OF GROSS SALES

Performance Category	2020	2021	2022
Number of Stores open for at least 24 months as of the end of the applicable fiscal year	305	313	312
Number of Stores included in this Schedule	294	299	300
Average Cost of Goods Sold as a Percentage of Gross Sales	46.84%	48.12%	50.77%

Performance Category	2020	2021	2022
Number/Percentage of Stores Exceeding Average Cost of Goods Sold Percentage	149/50.68%	144/48.16%	151/50.33%
Median Cost of Goods Sold as a Percentage of Gross Sales	46.91%	47.94%	50.84%
Range of Actual Cost of Goods Sold as a Percentage of Gross Sales	34.15% to 60.33%	39.21% to 55.93%	39.49% to 60.88%

The merchandise sold at WILD BIRDS UNLIMITED stores is classified into the following three categories:

Bird seed: Consumable bird feeding products, such as seed and suet.

Feeders: Bird feeders, houses and baths, hanging hardware and other miscellaneous items used in delivering food products to birds and other wildlife.

Gifts: Nature related books, jewelry, apparel and figurines, thermometers, optics and other related decorative items featuring a nature theme.

The Cost of Goods Sold as a percentage of total Gross Sales will vary among the product categories and from product to product within each category, making the overall average and median percentage highly dependent on the specific product mix chosen by each Store.

SCHEDULE 3B - FIRST YEAR ADVERTISING EXPENSE (AS A PERCENTAGE OF GROSS SALES)

Schedule 3B sets forth the historical average and median Advertising expense, as a percentage of Gross Sales, incurred by first-year stores that completed their first full year of operation in 2018, 2019, 2020, 2021 or 2022, as applicable.

Advertising expense is defined as the out of pocket expense that Franchisees spend to market their store, including the cost of printing and mailing customer flyers; television, radio, newspaper and direct-mail advertising. You may decide to place other related expenses into this expense category.

A total of 57 stores completed their first full calendar year of operation as of 12/31/2018, 12/31/2019, 12/31/2020, 12/31/2021 or 12/31/2022, as applicable. Based on 2018, 2019, 2020, 2021, or 2022 calendar year financial statements from these 57 franchised stores, the following data were derived:

a. Average Advertising Expense (as percentage of Gross Sales): 8.13%

b. Range of Actual Advertising Expense (as percentage of Gross Sales): 2.67% to 17.30%

c. Median Advertising Expense (as percentage of Gross Sales): 7.87%

d. Number/percentage of stores exceeding Average Advertising Expense (as percentage of Gross Sales): 24 / 42.11%

The Advertising expense as a percentage of total Gross Sales will vary from market to market depending on the cost of media advertising and the personal decisions of the individual franchisees.

SCHEDULE 3C - FIRST YEAR WAGES EXPENSE (AS A PERCENTAGE OF GROSS SALES)

Schedule 3C sets forth the historical average and median Wages expenses, as a percentage of Gross Sales, incurred by first year stores that completed their first full year of operation in 2018, 2019, 2020, 2021, or 2022, as applicable.

Wages expense is defined as the out-of-pocket expense that franchisees spend to hire non-owners. You may decide to place other related expenses into this expense category. We do not include payroll taxes, workers' compensation, insurance, employee training, employee benefits or any other employee associated costs in this category.

A total of 57 stores completed their first full calendar year of operation as of 12/31/2018, 12/31/2019, 12/31/2020, 12/31/2021 or 12/31/2022, as applicable. Based on 2018, 2019, 2020, 2021 or 2022 calendar year financial statements from these 57 franchised stores, the following data were derived:

a. Average Wages Expense (as percentage of Gross Sales): 12.50%

b. Range of Actual Wages Expenses (as percentage of Gross Sales): 1.23% to 39.09%

c. Median Wages Expense (as percentage of Gross Sales): 10.45%

d. Number/percentage of stores exceeding Average Wages Expense (as percentage of Gross Sales): 24 / 42.11%

The Wage expense as a percentage of total Gross Sales will vary from market to market depending on the cost of hiring employees and the personal decisions of the individual franchisees.

SCHEDULE 3D – FIRST YEAR COST OF GOODS SOLD AS A PERCENTAGE OF GROSS SALES – BUSINESSES IN OPERATION FOR LESS THAN 24 MONTHS

Schedule 3D sets forth the historical average and median Cost of Goods Sold (as defined in Schedule 3A), shown as a percentage of Gross Sales, for products offered by first year stores that completed their first full year of operation as of 12/31/2018, 12/31/2019, 12/31/2020, 12/31/2021 or 12/31/2022 as applicable. Based on 2018, 2019 2020, 2021, or 2022 calendar year financial statements from these 57 franchised stores, the following data were derived with respect to first full year of operation:

a. Average Cost of Goods Sold (as percentage of Gross Sales): 48.33%

b. Range of Actual Cost of Goods Sold (as percentage of Gross Sales): 40.27% to 57.28%

c. Median Cost of Goods Sold (as percentage of Gross Sales): 48.61%

d. Number/percentage of stores exceeding Average Cost of Goods Sold (as percentage of Gross Sales): 30 / 52.63%

SCHEDULE 4 - OWNER'S DISCRETIONARY CASH FLOW DATA

Schedule 4 includes Owner's Discretionary Cash Flow data. We determined the Owner's Discretionary Cash Flow based upon information taken from the form P&L Statement submitted to us by each store included in this Schedule 4 for the year in question. Specifically, to achieve the Owner's Discretionary Cash Flow for each included store for each year in question, we subtracted Cost of Goods Sold and Operating Expenses from the Gross Sales for the store, and then added back in the data for the "owner's wages", "automobile expense", "amortization/deprecation", "owner's life insurance", "owner's health insurance" and "owner's retirement plans." Owner's Discretionary Cash Flow is calculated on an individual basis, in which the aggregate of the cash flow for each franchised store is divided by the total number of included franchised stores.

The term "Cost of Goods Sold" is defined as the actual out of pocket expense to acquire merchandise held for resale, including shipping costs.

The term "Operating Expenses" means and includes owner's wages, non-owner's wages, payroll taxes and employee/owner benefits, marketing expenses, costs of store retailing supplies, occupancy costs, utilities, computer expenses, insurance costs, maintenance and repair costs, royalties, supplies and postage costs, travel and meals/entertainment expenses, auto expenses, miscellaneous expenses, merchant fees, depreciation and amortization.

SCHEDULE 4A - 2020, 2021 & 2022 OWNER'S DISCRETIONARY CASH FLOW

Schedule 4A sets forth Owner's Discretionary Cash Flow data for the same number of stores as Schedule 3A – i.e., 294 stores for fiscal year 2020 (out of 305 stores that had been in operation for at least 24 months as of December 31, 2020), 299 stores for fiscal year 2021 (out of 313 stores that had been in operation for at least 24 months as of December 31, 2021) and 300 stores for fiscal year 2022 (out of 312 stores that had been in operation for at least 24 months as of December 31, 2022). Stores not included were stores for which the franchisee's fiscal year was different than calendar year or for which the franchisee failed to submit reliable financial statements to us. For Owner's Discretionary Cash Flow data for stores in their first, second and third year of operation, see Schedule 4C.

2020, 2021 & 2022 OWNER'S DISCRETIONARY CASH FLOW

Performance Category	2020	2021	2022
Number of Stores in operation for at least 24 months as of the end of the applicable fiscal year	305	313	312
Number of Stores included in this Schedule	294	299	300
Date Range Stores Opened	January 1, 1981 – December 31, 2018	January 1, 1981 – December 31, 2019	January 1, 1981 – December 31, 2020

Performance Category	2020	2021	2022
Average Owner's Discretionary Cash Flow	$135,041	$144,511	$134,175
Number/Percentage of Stores Exceeding Average Owner's Discretionary Cash Flow	117/39.80%	117/39.13%	126/42.00%
Median Owner's Discretionary Cash Flow	$112,992	$116,778	$116,375
Range of Actual Owner's Discretionary Cash Flow	$(29,227) to $848,381	$(15,148) to $1,000,806	$(148,897) to $1,229,205

SCHEDULE 4B - 2022 OWNER'S DISCRETIONARY CASH FLOW BY TOP & BOTTOM HALF

Schedule 4B sets forth fiscal year 2022 Owner's Discretionary Cash Flow data based on the performance of the top and bottom half of the 300 stores (out of 312 stores that had been in operation for at least 24 months as of December 31, 2022). For Owner's Discretionary Cash Flow data for stores in their first, second and third year of operation, see Schedule 4C.

2022 OWNER'S DISCRETIONARY CASH FLOW - TOP & BOTTOM HALF

Performance Category	Bottom Half	Top Half
Number of Stores included in this Schedule	150	150
Date Range Stores Opened	1984-2020	1981-2017
Average Owner's Discretionary Cash Flow	$53,138	$215,211
Number/Percentage of Stores Exceeding Average Owner's Discretionary Cash Flow	86/57.33%	51/34.00%
Median Owner's Discretionary Cash Flow	$58,397	$181,558
Range of Actual Owner's Discretionary Cash Flow	$(148,897) - $115,544	$117,207 - $1,229,205

SCHEDULE 4C – OWNER'S DISCRETIONARY CASH FLOW IN FIRST, SECOND AND THIRD YEAR OF OPERATION

Schedule 4C sets forth Owner's Discretionary Cash Flow data for Stores that opened between January 1, 2017 and December 31, 2021 and completed their first, second and/or third full calendar years of operation as of December 31, 2022.

OWNER'S DISCRETIONARY CASH FLOW – 1ST, 2ND AND 3RD YEAR OF OPERATION

Performance Category	**1st full Calendar Year of Operation**	**2nd full Calendar Year of Operation**	**3rd full Calendar Year of Operation**
Number of stores included in analysis	57	49	43
Date Range Stores Opened	January 1, 2017- December 31, 2021	January 1, 2017 - December 31, 2020	January 1, 2017 – December 31, 2019
Average Owner's Discretionary Cash Flow	$2,334	$36,061	$68,891
Number/Percentage of Stores Exceeding Average Owner's Discretionary Cash Flow	31/54.39%	24/48.98%	17/39.53%
Number/Percentage of Stores with positive (greater than $0.00) Owner's Discretionary Cash Flow	31/54.39%	38/77.55%	39/90.70%
Median Owner's Discretionary Cash Flow	$5,720	$34,463	$65,455
Range of Owner's Actual Discretionary Cash Flow	($88,349) to $114,380	($148,897) to $148,656	($28,480) to $203,102

SCHEDULE 5 - DAILY SAVINGS CLUB® (DSC) INFORMATION

Schedule 5 provides specific information regarding Average Ticket, Average Annual Visits and percentage of Total Gross Sales for Daily Savings Club® ("DSC") Customers from Stores in fiscal year 2020, 2021 and 2022, as reported by franchisees that were operating the full previous 24 months. The information included in this Schedule 5 is for 263 stores for fiscal year 2020 (out of 266 stores that had been in operation for at least 24 months as of December 31, 2020 and participated in our DSC program the entire period), 273 stores for fiscal year 2021 (out of 274 stores that had been in operation for at least 24 months as of December 31, 2021 and participated in our DSC program the entire period) and 275 stores for fiscal year 2022 (out of 283 stores that had been in operation for at least 24 months as of December 31, 2022 and participated in our DSC program the entire period). Not included are stores for which the franchisee failed to use the approved Point of Sale computer system or failed to otherwise submit to us a full year's worth of reliable DSC data reported in this Schedule 5 (for these reasons, 3 stores were excluded for 2020, 1 store was excluded for 2021 and 8 stores were excluded in 2022).

Performance Category	**2020**	**2021**	**2022**
Number of Stores operating at least 24 months as of December 31st of stated year and participating in DSC	266	274	283
Number of Stores included in this schedule	263	273	275

Performance Category	2020	2021	2022
Time Period Covered	January 1, 2020 – December 31. 2020	January 1, 2021 – December 31. 2021	January 1, 2022 – December 31, 2022
Average "Average Ticket" from DSC customers	$67.17	$68.04	$72.22
Number/percentage of DSC stores exceeding the Average "Average Ticket" from DSC customers	111/42.21%	122/44.69%	119/43.27%
Median "Average Ticket" from DSC Customers	$66.15	$67.39	71.25
Average "Average Ticket" from non-DSC customers	$47.67	$47.29	49.91
Number/percentage of DSC stores exceeding the Average "Average Ticket" from non-DSC customers	118/44.87%	121/44.32%	119/43.27%
Median "Average Ticket" from non-DSC customers	$46.83	$46.44	$49.06
Average Number of Annual Store Visits by DSC customers	6.71	6.72	6.67
Number/percentage of DSC stores exceeding the Average Number of Store Visits from DSC customers	120/45.63%	120/43.69%	149/54.18%
Median Number of Annual Store Visits by DSC customers	6.61	6.57	6.82
Average Number of Annual Store Visits by non-DSC customers	2.37	2.46	2.57
Number/percentage of DSC stores exceeding the Average Number of Store Visits from non-DSC customers	106/40.30%	117/42.86%	119/43.27%
Median Number of Annual Store Visits by non-DSC customers	2.27	2.38	2.49
Average Percentage of DSC customers to total profiled customers	38.53%	40.08%	44.06%
Number/percentage of DSC stores exceeding the Average Percentage of DSC	124/47.15%	129/47.25%	140/50.91%

Performance Category	2020	2021	2022
customers to total profiled customers			
Median Percentage of DSC customers to total profiled customers	38.01%	39.25%	44.34%
Average Percent of DSC Customer Sales to Total Sales	70.42%	71.38%	73.48%
Number/percentage of DSC stores exceeding the Average Percent of DSC Customer Sales to Total Sales	151/57.41%	156/57.14%	171/62.18%
Median Percent of DSC Customer Sales to Total Sales	71.89%	72.94%	75.92%

Notes:

Some outlets have earned this amount. Your individual results may differ. There is no assurance you will earn as much.

Franchisees or former franchisees, listed in this Disclosure Document, may be one source of information. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Sales and expenses from the small-sized WILD BIRDS UNLIMITED outlets described in Item 1 of this Disclosure Document have been excluded from this analysis as they have characteristics that differ materially from the traditional retail locations included in this Item 19. Similarly, sales from our Canadian Stores have been excluded from this analysis due to the fact that our Canadian stores report their sales to us in U.S. dollars according to the current month's exchange rate and that exchange rate fluctuates considerably from year to year.

Other than the preceding financial performance representation, Wild Birds Unlimited, Inc. does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mr. Paul Pickett, Chief Development Officer, at 11711 N. College Avenue, Suite 146, Carmel, Indiana 46302 and (317) 571-7100, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

Outlets and Franchisee Information

Table No. 1

Systemwide Outlet Summary
For Years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2020	324	328	+4
	2021	328	331	+3
	2022	331	333	+2
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	324	328	+4
	2021	328	331	+3
	2022	331	333	+2

Table No. 2

Transfers of Outlets From Franchisees to New Owners
(Other than the Franchisor or an Affiliate)
For Years 2020 to 2022

State	Year	Number of Transfers
Arkansas	2020	1
	2021	0
	2022	0
California	2020	0
	2021	2
	2022	1
Colorado	2020	1
	2021	1
	2022	1
Florida	2020	0
	2021	1
	2022	0
Georgia	2020	0
	2021	3
	2022	1
Idaho	2020	0
	2021	1

State	Year	Number of Transfers
	2022	0
Illinois	2020	0
	2021	0
	2022	1
Indiana	2020	0
	2021	1
	2022	0
Iowa	2020	1
	2021	0
	2022	0
Kansas	2020	0
	2021	1
	2022	0
Maryland	2020	0
	2021	2
	2022	1
Massachusetts	2020	0
	2021	1
	2022	1
Michigan	2020	0
	2021	2
	2022	1
Missouri	2020	1
	2021	0
	2022	0
Montana	2020	0
	2021	0
	2022	1
Nebraska	2020	0
	2021	1
	2022	0
New Hampshire	2020	0
	2021	1
	2022	0
New Jersey	2020	0
	2021	1
	2022	0
New Mexico	2020	0
	2021	1
	2022	0
	2020	0

State	Year	Number of Transfers
New York	2021	1
	2022	2
North Carolina	2020	3
	2021	3
	2022	0
Ohio	2020	0
	2021	3
	2022	0
Oregon	2020	0
	2021	0
	2022	1
Pennsylvania	2020	1
	2021	0
	2022	0
South Carolina	2020	1
	2021	1
	2022	1
Tennessee	2020	0
	2021	3
	2022	3
Texas	2020	0
	2021	1
	2022	0
Virginia	2020	3
	2021	1
	2022	0
Washington	2020	1
	2021	0
	2022	1
Wisconsin	2020	0
	2021	1
	2022	3
Total	2020	13
	2021	33
	2022	19

Notes:
As of December 31, 2020, 2021 and 2022. States and Provinces not listed had no transfer activity to report during the relevant time period.

Table No. 3

Status of Franchised Outlets
For Years 2020 to 2022*

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	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Arizona	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Arkansas	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
California	2020	17	0	0	0	0	0	17
	2021	17	1	0	0	0	0	18
	2022	18	0	0	0	0	0	18
Colorado	2020	7	0	0	0	0	0	7
	2021	7	1	0	0	0	0	8
	2022	8	1	0	0	0	0	9
Connecticut	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	1	0	0	0	7
Delaware	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	10	2	0	0	0	0	12
	2021	12	1	0	0	0	0	13
	2022	13	0	0	0	0	0	13
Georgia	2020	14	0	0	0	0	0	14
	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
Idaho	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Illinois	2020	13	0	0	0	0	0	13
	2021	13	0	1	0	0	0	12
	2022	12	0	0	0	0	0	12

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
Indiana[1]	2020	10	0	0	0	0	0	10
	2021	10	0	0	0	0	0	10
	2022	10	1	0	0	0	0	11
Iowa	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Kansas	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Kentucky	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Louisiana	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maine	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maryland	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Massachusetts	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Michigan	2020	15	0	1	0	0	0	14
	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
Minnesota	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	1	0	0	0	3
Mississippi	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Missouri	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	1	0	0	0	6
Montana	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3

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
	2022	3	0	1	0	0	0	2
Nebraska	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nevada	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
New Hampshire	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
New Jersey	2020	6	1	0	0	0	0	7
	2021	7	0	1	0	0	0	6
	2022	6	0	0	0	0	0	6
New Mexico	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
New York[3]	2020	11	0	0	0	0	0	11
	2021	11	1	0	0	0	0	12
	2022	12	0	1	0	0	0	11
North Carolina	2020	20	1	0	0	0	0	21
	2021	21	0	0	0	0	0	21
	2022	21	0	0	0	0	0	21
Ohio	2020	19	1	0	0	0	0	20
	2021	20	0	2	0	0	0	18
	2022	18	0	0	0	0	0	18
Oklahoma	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Oregon	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	0	6
Pennsylvania	2020	15	0	1	0	0	0	14
	2021	14	1	0	0	0	0	15
	2022	15	0	0	0	0	0	15
Rhode Island	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

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
South Carolina	2020	15	0	0	0	0	0	15
	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
Tennessee	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	3	0	0	0	0	10
Texas	2020	25	1	0	0	0	0	26
	2021	26	1	0	0	0	0	27
	2022	27	0	0	0	0	0	27
Utah	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Virginia	2020	13	0	0	0	0	0	13
	2021	13	0	0	0	0	0	13
	2022	13	1	0	0	0	0	14
Washington	2020	14	0	0	0	0	0	14
	2021	14	1	0	0	0	0	15
	2022	15	0	1	0	0	0	14
West Virginia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Wisconsin	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	1	1	0	0	0	9
Total	2020	324	6	2	0	0	0	328
	2021	328	7	4	0	0	0	331
	2022	331	9	7	0	0	0	333

Notes:

As of December 31, 2020, 2021 and 2022. States and Provinces not listed had no franchised activity to report during the relevant time period. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

(1) As noted in Exhibit F, Jim and Nancy Carpenter are franchisees of one WILD BIRDS UNLIMITED Store in Indianapolis, IN.

(2) As further noted in Exhibit F, Jim and Nancy Carpenter are franchisees of one WILD BIRDS UNLIMITED Store in Ithaca, NY.

Table No. 4

Status of Company-Owned Outlets
For Years 2020 to 2022

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
Total	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Table No. 5

Projected Openings as of December 31, 2022

State	Franchised Agreements Signed But Not Opened	Projected New Franchised Outlets in the next Fiscal Year	Projected New Company-Owned Outlets in the next Fiscal Year
Arizona	0	1	0
California	0	1	0
Colorado	1	1	0
Indiana	0	1	0
Kansas	2	0	0
Louisiana	0	1	0
Montana	1	0	0
New Jersey	1	1	0
New York	2	1	0
North Carolina	2	1	0
Tennessee	0	1	0
Texas	4	2	0
Virginia	0	1	0
Total	**13**	**12**	**0**

Exhibit F lists the names of all our operating franchisees and the addresses and telephone numbers of their Stores as of December 31, 2022. Exhibit F also lists the franchisees that have signed Franchise Agreements for Stores which were not yet operational as of December 31, 2022. Additionally, Exhibit F lists the name, city and state, and business telephone number (or, if unknown, the last known

home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the 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.

During the last 3 fiscal years, some franchisees have signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

The WILD BIRDS UNLIMITED Franchise Advisory Council ("FAC") and WILD BIRDS UNLIMITED Advertising Council ("WBUAC") are each sponsored by us. You can reach the FAC or WBUAC at 11711 N. College Ave., Suite 146, Carmel, Indiana 46032 and (317) 571-7100. There are no other trademark-specific franchisee organizations associated with the franchise system being offered by this Disclosure Document.

ITEM 21

Financial Statements

Attached to this Disclosure Document as Exhibit G are the audited balance sheets of WILD BIRDS UNLIMITED as of December 31, 2022, 2021 and 2020, and the related statements of income and retained earnings and cash flows for each of the years then ended.

ITEM 22

Contracts

The following contracts are attached to this Disclosure Document in the following order:

Exhibit B	-	Reservation Agreement
Exhibit C	-	Franchise Agreement (including Appendices)
Exhibit D	-	Initial Franchise Fee Amendment (Additional Store)
Exhibit E	-	MyWBU Store (ecommerce platform) Authorization and Participation Agreement
Exhibit H	-	Franchisee Acknowledgment Addendum [Not applicable in CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA and WI]
Exhibit I	-	Form of General Release
Exhibit K	-	SBA Addendum
Exhibit L	-	Assignment and Consent Agreement
Exhibit M	-	Renewal Addendum
Exhibit N-1	-	ERPLY POS Authorization and Participation Agreement
Exhibit N-2	-	ERPLY POS Software-As-A-Service Agreement

ITEM 23

Receipts

Two copies of an acknowledgment of your receipt of this Disclosure Document appear as Exhibit P. Please return one copy to us and retain the other for your records.

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Exhibit 1

STATE-SPECIFIC ADDENDA TO WILD BIRDS UNLIMITED® FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE DISCLOSURE DOCUMENT FOR THE
STATE OF CALIFORNIA

Wild Birds Unlimited, Inc. is an Indiana corporation.

The following information applies to franchises and franchisees subject to the California Franchise Investment Act. Item numbers correspond to those in the main body.

The California Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.

Our website has not been reviewed or approved by the California Department of Financial Protection & Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection & Innovation at www.dfpi.ca.gov.

Section 31125 of the Franchise Investment Law requires us to give to you a disclosure document approved by the Commissioner of Financial Protection & Innovation before we ask you to consider a material modification of your franchise agreement.

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. Note: maximum price agreements are not per se violations of the Sherman Act.

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

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the Commissioner.

Risk Factors

Spousal Liability: Your spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

Item 2

Item 2 is amended to add a statement that Nancy E. Carpenter is the spouse of James R. Carpenter.

Item 3

Item 3 is amended to provide that neither we nor any other person identified in Item 2 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.

Item 17

1. California Business & Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

2. Termination of the franchise agreement by us because of your insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

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

4. You must sign a general release if you transfer your franchise. This provision may be unenforceable under California law. 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).

5. The franchise agreement requires binding arbitration. The arbitration will occur at Indianapolis, Indiana with the costs being borne by the non-prevailing party. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

6. The franchise agreement requires application of the laws of the state of the location where the Store is located. This provision may not be enforceable under California law.

7. The Franchise Agreement contains a waiver of punitive damages and jury trial provision. These provisions may not be enforceable under California law.

8. In California, the highest interest rate permitted by law is 10%.

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE DISCLOSURE DOCUMENT FOR THE
STATE OF ILLINOIS

The following applies to franchises and franchisees subject to Illinois statutes and regulations:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, 815 ILCS 705/1-44 (West 2016), any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE DISCLOSURE DOCUMENT FOR THE
STATE OF MARYLAND

The following applies to franchises and franchisees subject to Maryland statutes and regulations. The Item number corresponds to those in the main body.

Item 17

1. Any claims arising under the Maryland Franchise Registration and Disclosure law must be brought within 3 years after we grant you a WILD BIRDS UNLIMITED franchise.

2. Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.)

3. Franchisee may sue Franchisor in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE DISCLOSURE DOCUMENT FOR THE
STATE OF MINNESOTA

The following applies to franchises and franchisees subject to Minnesota statutes and regulations. Item numbers correspond to those in the main body.

Item 13

Pursuant to the Franchise Agreement, we will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your use of any Mark pursuant to and in compliance with the Franchise Agreement. We will also reimburse you for all costs reasonably incurred by you in the defense of any such claim brought against you in any such proceeding in which you are named as a part. You must timely notify us of such claim or proceeding and comply with the Franchise Agreement.

Item 17

1. Minnesota law provides you with certain termination and nonrenewal rights. As of the date of this Disclosure Document, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

2. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J 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.

3. In the event you breach or threaten to breach any of the terms of this Agreement, we will be entitled to seek an injunction restraining such breach and/or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as the arbitrators make a final and binding determination.

4. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota, provided, that this part will not bar the voluntary settlement of disputes.

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE DISCLOSURE DOCUMENT FOR THE
STATE OF 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 SOURCES OF INFORMATION.
REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust,

trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled **"Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":**

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee":**

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled **"Assignment of contract by franchisor":**

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum",** and Item 17(w), titled **"Choice of law":**

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE DISCLOSURE DOCUMENT FOR THE
STATE OF NORTH DAKOTA

The following applies to franchises and franchisees subject to North Dakota statutes and regulations. Item numbers correspond to those in the main body:

Item 17

1. Covenants not to compete such as those mentioned in Item 17 may be subject to Section 9-08-06 of the North Dakota Century Code and unenforceable in the State of North Dakota if contrary to Section 9-08-06.

2. Notwithstanding anything contained in Section 15.01 of the Franchise Agreement, any arbitration proceeding will take place in Fargo, North Dakota, or at such other location as may be mutually agreed upon by the parties.

3. Any claims under the North Dakota Franchise Investment Law may be brought in the State of North Dakota.

4. The North Dakota Securities Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

5. The North Dakota Securities Commissioner has held that franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

6. The parties' waiver of their right to claim punitive damages may not be enforceable under North Dakota law.

7. The parties' waiver of their right to trial by jury may not be enforceable under North Dakota law.

8. You must sign a general release if you renew your franchise. This provision may be unenforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

9. Nothing contained in Article 12 of the Franchise Agreement shall be construed as to require you to consent to any termination penalties, as such penalties are unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE DISCLOSURE DOCUMENT FOR THE
STATE OF RHODE ISLAND

The following information applies to franchises and franchisees subject to Rhode Island statutes and regulations. Item numbers correspondence to those in the main body.

Item 17

The Rhode Island Franchise Investment Act at Section 19-28.1-14 provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE DISCLOSURE DOCUMENT FOR THE
STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Wild Birds Unlimited, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

> "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 ground 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."

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE DISCLOSURE DOCUMENT FOR THE
STATE OF WASHINGTON

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

Use of Franchise Brokers. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the

franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees and ask them about their experience with the franchisor.

Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE DISCLOSURE DOCUMENT FOR THE
STATE OF WISCONSIN

The following information applies to franchises and franchisees subject to the Wisconsin Fair Dealership Law. The Item number corresponds to those in the main body.

Item 17

1. For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

2. For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

Exhibit A

STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

Exhibit A

STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA California Department of Financial Protection & Innovation 2101 Arena Blvd. Sacramento, California 95834 1-866-275-2677	**MICHIGAN** Consumer Protection Division Attn.: Franchise G. Mennen Williams Building, First Floor 525 West Ottawa Street Lansing, Michigan 48933	**RHODE ISLAND** Rhode Island Department of Business Regulation Securities Section 1511 Pontiac Avenue John O. Pastore Center Building 69-1 Cranston, Rhode Island 02920
ILLINOIS Attorney General State of Illinois 500 South Second Street Springfield, Illinois 62706	**MINNESOTA** Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501
INDIANA Agent for Service of Process Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 State Administrator Securities Commissioner Indiana Securities Division 302 West Washington, Room E-111 Indianapolis, Indiana 46204	**NEW YORK** Agent to Receive Process Attn: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231 State Administrator New York State Department of Law Investor Protection Bureau Franchise Section 28 Liberty Street, 21st Floor New York, New York 10005	**VIRGINIA** Agent to Receive Process Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 State Administrator State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street 9th Floor Richmond, Virginia 23219
MARYLAND Agent to Receive Process Securities Commissioner Division of Securities 200 St. Paul Place Baltimore, Maryland 21202-2020 State Authority Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202	**NORTH DAKOTA** North Dakota Securities Department State Capitol, 5th Floor 600 East Boulevard Avenue Bismarck, North Dakota 58505-0510	**WASHINGTON** **Agent for Service of Process** Director of Dept. of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760 **State Administrator** Director of Dept. of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
		WISCONSIN Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705

Exhibit B

RESERVATION AGREEMENT

RESERVATION AGREEMENT

THIS AGREEMENT is made and entered into as of the Effective Date (defined below) by and between Wild Birds Unlimited, Inc., an Indiana corporation, with its principal office at 11711 N. College Ave., Suite 146, Carmel, IN 46032 ("we" or "us") and the parties identified in the attached Appendix ("you").

RECITALS

A. We, as a result of the expenditure of time, skill, effort and money, have developed a proprietary system for developing and operating businesses specializing in the retail marketing of birdfeeders, birdseed and other nature-related items to the general public ("WILD BIRDS UNLIMITED® Business").

B. You desire to reserve, for the term of this Agreement, an option to establish a WILD BIRDS UNLIMITED Business within the geographic territory described in the Appendix to this Agreement (the "Reserved Territory").

C. We desire to grant you the option upon the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

AGREEMENTS

1. Reservation. We grant to you, and only you, the right to establish a WILD BIRDS UNLIMITED Business within the Reserved Territory during the term of this Agreement. You acknowledge that the Reserved Territory may be larger than the territory granted to you under the terms of a Franchise Agreement entered into between the parties if you determine to establish a WILD BIRDS UNLIMITED Business within the Reserved Territory.

2. Term. This Agreement will terminate at the earlier of: (1) 6 months from the date of execution of this Agreement; (2) the date on which the parties execute a Franchise Agreement for a franchise within the Reserved Territory; or (3) the date on which you notify us in writing that you are no longer interested in pursuing the franchise opportunity with us. Upon termination, you must comply with the terms of Sections 6 and 7 below. This Agreement may, upon your request and our consent, be renewed for one additional period of 6 months.

3. Fees.

3.1 Initial Reservation Fee. You must pay an Initial Reservation Fee to us. If you are a prospective franchisee, the fee is $10,000. If you are an existing franchisee, the fee is $5,000. The attached Appendix sets forth whether you are a prospective franchisee new to the WILD BIRDS UNLIMITED System or an existing franchisee.

3.2 Renewal Reservation Fee. In the event that we agree to permit renewal of this Agreement for an additional period of 6 months, you must pay a Renewal Reservation Fee to us. If you are a prospective franchisee, the fee is $10,000. If you are an existing franchisee, the fee is $5,000. The attached Appendix sets forth whether you are a prospective franchisee new to the WILD BIRDS UNLIMITED System or an existing franchisee.

3.3 Refundability. All sums paid to us under the terms of this Agreement are non-refundable; provided, however, that in the event you execute a Franchise Agreement with us, all sums paid to us

under the terms of this Agreement will reduce by a corresponding amount the Initial Franchise Fee payable to us under the Franchise Agreement.

4. Site Selection. While we reserve the right to accept or reject any proposed store location, the selection of any such location is your sole responsibility. We will not unreasonably withhold our approval of a selected location and may provide advice and assistance to you in identifying potential locations. Our acceptance of any store location simply means that the location meets our then-current site selection criteria.

5. Franchise Agreement. You acknowledge and understand that this Reservation Agreement is intended to grant you the right to open a WILD BIRDS UNLIMITED Business within the Reserved Territory under our current form of Franchise Agreement at the time of its execution. However, if you choose to execute a Franchise Agreement before the expiration of the initial term of this Reservation Agreement, the Initial Franchise Fee and ongoing royalty will be the same as described in the Franchise Agreement being offered at the time of execution of this Reservation Agreement. In all other respects, we have the right to alter or amend the form and content of the Franchise Agreement that you sign.

6. Acknowledgement. You acknowledge that this Reservation Agreement grants you the right to become a WILD BIRDS UNLIMITED franchisee and open a WILD BIRDS UNLIMITED Business. Further, except as noted in this Reservation Agreement, you acknowledge that you may not represent or hold yourself out as a WILD BIRDS UNLIMITED franchisee, or otherwise use any of our trademarks or other proprietary information, until a Franchise Agreement is executed by you and us. Notwithstanding the previous provisions, you may use the words "Wild Birds Unlimited" as a d/b/a entity name for limited business planning purposes, including executing a lease, obtaining financing and licensure, contracting with various utilities, and other similar business preparation activities. If this Reservation Agreement terminates or expires, your limited right to use the words "Wild Birds Unlimited" expires, and all references to the words "Wild Birds Unlimited" must be removed or deleted from any contracts, financing and any other documents which are then in effect or under consideration between you and any third party. You further acknowledge and agree that you (not Wild Birds Unlimited, Inc.) are solely responsible for any expenses incurred during any period of your authorized use of the words "Wild Birds Unlimited."

7. Confidentiality. During the term of this Agreement, you may gain access to or receive certain information concerning our business, our prospects and our franchise system. You acknowledge and agree that any such information must be regarded as confidential and proprietary to us and you may not divulge or utilize same except in the development and operation of a WILD BIRDS UNLIMITED Business.

8. Notices. Any and all notices required to be given under this Agreement must be in writing and sent by certified mail to us at 11711 N. College Avenue, Suite 146, Carmel, Indiana 46032, and if to you, at the location designated in the Appendix, or to such other address as either party may designate in writing. All payments you owe and pay to us must be sent to our above address.

9. Miscellaneous. The parties' rights and obligations under this Agreement will be governed by, and the relationship of the parties is governed by and will be interpreted in accordance with, the laws (statutory and otherwise) of the state in which the Reserved Territory is located. You waive the rights and protections that might be provided through the laws of Indiana relating to franchises or dealerships or business opportunities, unless you are an Indiana resident or your Store and/or Reserved Territory is

located in Indiana. If any provisions of this Agreement are declared invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed not to be a part of this Agreement, and the parties agree to remain bound by all remaining provisions. The parties agree that any suit, action or proceeding with respect to this Reservation Agreement must be brought in any state court of competent jurisdiction located in Hamilton County in the State of Indiana or any Federal court of competent jurisdiction located in Marion County in the State of Indiana, and the parties waive any questions of personal jurisdiction or venue for the purposes of carrying out this provision.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

"WE":

WILD BIRDS UNLIMITED, INC., an Indiana corporation

By: _____

Print Name

Effective Date: _____

"YOU":

(if "you" are a partnership or sole proprietorship)

_____ _____

Signature Signature

_____ _____

Print Name Print Name

Date: _____ Date: _____

(if "you" are a corporation or limited liability company)

_____ By: _____

(Print Name of Corporation/LLC) Signature

a(n) ☐ S-Corp ☐ C-Corp ☐ LLC _____

(Select One) Print Name

_____

Print Title

Date: _____

APPENDIX
TO RESERVATION AGREEMENT

1. PROSPECT INFORMATION:

A. Type of Prospect:

1. _____Individual(s) _____Partnership _____Corporation _____LLC

2. _____Prospective Franchisee _____Existing Franchisee

B. Name (if not Individual(s)):

C. List each individual shareholder, partner or manager of the Prospect identified in A above:

1.	NAME_____	2. NAME
	STREET_____	STREET_____
	STATE/ZIP_____	STATE/ZIP_____
	% OF OWNERSHIP_____	% OF OWNERSHIP_____
3.	NAME_____	4. NAME_____
	STREET_____	STREET_____
	STATE/ZIP_____	STATE/ZIP_____
	% OF OWNERSHIP_____	% OF OWNERSHIP_____

2. RESERVED TERRITORY DESCRIPTION:

_____
_____
_____
_____

3. PROSPECT'S AGENT FOR NOTICES:

A. Name_____

B. Address (if different from address in C above):

STREET_____

CITY_____

STATE/ZIP_____

ADDENDUM TO

WILD BIRDS UNLIMITED®

RESERVATION AGREEMENT FOR THE

STATE OF WASHINGTON

This Addendum pertains to franchises sold in the State of Washington and is for the purpose of complying with Washington statutes and regulations. Notwithstanding anything which may be contained in the body of the Reservation Agreement (the "Agreement") to the contrary, the Agreement is amended as follows:

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

2. RCW 19.100.180 may supersede the 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 Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

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

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

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

The undersigned does hereby acknowledge receipt of this addendum.

YOU:_____ WE: WILD BIRDS UNLIMITED, INC.

By_____ By_____

Title_____ Title_____

Date_____ Date_____

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Exhibit C

FRANCHISE AGREEMENT (INCLUDING APPENDICES)

WILD BIRDS UNLIMITED® Franchise Agreement

Between

Wild Birds Unlimited, Inc.
11711 N. College Avenue, Suite 146
Carmel, Indiana 46032
(317) 571-7100

And

_____
Name of Franchisee

_____
Street

_____
City State Zip Code

_____
Area Code Telephone

Effective Date:

_____
(To be completed by Us)

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A	Franchisee Information Sheet
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WILD BIRDS UNLIMITED® FRANCHISE AGREEMENT

This Agreement is made and entered into by and between Wild Birds Unlimited, Inc., an Indiana corporation, with its principal office at 11711 N. College Avenue, Suite 146, Carmel, Indiana 46032 ("we" or "us") and the individual(s) or entity set forth in Appendix A ("you"), with an Effective Date as noted on the Cover Page.

RECITALS

A. We, as a result of the expenditure of time, skill, effort and money, have developed a proprietary system for developing businesses specializing in the retail marketing of birdfeeders, birdseed and other nature-related items to the general public through WILD BIRDS UNLIMITED stores.

B. We own the WILD BIRDS UNLIMITED® trademark and other trademarks, service marks, logo types and other commercial symbols used in connection with the operation of a WILD BIRDS UNLIMITED store.

C. You desire to own and operate one WILD BIRDS UNLIMITED store, offering the products and services we authorize and approve and using the WILD BIRDS UNLIMITED trademark, and we, in reliance on your representations, agree to grant you the right to operate a WILD BIRDS UNLIMITED store in accordance with the terms and conditions of this Agreement.

D. You acknowledge that you have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves business risks that make the success of the venture largely dependent upon your abilities.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.01 Affiliate. "Affiliate" means, with respect to a party hereto, any person or entity that directly or indirectly owns or controls the referenced party, that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party. The term "control" of an entity means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

Section 1.02 Gross Sales. "Gross Sales" are the revenues and receipts from the sale of all merchandise and services sold, including cash sales, charge sales and exchanges or trades of every kind and nature, including any bulk or pre-paid customer sales made at or from your WILD BIRDS UNLIMITED Store or any temporary site and includes mail, internet, email or telephone orders received or filled at the premises. Refunds and allowances to customers must be deducted from the sale price of merchandise sold and charges made for services performed. Each sale upon installment, credit, or lay-away must be treated as a sale upon receipt of payment from the customer. The term "Gross Sales" does not include any sums collected and paid out for any sales, occupation, excise or other tax based upon or measured by the sale or sales price of merchandise, which is levied by the federal, any state, or local government, provided that no deduction from Gross Sales will be allowed for internet participation fees, credit card processing fees, income taxes, gross receipt taxes or other similar taxes.

Section 1.03 Marks. "Marks" means the WILD BIRDS UNLIMITED Trademark and Service Mark that have been registered in the United States, Canada and elsewhere and the trademarks, service marks and trade names set forth on Appendix B, as we may modify and change from time to time, and the trade dress and other commercial symbols used in the Store. Trade dress includes the designs, color schemes and image we authorize you to use in the operation of the Store from time to time.

Section 1.04 Store. "Store" means the WILD BIRDS UNLIMITED Store you develop and operate pursuant to this Agreement.

Section 1.05 System. "System" means the WILD BIRDS UNLIMITED System, which consists of distinctive birdfeeding and other nature related products and services offered in a setting of a distinctive exterior and interior facility, layout, signage and materials, all of which we may change from time to time, and using service focused on providing the customer with advice, top quality products and services and a pleasant shopping experience.

Other terms are defined throughout this Agreement.

ARTICLE 2. GRANT OF FRANCHISE

Section 2.01 Your Representations. The franchise granted is based on the application, financial statements and other documents you submit to us and you represent and warrant:

(a) that all such documents are accurate and complete as of the dates of submission and as of the date of this Agreement; and

(b) such submissions do not omit the statement of any material fact necessary to make them not misleading.

Section 2.02 Grant. Subject to the conditions of this Agreement, we grant to you the right and license to develop and operate a WILD BIRDS UNLIMITED store and to use the Marks as we now or in the future specifically designate for use in operating one WILD BIRDS UNLIMITED store located at the address described in the attached Appendix A. As long as you are not in default under this Agreement, we will not establish or operate or grant a franchise to establish and operate other retail "brick and mortar" WILD BIRDS UNLIMITED store at any physical location within the geographical area described in Appendix A (the "Designated Territory"). However, in determining where to locate your Store within the Designated Territory, you should be aware that designated territories will sometimes abut one another. Accordingly, franchised stores could be located in close proximity to one another if the stores are located near their common territory boundary. For this reason, you should investigate the location of stores within neighboring designated territories in making a site selection.

Customers residing in your Designated Territory may, from your Store, from the MyWBU Store online platform, or from any other WILD BIRDS UNLIMITED store, including stores located in designated territories assigned to other WILD BIRDS UNLIMITED franchisees: view or receive marketing materials and/or purchase merchandise and other products or services, including arranging for merchandise delivery to, or provision of services (including onsite consultation services (FeederScaping®)) at, the customer's home or place of business. You receive no compensation regarding such in-territory product or services sales or activities via another franchisee's online store or physical store. For avoidance of doubt, you acknowledge that customers may order and purchase products or services from any online or physical WILD BIRDS UNLIMITED store regardless of location and may receive marketing materials, products and services from any such online or physical WILD BIRDS UNLIMITED store.

The license is limited to the right to develop and operate one Store located in the Designated Territory. This license does not include (i) any right to sell products and services identified by the Marks at (1) any location other than any Store authorized under this Agreement; or (2) through any other unapproved channels or methods of distribution, including through a website owned and operated by any entity other than us or (ii) any right to exclude, control or impose conditions on our development of future franchised, company or Affiliate owned stores at any time or at any location outside of the Designated Territory.

Section 2.03 Our Reservation of Rights. You acknowledge and agree that except as expressly limited by Section 2.02, we and our Affiliates may engage in any activity whatsoever on any terms and conditions we deem advisable whenever and wherever we or they desire. We and our Affiliates retain all rights whatsoever not expressly granted herein, including the right: (i) outside of the Designated Territory to grant other franchises or develop and operate company or Affiliate owned WILD BIRDS UNLIMITED stores, notwithstanding their proximity to the Designated Territory or your Store, or their actual or threatened impact on your sales at your Store, (ii) within or outside the Designated Territory to offer, sell or distribute any products or services associated with the System (now or in the future) under the Marks or any other trademarks, service marks or trade names or through any distribution channel or method, all without compensation to any franchisee, (iii) to acquire the assets or ownership interests of one or more businesses, including businesses providing products and services similar to those provided at the WILD BIRDS UNLIMITED stores, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Designated Territory); and (iv) to be acquired (in whole or in part and regardless of the form of transaction) by another business, including a business providing products and services similar to those provided at the WILD BIRDS UNLIMITED stores, and even if such business operates, franchises and/or licenses a business(es) that competes with you in the Designated Territory. We and our Affiliates reserve the right to establish other channels of distribution, including mail order catalogs and the internet, within your Designated Territory, for the products and services offered by you under the Marks, or for similar products and services under other trademarks, service marks or trade names.

Section 2.04 Your Obligations. You must diligently develop and operate the Store. You must maintain and operate the Store in the Designated Territory in accordance with our system standards and the terms of this Agreement. You may use the Store only for the purpose designated in this Agreement.

Section 2.05 Our Services. We will:

(a) make available to you the benefit of our knowledge in your development and operation of the Store;

(b) assist you with site selection and lease evaluation;

(c) provide you with standard layouts and specifications for fixtures, furnishings, interior design and decor, signs and equipment required for the Store;

(d) make available a representative(s) to advise in the operations of the Store including sales techniques, Store management and operations and bookkeeping;

(e) provide our regular and continuing support services and periodic inspections and evaluations of your operations; and

(f) provide to you a list of approved suppliers of birdfeeders, birdseed, nature-related products and other required items.

(g) furnish to you, from time to time, such merchandising and operating aids and services and printed material.

(h) from time to time, send representatives to your Store to consult with you or your managing partner or shareholder relative to the operation, and will inspect your premises (with or without prior notice) to, among other things, measure the efficiency and quality of the operation and general compliance with the Operating Handbook (as further defined in Section 6.01).

(i) on your reasonable written request and as we determine, furnish services to you to assist you in specific operational matters that you encounter that are beyond the scope of our obligations set forth in this Section 2.05. You must reimburse us promptly for our actual time expended and our actual expenses incurred in rendering such assistance to you.

ARTICLE 3. INITIAL TERM AND RENEWAL

Section 3.01 Initial Term. The term of this Agreement commences on the date the parties sign this Agreement (the "Effective Date") and expires on the 10th anniversary of such date (the "Expiration Date").

Section 3.02 Renewal Term and Conditions of Renewal. You may renew your license for unlimited, additional terms of 5 years, provided that you meet the following criteria:

(a) You give us written notice of your intention to renew not less than 6 months and not more than 12 months, prior to the Expiration Date.

(b) You are not, when notice is given, in default of any provision of this Agreement, any amendment or subsequent Agreement or amendment, or any other agreement between you and us, and have substantially complied with the terms and conditions of all such agreements during the term (including beyond your renewal notice and up through the Expiration Date).

(c) You sign within 30 days of receipt our then-current form of franchise agreement. The terms of the then-current form of franchise agreement may differ substantially from the terms of this Agreement, including higher fees and other modifications, including changes to your designated territory, and changes to reflect that the renewal agreement relates to the grant of a renewal.

(d) You perform such remodeling, repairs, replacements and redecoration as we may require to cause the Store, equipment, fixtures, furnishings and furniture to conform to the plans and specifications being used for new or remodeled WILD BIRDS UNLIMITED stores on the Expiration Date.

(e) You are able to maintain possession of the premises of the Store or in the alternative, that you are able to secure and develop substitute premises suitable to us in accordance with Section 4.01 of this agreement.

(f) The inventory and services in connection with the operation of the Store meets our then-current specifications for a WILD BIRDS UNLIMITED store.

(g) Except to the extent limited or prohibited by applicable law, you sign a release, in form and substance satisfactory to us, of any and all claims against us arising under the expiring Agreement.

(h) If required by us, you complete our training program within 180 days of the effective date of the renewal.

If you renew, the term of the then-current franchise agreement will, unless sooner terminated, commence upon the Expiration Date of the then-current term which will then become the new Effective Date and end on the 5th anniversary of such date, which will become the new Expiration Date of the Agreement, unless otherwise specified in a Renewal Addendum you will execute in connection with the renewal.

In the event that we determine that you do not have the right to renew the franchise, we will give written notice to you of our determination at least 120 days before the Expiration Date or we will extend the Expiration Date to 120 days after such notice.

Section 3.03 Interim Period. If this Agreement expires without you properly exercising your renewal right and you continue to accept the benefits of this Agreement thereafter, then, at our option, we may treat this Agreement either as (i) expired as of the date of expiration, with you then illegally operating a franchise in violation of our rights; or (ii) continued on a month-to-month basis (the "Interim Period") until both parties agree to enter into our then-current form of franchise agreement for a renewal term or until one party provides the other with written notice of termination, in which case the Interim Period will terminate 30 days after receipt of the notice of termination. In the latter case, all of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired. All obligations and restrictions imposed on you upon expiration of this Agreement shall take effect upon termination of the Interim Period.

ARTICLE 4. PREMISES AND EQUIPMENT

Section 4.01 Premises, Location and Lease. You own, lease or sublease the premises described in Appendix A, which we have reviewed and consented to as an acceptable Store site. If the premises are leased, you agree: (1) to furnish us with a copy of your lease for the premises prior to the execution of the lease; (2) to include in said lease a provision that permits you (or us, upon your failure), to fulfill the requirements of Section 12.02; and (3) that any lease that you sign will contain language whereby we may assume the obligations of the lease upon termination of this Agreement. If your lease for the premises of the Store terminates or expires without your fault prior to the expiration of the term of the Agreement, or if in our judgment and your judgment there is a change in the character of the location of the Store sufficiently detrimental to its business potential to warrant its relocation, we will grant permission for relocation of the Store to a location we approve. Any relocation under this circumstance will be at your sole expense. We may charge you a reasonable per diem expense to assist in site location, as well as reimbursement for our out-of-pocket costs.

Section 4.02 Construction of WILD BIRDS UNLIMITED Store. We will furnish site layout plans for the WILD BIRDS UNLIMITED Store together with advice and consultation concerning same but you must bear the cost of adapting such plans to your premises. The building and improvements must be constructed in compliance with the plans and specifications we provide. You must obtain all customary contractors' sworn statements and partial and final waiver, obtain all necessary permits, licenses and architectural seals and comply with applicable legal requirements relating to the building, signs, equipment and premises, including, but not limited to, the Americans With Disabilities Act. You also must obtain and maintain all required building, utility, sign permits and licenses and any other required permits and licenses and use reasonable efforts to keep aware of any zoning changes. It is your responsibility to comply with the foregoing condition. You must commence operation of the Store as soon as reasonably possible after (1) completion of construction and installation of furnishings and equipment required to satisfy the terms and conditions of this Agreement and (2) receipt of opening inventory required by us.

In the event the Store is damaged or rendered totally or partially untenantable by fire or other casualty, you must repair or restore the premises to its former condition within a reasonable time, not to exceed 6 months after the date of the fire or casualty, unless you receive our prior written consent. We will not require you to repair or restore the premises if such damage occurs during the final year of the Agreement unless we agree to renew the Franchise pursuant to Section 3.02. If you are required under this Agreement to restore the premises, the proceeds of the insurance required by Section 10.02(a)(ii) must be applied to the cost of repairing or restoring the premises, and you must pay the balance, if any.

Section 4.03 Installation of Equipment and Furnishings. You may only install and use in and about the Store premises such equipment (including computer equipment, Point of Sale software, and other hardware and software items we may specify), fixtures, furnishings, interior and/or exterior signs and other personal property that we require and that conforms to our uniform standards and specifications as we may revise from time to time. Such equipment is sometimes referred to collectively as "Equipment and Furnishings." You must install Equipment and Furnishings listed on the equipment and furnishings list in the Operating Handbook (as described below). You may be required to license software from us, our affiliate, or a third party, and you also may be required to sign software license agreements and pay software licensing or user fee(s) in connection with your use of the software. We have the right to inspect all Equipment and Furnishings and their installation to assure your compliance with our standards and specifications. It is your responsibility to make sure that you are in compliance with all laws that are applicable to the software or other technology used in the operation of your Store, including all data protection, privacy and security laws as well as payment card industry compliance.

Section 4.04 Maintenance of Premises, Equipment and Furnishings. You must maintain the condition and appearance of your Store consistent with the image of a WILD BIRDS UNLIMITED store as an attractive, clean and efficiently operated retail store, offering a variety of high quality birdfeeders, birdseed and other nature-related products and services, with efficient and courteous service. You must affect such refurbishing and maintenance of the Store, and such modifications and additions to its layout, decor and general theme, as is required from time to time to maintain such condition, appearance, efficient operation and overall image. This may include, without limitation, replacement of worn out or obsolete fixtures, equipment, furniture, signs, repair of the interior and exterior of the Store and appurtenant parking areas, and periodic cleaning and redecorating consistent with our requirements for other WILD BIRDS UNLIMITED stores. We will take into account the age of your Store, remaining lease term, remaining franchise term and other reasonable considerations when requiring any such changes. If at any time in our reasonable judgment, the general state of repair, appearance or cleanliness of the premises of your Store or its fixtures, equipment, furniture or signs do not meet our standards, we will so notify you, specifying the action you must take to correct such deficiency. If you fail or refuse, within 30 days after receipt of such notice, to initiate and thereafter continue in good faith and with due diligence, a bona fide program to undertake and complete any such required maintenance or refurbishing, we may affect such maintenance and refurbishing on your behalf. You must pay the entire cost to us on demand.

Section 4.05 Purchase of Equipment and Furnishings. A list of the Equipment and Furnishings which we have approved as being in accordance with our standards and specifications is contained in the Operating Handbook. You must purchase and install only such Equipment and Furnishings as are on our approved equipment and furnishings list or we otherwise approved in writing. The specifications and standards for such listed Equipment and Furnishings will be provided to you. If you desire to purchase or install any item not so listed or approved, you must submit to us a written request for approval of such item, or request the supplier of such item to do so. We have the right to require, among other things, that a sample of the item be delivered (or otherwise be made available in a manner acceptable to us) to us for testing prior to responding to the request for approval. You must pay to us a charge not to exceed the cost of such testing by you or by the supplier of such item. We will not be liable for any damage to equipment or furnishings that may result from the testing process. We reserve

the right to retest any items previously approved, and to revoke any prior approval if the item fails to continue to meet our standards and specifications. Upon our notification, through revision of the Operating Handbook or otherwise, that we have revoked the approval for use in the Store of any item, you may not thereafter purchase or, if we so direct, use such item.

ARTICLE 5. PRODUCTS AND SUPPLIERS

Section 5.01 Purchase of Products and Suppliers. You agree and acknowledge that the reputation and goodwill of WILD BIRDS UNLIMITED stores is based upon, and can be maintained only by, the sale of distinctive, high quality products and services. All products and services offered at your Store must meet our standards and specifications.

You agree:

(a) to sell only such birdseed, birdfeeders and other nature-related products as we may approve from time to time;

(b) to maintain in sufficient supply at all times and to sell and offer to sell only such approved products;

(c) to discontinue selling or offering for sale any such items as we may disapprove in writing at any time; and

(d) to provide to customers only such services, including onsite consulting services at customer's home or place of business, as we may from time to time authorize.

Section 5.02 Product Testing. In the event you desire to offer any product we have not approved, you may offer such product provided that:

(a) the product does not materially deviate from our then-current standard specifications for products; and

(b) within a reasonable amount of time, you request approval of such products pursuant to the provisions of Section 5.03 below.

Section 5.03 Approved Products and Services. Except for (i) products that we from time to time identify as having a single designated source, (ii) private label products and (iii) other products that we may from time to time specifically restrict to approved suppliers only, you may purchase all approved products to be sold through your Store from any sources, provided the quality conforms to our specifications and quality standards. All private label products must be purchased from suppliers we approve from time to time (which may include us and/or our Affiliates). You acknowledge and agree that certain approved products may only be available from one source, and we or our Affiliates may be that source. Any products you purchase from us or an Affiliate will be at the then-current price in effect. You must remain current with all obligations owed to all suppliers. We may from time to time modify the list of approved products and services, and you shall not, after receipt of written notice of such modification, reorder any product that we have disapproved. If you propose to use any item or any product or offer to customers any service which is not then approved, you must, subject to the provision of Section 5.02 above, notify us and submit sufficient information, specifications and samples (if applicable) concerning such product or service for our determination whether such product or service complies with our specifications and standards. We will, within a reasonable time, notify you whether or not we approve the proposed product or service.

ARTICLE 6. OPERATING STANDARDS

Section 6.01 Operating Standards.

(a) During the term of this Agreement, we will make available to you via our Intranet system the Operating Handbook for WILD BIRDS UNLIMITED stores, which may consist of one or more manuals and other written materials containing specifications, standards and operating procedures (the "Operating Handbook"). We have the right to add to, and otherwise modify, the Operating Handbook from time to time to reflect changes in authorized products and services, standards of product quality and services or the operation of a WILD BIRDS UNLIMITED store. You must comply with each new or changed requirement. The Operating Handbook at all times is our sole property, and your right to access or use the Operating Handbook ceases immediately upon termination, expiration or cancellation of this Agreement. You must at all times treat the Operating Handbook, and the information it contains as secret and confidential, and must use all reasonable efforts to maintain the information as secret and confidential. We may choose to provide this modification to you on paper or by a digital method such as internet or other currently unknown digital technology. Any required standards exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Operating Handbook or other written materials. The Operating Handbook also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

(b) If we loan you a hard copy of the Operating Handbook, you must keep your copy of the Handbook current. In the event of a dispute relative to the contents of the Operating Handbook (whether hard copy or otherwise), the master copy we maintain at our principal office controls.

(c) You must promptly pay when due all taxes levied or assessed including, without limitation, unemployment and sales taxes, on the franchise in the conduct of the business franchised under this Agreement. In the event of any bona fide dispute as to liability for taxes assessed, you may contest the validity or the amount of the tax in accordance with procedures of the taxing authority or applicable law; however, in no event may you permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor, to occur against the premises of your Store, or any improvements of your franchised business.

(d) You must comply with all federal, state and local laws, rules and regulations, and must timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the business franchised under this Agreement, including, without limitation, building and other required construction and occupancy permits, licenses to do business and fictitious name registration, sales tax permits, health and sanitation permits and ratings, and fire code clearances.

(e) You acknowledge that you are an independent business and responsible for control and management of your Store, including, but not limited to, the hiring and discharging of your employees and setting and paying wages and benefits of your employees. You acknowledge that we have no power, responsibility or liability in respect to the hiring, discharging, setting and paying of

wages or related matters. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Marks in any way shifts any employee or employment related responsibility from you to us.

(f) As between us and you, you are solely responsible for the safety and well-being of your employees and the customers of your Store.

Section 6.02 Operating Hours. During the term of this Agreement and absent our prior written consent, your Store must be open and in normal operation for at least 8 hours per day Monday through Saturday with an additional 4 hours per week for a total of 52 hours per week (our recommendation is that those additional 4 hours be on Sunday), except where law may prohibit or where such operation is impossible because of acts of God or similar circumstances beyond your control.

Section 6.03 Training; Annual Conference. Prior to the opening of the Store, we will furnish, and you or the managing partner or your shareholder must attend, our new store training program, furnished at such place and time as we may designate. Existing franchisees opening additional stores must attend the training program if it has been more than 18 months since they attended the training program. During the term of this Agreement, we will impose no training fee for additional franchises purchased by you. Training fees are set forth in Section 7.03 of this Agreement. Anyone participating in the training program who is not a franchisee or a guarantor of a franchise agreement must sign a confidentiality agreement in a form acceptable to us. During the first year of this Agreement, you also must attend our annual conference and pay the then current conference fee. If you fail to attend the conference, you will be required to pay a $500.00 conference non-attendee fee and will be required to attend the next annual conference and pay the then current conference fee. The conference fee for your attendance at the annual conference during the first year of this Agreement will be due and payable upon registration for the conference. After the first year of this Agreement, if you choose to attend the annual conference, the conference fee will be payable upon your registration for the annual conference. Any time you attend the annual conference, you will be responsible for all costs and expenses associated with travel, lodging, food and similar expenses associated with attendance at the annual conference.

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

Section 6.04 Store Management. At all times during the term of this Agreement, the Store must be under the direct control and supervision of you, a managing partner (if you are a Partnership), managing shareholder (if you are a corporation) or designated manager, who has successfully completed our new store training program (the "Store Manager"). The Store Manager must personally participate in the operations of the Store on a full time basis and may not engage in any other business activity, directly or indirectly, that would require any management responsibility or time commitments that may conflict or otherwise interfere with the Store Manager's ability to properly and adequately supervise the Store operation or cause you to fail to fulfill any obligation under this Agreement. If you are a corporation, partnership or limited liability company, you may not engage in any business or activities, other than the ownership and operation of the Store and the development, ownership and operation of other WILD BIRDS UNLIMITED Stores pursuant to franchise agreements granted by us.

Section 6.05 Online Sales. You must participate in our e-commerce platform, My WBU Store, pursuant to which you will accept and fulfill online product or services orders and provide product

delivery and product Store pick up services to your customers. Participation in the MyWBU Store requires that you sign a MyWBU Store (ecommerce platform) Authorization and Participation Agreement and pay an upfront fee of currently $500 and a monthly license fee of currently $100 (which is currently included as part of the POS Technology Fee). A franchisee's MyWBU Store will be able to accept customer orders regardless of where the customer is located (whether inside or outside such franchisee's designated territory), and so you may lose sales as a result of a neighboring franchisee's participation in the MyWBU Store program. Except through My WBU Store, you may not fulfill any orders for products or services or transact sales of any products or services by means of the internet, or any global, regional or other computer network ("online sales") or otherwise conduct, participate in or assist others in the conduct of online sales.

Section 6.06 Participation in Internet Websites or Other Online Communications. We reserve the right to require you to participate, at your expense, in our WILD BIRDS UNLIMITED website, any intranet or extranet system we may develop, or other online communications as we may require. We have the right to determine the content and use of our website and any intranet or extranet system we may develop and will establish the rules under which franchisees may or must participate. You may not (i) separately register any domain name containing any of the Marks, (ii) operate your own website selling bird seed and nature related products or services (whether or not they contain our Marks) other than the required MyWBU Store online platform as set forth in Section 6.05, or (iii) absent our prior approval, which we may grant or deny in our sole business judgment, develop, participate in or use any current or future electronic mechanism that promotes, enhances or offers social networking access or opportunities (such as, but not limited to, Facebook, Twitter and LinkedIn) and that displays the Marks and/or relates to the Store. We retain all rights relating to our website and any intranet or extranet system we may develop and may alter or terminate our website, intranet or extranet system. Your general conduct on our website, intranet and extranet system or other online communications (including, without limitation, blogs, chat rooms, Facebook, Twitter, LinkedIn and other current or future social media and digital marketing platforms or accounts) and specifically your use of the Marks or any advertising is subject to the provisions of this Agreement and the rules or requirements we from time to time impose. We reserve the right to pre-approve, and establish rules, procedures and policies relating to, digital marketing or any website or social media account or other online communication platform you create or wish to use in connection with the advertising or operation of your Store. You acknowledge that certain information related to your participation in our website, intranet or extranet system may be considered confidential information, including access codes and identification codes. Your right to participate in our website, intranet and extranet system, or otherwise use the Marks or System on the internet or other online communications, will terminate when this Agreement expires or terminates. You acknowledge and agree that you do not have any right to use the Marks in digital marketing or on any website or any social media platform or account except as expressly approved by us in writing.

Section 6.07 Suggested Pricing Policies. We may, from time to time, make suggestions to you with regard to your pricing policies. Any list or schedule of prices we furnish to you may, unless otherwise specifically stated, be treated as a recommendation only and failure to accept or implement any such suggestion will not in any way affect the relationship between you and us. Although you generally have the right to establish prices for the products and services you sell, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law, including with respect to online sales and advertised prices.

Section 6.08 Gift Card Program. We may require you to participate in our gift card program ("Gift Card Program"), pursuant to which you will have the right to issue to customers of the Store prepaid gift cards bearing the Marks (the "Gift Cards"). Your participation in the Gift Card Program will be subject to compliance with the terms and conditions we from time to time specify. Without limiting the foregoing, you must comply with the Gift Card Program's terms and conditions and procedures where

a customer purchases a Gift Card from one franchisee's store and redeems the Gift Card at another franchisee's store. You acknowledge that you will be the issuer of the Gift Cards under the Gift Card Program and you will be responsible for compliance with all applicable laws and regulations (including, without limitation applicable state laws, rules and regulations regarding licensing, bonding, reporting, unclaimed property and taxes). We may provide, directly or through a designated or approved third-party vendor, Gift Card processing services for the Gift Card Program, and you will be required to pay (either to us or the approved vendor) the fees associated with such services. You will be required to execute a Gift Card Automated Clearing House (ACH) Agreement (in the form attached hereto as Appendix E ("ACH Agreement")) and to maintain a segregated bank account to hold an amount equal to or greater than your outstanding Gift Card liability. In order to implement the Gift Card Program at the Store, you may be required to purchase, at your own cost, from us or our approved or designated suppliers, certain equipment, supplies, software and materials and provide access and assistance to us and our approved vendor(s) in connection with such implementation. You may not issue any gift cards outside of our authorized Gift Card Program. Your indemnification obligations under this Agreement apply to your obligations under the Gift Card Program and any personal guarantees executed pursuant to this Agreement apply to all of your payment and other liabilities under the Gift Card Program. We have the right to audit, in accordance of the audit provisions of this Agreement, your Gift Card account to ensure your compliance with the Gift Card Program. We may modify or terminate the Gift Card Program at any time. A failure to comply with the terms and conditions of the Gift Card Program will be a default under this Agreement. Your participation in the Gift Card Program will terminate upon termination or nonrenewal of this Agreement. Upon termination of your participation, you must maintain sufficient funds in your Gift Card account to cover all outstanding Gift Card liabilities and you must continue to honor all Gift Cards presented at the Store and maintain your authorization under the ACH Agreement until such time as we confirm that you have no outstanding Gift Card liabilities.

Section 6.09 Ethical Business Conduct. You agree to adhere to good business practices, observing high standards of honesty, integrity, fair dealing and ethical business conduct and good faith in all business dealings with customers, vendors, your employees, our corporate employees, and all other WILD BIRDS UNLIMITED franchisees. You must not engage in deceptive, misleading or unethical practices or conduct that may have a negative impact on the reputation and goodwill associated with the Marks.

Section 6.10 Crisis Situations. In the interest of protecting the WILD BIRDS UNLIMITED brand, Marks and the System, we have the sole and absolute right to determine a response, including what steps will be taken and what communications will be made, in instances of a Crisis, and you agree to comply with and implement our directions in response to a Crisis. "Crisis" means an event or development that negatively impacts the WILD BIRDS UNLIMITED brand or System in such a way that we determine may cause substantial harm or injury to the Marks, System, or the reputation or image of the WILD BIRDS UNLIMITED brand.

ARTICLE 7. FEES AND ADVERTISING EXPENDITURES

Section 7.01 Initial Franchise Fee. You must pay us a non-refundable Initial Franchisee Fee of $40,000. If you sign a Reservation Agreement, you must pay $10,000 upon your signing of the Reservation Agreement and the remaining $30,000 is due when you sign this Agreement. If you do not sign a Reservation Agreement, the entire $40,000 is due upon your signing this Agreement. In the event that this Agreement is for an additional WILD BIRDS UNLIMITED store with an existing Franchisee, the Initial Franchise Fee is an amount equal to one-half of the Initial Franchise Fee then being offered by us to new franchisees. If you are an existing Franchisee and are granted an option to purchase a franchise for an additional Wild Birds Unlimited store, you must pay us a reservation fee of $5,000 for a 6 month option period. If you do purchase an additional store during such option period, that reservation fee will be applied toward your Initial Franchise Fee.

Section 7.02 Royalty. You must pay a Royalty equal to 4% of the Store's Gross Sales. The Royalty is paid monthly based on the immediately preceding month's Gross Sales, and must be received at our headquarters by close of business on the 10th day of the following month. A report of the Gross Sales of the franchised business for the preceding month, which must be delivered to us in the form and within the time frame set forth in the Operating Handbook or otherwise as we specify in writing, must be submitted to us for each payment.

Section 7.03 Training Fee. Except as noted below, you must pay a non-refundable training fee of $5,000. We will waive the training fee in the event that you are an existing Franchisee acquiring the rights to operate an additional franchised store or if you are renewing your existing Wild Birds Unlimited franchise. However, in every instance, you must pay for travel, lodging and food expenses related to the training.

Section 7.04 Advertising Fees and Expenditures.

(a) You must make a monthly National Contribution equal to 1% of your Gross Sales (the "National Contribution") for advertising and marketing programs. We reserve the right to increase the percentage up to 2%, upon 60 days written notice to you. Payment must be made in the same manner and timeframe applicable to the Royalty, as noted in Section 7.02 above.

(b) In addition to the amount specified in 7.04(a) above, you must expend an amount not less than 2% of your Gross Sales for local advertising (the "Local Advertising Expenditure"). You must submit your report of advertising expenses to us on a quarterly basis, or as we otherwise may reasonably require.

(c) You may be required to participate in a local or regional advertising cooperative or advertising group that we (at our option) would establish, and contribute to the cooperative or advertising group up to a maximum of 2% of your annual Gross Sales (the "Regional Contribution"), upon 60 days written notice from us. The notice will designate the time, place, and amounts of the cooperative/advertising group payments. All amounts contributed to the advertising cooperative or advertising group will be credited toward the Local Advertising Expenditure required pursuant to Section 7.04(b). Payments to the advertising cooperative or advertising group shall commence upon 60 days prior written notice from us.

(d) Upon signing of this Agreement, you must pay us $1,000 (the "Marketing Implementation Fee"), for which we will provide you assistance with developing, customizing, and implementing the grand opening or re-opening advertising campaign for your Store. The Marketing Implementation Fee will be in addition to any other costs or expenses (including third party vendor costs) you may incur in implementing the grand opening or re-opening advertising campaign. An existing franchisee acquiring a right to operate an additional store is not required to pay the Marketing Implementation Fee.

Section 7.05 Point of Sale System Fees. You must implement and use, in connection with the operation of your Store, the point of sale ("POS") system that we from time to time designate and pay to us or to our designee (as we determine) the associated fees. As of the Effective Date, our designated POS system and the associated fees and payment terms are set forth on Appendix A. We have the right to change the amount of the POS system fees on 30 days' prior notice to you.

Section 7.06 Net Promoter Score Fee; Mystery Shopper Fee. We reserve the right to designate one or more third-party sources that you must engage to measure customer satisfaction and loyalty metrics for your Store, such as Net Promoter Score. We also reserve the right to require you to participate

in a mystery shopper program. If we require you to participate in such customer satisfaction programs, you must achieve satisfactory ratings as established from time to time under such programs, and you may be required to pay to the designated third-party source their then-current fee for such participation.

Section 7.07 Computations and Remittances. Except for the Initial Franchise Fee, you must compute all amounts due and owing to us at the end of each month's operation and remittance for the amounts must be made received by us at our headquarters, by close of business, on the 10th day of the following month. You must certify the computation of the amounts in the manner and form we specify and submit the reports required by Section 9.02 of this Agreement to us at our headquarters, by close of business, on or before the 5th day of the following month, and you must supply to us any supporting or supplementary materials as we reasonably require to verify the accuracy of remittances. You waive any and all existing and future claims and offsets against any amounts due under this Agreement, which amounts you must pay when due. We have the right to apply or cause to be applied against amounts due to us or any of our Affiliates any amounts that we or our Affiliates may hold from time to time on your behalf or that we or our Affiliates owe to you.

Section 7.08 Late Payment Charges. All royalty fees, advertising contributions, amounts due for purchases from us or our Affiliates and other amounts that you owe to us or our Affiliates, which are not received by the due date, will be assessed a late fee of $35 plus interest at an annual interest rate of 2% in excess of the Prime Rate (as published from time to time by the *Wall Street Journal*). Notwithstanding the foregoing, such interest rate will not exceed the highest applicable legal rate for open business credit in the state in which your Store is located. You acknowledge that this Section 7.08 does not constitute our Agreement to accept such payments after same are due, our commitment to extend credit to or otherwise finance your operation of your Store or a waiver of any right we may have to terminate the Agreement as provided in Article 12 below.

Section 7.9 Credit Cards, Retail Financing Plans and Other Methods of Payment. You shall at all times have arrangements in existence with Visa, Master Card, American Express and such other credit card issuers or sponsors, check verification services systems as we designate from time to time, in order that the Store or online service may accept customers' credit cards and checks.

Section 7.10 Electronic Transfer of Funds. We may require you to sign an electronic transfer of funds authorization, to authorize and direct your bank or financial institution to transfer electronically, on a monthly basis, directly to our account or our Affiliates' and to charge to your account all amounts due to us or our Affiliates. If we exercise our right to institute electronic transfer of funds, you must maintain a balance in your account sufficient to allow us and our Affiliates to collect the amounts owed when due. You must pay for any penalties, fines or other similar expenses associated with the transfer of funds described in this subparagraph.

Section 7.11 Tax Gross Up on Non-Royalty Payments. If your Store is located in a jurisdiction that requires us to pay a tax (other than income tax) on any or all fees that we collect from you now or may collect in the future (other than Royalty Fees), you will be required to pay to us such additional amount hereunder so that after application of the required tax, we actually receive from you hereunder the full, unreduced amount of the fees (other than Royalty Fees) that you are required to pay to us as if no such tax applied.

ARTICLE 8. ADVERTISING

Section 8.01 Origination and Approval of Advertising.

(a) You are required by Section 7.04(b) to conduct, at your expense, advertising to promote and increase the demand for birdseed, birdfeeders and other nature-related products and services of your Store. All such advertising shall either have been prepared, or previously approved, by us, in writing. You may not market your Store or your products or services by means of catalogs or the internet, except as we approve in writing and as provided in Section 6.06. The foregoing notwithstanding, we reserve the right to manage digital marketing activities with respect to your Store.

(b) Recognizing the value of advertising, and the importance of the standardization of advertising to the furtherance of the goodwill and public image of the WILD BIRDS UNLIMITED franchise system, you agree that we or our designee will conduct, determine, maintain and administer all national and regional advertising and marketing as may be instituted from time to time, and will direct all such advertising and marketing using the concepts, materials, media, nature, type, scope, frequency, place, form, copy, layout and context as we specify. You understand and acknowledge that the Advertising Contributions which may be required to be paid pursuant to Section 7.04(a) are intended to maximize general public recognition and acceptance of all WILD BIRDS UNLIMITED stores, and we and our designee(s) make no representation or warranty that any particular store, including your Store, will benefit directly or pro-rata from such advertising.

(c) You acknowledge and agree that we may require you to participate in marketing and customer goodwill programs such as the MyWBU Store, the Daily Savings Club® Customer Loyalty Program, and other similar marketing and customer goodwill programs ("Customer Programs"). You agree to comply with all standards, guidelines, requirements, and restrictions concerning your participation in the Customer Programs as we may from time to time specify. You acknowledge and agree that you may be required to purchase, at your cost, from our approved vendors certain supplies and materials and/or license software as part of your participation in these Customer Programs, and you may be required to complete training related to such programs. A failure to abide by the terms applicable to the Customer Programs will constitute a default under this Agreement. In addition, we may limit or suspend your participation in the Customer Programs if you are in default of any provision of this Agreement. We may change, modify or discontinue any Customer Program at any time. Your participation in any Customer Programs terminates upon the termination or non-renewal of this Agreement. Upon termination of your participation, you must return to us any materials related to the relevant Customer Program that we previously provided to you.

Section 8.02 Use of Advertising Funds. We have the right to delegate and redelegate our responsibilities and duties with respect to advertising to any designee(s) of our choosing, provided that we retain the right of final approval of all advertising programs. The books and business records of accounts for the advertising programs will be open for you to inspect upon reasonable notice. We own and manage the advertising fund. The advertising fund is not a trust or escrow account, and we have no fiduciary obligation to franchisees with respect to the advertising fund. We have the right to determine the expenditures of the amounts collected and the methods of marketing (including digital marketing), advertising, media employed and contents, terms and conditions of marketing and advertising campaigns and promotional programs. We may use the advertising fund to conduct advertising and marketing activities, which may be local, regional or national in scope. We are not required to spend a prorated amount on each Wild Birds Unlimited store or in each advertising market. The advertising fund will be

accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs and overhead as we may incur in activities reasonably related to the administration or direction of such fund and its advertising and promotional programs.

Section 8.03 Reach of Advertising into Other Territories. You acknowledge and agree that the media in which any Store advertises may be distributed or otherwise enter into the designated territory of another franchisee. You acknowledge and agree that we have no control over the distribution and reach of such media and that we cannot prohibit another franchisee from placing advertising in any media that might reach outside of its designated territory and into your Designated Territory.

Section 8.04 Customer Data.

(a) You may only use Customer Information (as defined below) for the purpose of operating the Business to the extent permitted under this Agreement, including the Operating Handbook, during the term hereof and subject to such restrictions as we may from time to time impose, and in compliance with all data privacy, security and other applicable laws. "Customer Information" means any contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information about any customer, including any personal information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. As used in this Agreement, the term "customer" refers to any person or entity (i) included on any marketing or customer lists you develop or use; (ii) who has purchased or purchases products or services at the Store (including through the MyWBU Store); or (iii) whom you have solicited to purchase any products or services at the Store (or via the MyWBU Store). We may use the Customer Information as we deem appropriate, including disclosing it to vendors or sharing it with our Affiliates.

(b) Without limiting the foregoing, you agree to comply with applicable law in connection with your collection, storage, disclosures and your use and our use of such Customer Information, including, if required under applicable law, obtaining consents from customers to our and our Affiliates' use of the Customer Information. You must comply with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("Privacy Laws"), as well as data privacy and security policies, procedures and other requirements we may periodically establish. You must notify us immediately of any suspected data breach at or in connection with the Store (and through the MyWBU Store). You must fully cooperate with us and our counsel in determining the most effective way to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law. You are responsible for any financial losses you incur or remedial actions that you must take as a result of breach of security or unauthorized access to Customer Information in your control or possession.

(c) If any federal or state Privacy Law, including the California Consumer Privacy Act ("CCPA"), as revised by the California Consumer Privacy Rights Act ("CPRA"), Cal. Civ. Code § 1798.100, et seq., and any related regulations, applies to the operation of the Store (including MyWBU Store), whenever and to the extent you operate as a "Service Provider" or "Contractor" under the CCPA, a data processor, or in a similar capacity under any federal or state Privacy Law, you represent and warrant that:

(1) Except for the purpose of operating the Store and in accordance with the Operating Handbook, you will not retain, use, combine or disclose any Customer Information;

(2) You will not sell, share, make available or otherwise disclose any Customer Information to any third party for valuable consideration or for the purpose of performing cross-context behavioral advertising;

(3) You will not retain, use, or disclose Customer Information outside of the direct business relationship between you and us;

(4) You will delete any Customer Information upon our request unless you can prove that such request is subject to an exception under applicable law; and

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

(6) You will implement reasonable security procedures and practices appropriate to the Customer Information you collect, retain, use or disclose, in order to protect it from unauthorized or illegal access, including following minimum requirements that may be set forth in the Operating Handbook.

(7) You will cooperate with us if we seek to ensure that you have collected, retained, used, or disclosed Customer Information consistent with Privacy Laws and this Agreement, including but not limited to providing us with requested compliance documents, or allowing us to assess, audit, or test your privacy and security controls at least annually.

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

(9) You will notify us immediately if you determine you cannot meet your obligations under Privacy Laws or this Agreement regarding your collection, retention, use, or disclosure of Customer Information.

(d) You certify that you understand the restrictions in Paragraphs (1) – (9) of this section and will comply with them. You also acknowledge and agree that we may modify these restrictions from time to time by written notice to you, by issuing updates to our standards and policies pertaining to Privacy Laws, including by adding other similar restrictions that may be required under other state or federal Privacy Laws, and you agree to comply with the same. You also agree to execute any addenda that we may determine are required to conform this Agreement to new or changed Privacy Laws.

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

ARTICLE 9. BOOKS, RECORDS, CONTROL PROCEDURES

Section 9.01 Bookkeeping System. We may furnish to you cost control procedures to which you must adhere. We will also furnish to you a required format for a chart of accounts, statement of earnings and balance sheet, and you must adhere to these formats in reporting to us.

Section 9.02 Required Bookkeeping Service. If you are opening your first Wild Birds Unlimited Store pursuant to this Agreement or if you have purchased an existing WILD BIRDS UNLIMITED Store, you must use our designated bookkeeping vendor to perform bookkeeping functions for the Store for the first 12 months of operation. You hereby authorize the designated vendor to submit on a monthly basis your Store data to us for review.

Section 9.03 Reports. You must submit to us, for review or auditing, such forms, reports, records and financial statements as we may reasonably designate, in the form and at the times and places we reasonably required, upon our request from time to time.

Section 9.04 Marketing Information. We have the right from time to time to require and you have the obligation to furnish requested marketing information based on your records, including the Monthly Marketing Activity Report which must be submitted to us on or before the 10th day of each month and must track your advertising activities for your Store during the preceding calendar month. We will use this information in making surveys and analyses designed to benefit and improve the System and your and other franchisees business and operating results.

Section 9.05 Your Records. You must maintain, during the term of this Agreement, complete and accurate books, records and accounts, in accordance with generally accepted accounting principles. We will prescribe, from time to time, the type of information and period of time to be covered, as well as the form and manner in which it is to be kept.

Section 9.06 Inspection of Your Records.

(a) We have the right to examine and audit, with your full cooperation, your records, accounts and books at reasonable times and places (including, without limitation, your Store or your principal place of business), including to evaluate remotely or on the Store premises your compliance with your obligations regarding Customer Information. You must pay our audit fees, charges and expenses (including, without limitation, travel expenses and reasonable accounting and legal fees) with respect to any periodic or annual audit that reveals an understatement of Gross Sales in excess of 2%.

(b) If required payments or reports are delinquent, or if an inspection reveals that you have understated your Gross Sales reported to us, you must immediately pay to us the amount overdue, unreported or understated, in addition to the late fee and interest from the date due at the rate set forth in Section 7.08. The foregoing will be in addition to any other rights we may have.

(c) Any evaluation or inspection we conduct is not intended to exercise control over your day-to-day operation of the Store or to assume any responsibility for your obligations under this Agreement.

ARTICLE 10. INSURANCE – INDEMNITY

Section 10.01 Indemnity. You must indemnify and hold us and our subsidiaries, Affiliates, stockholders, directors, officers, employees, agents and assignees harmless against, and to reimburse us

and them for, any loss, liability, taxes or damages (actual or consequential) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party (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) which any of them may suffer, sustain or incur by reason of, arising from or in connection with your ownership or operation of the Store. This indemnity shall not apply if such loss, liability or damage is due solely to our negligence (or the negligence of any of our Affiliates) without any contributing negligence on your part. It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason; however, if we incur any cost, liability, loss or damage as a result of any actions or omissions of you or your employees, including any that relate to any party making a finding of any joint employer status, you will fully indemnify us for any such cost, liability, loss and damage. The indemnity obligation set forth in this Section 10.01 shall survive the expiration or termination of this Agreement.

Section 10.02 Your Insurance.

(a) You must, at all times during the term of this Agreement, maintain at your sole expense the following insurance coverage:

(i) Comprehensive General Liability insurance, Broad Form Contractual Liability insurance, and Product Liability insurance (including Automobile Liability for all owned, non-owned and rented vehicles used in the business) against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Store or otherwise in conjunction with the conduct of your business pursuant to this Agreement. The coverage to be maintained must aggregate $2,000,000. The coverage must be carried under one or more policies of insurance containing minimum liability protection of $1,000,000 per person per occurrence for bodily and personal injury and death and $1,000,000 per occurrence for property damage (or such greater amounts or such additional coverage as may be required by the lease for the premises of your Store);

(ii) Property insurance keeping the premises of your Store and its contents insured against loss or damage by fire and such other risks covered in the Standard Extended Coverage Endorsement, in an amount not less than 100% of the full replacement cost of such assets;

(iii) Statutory Worker's Compensation with Employer's Liability limits of at least $500,000 by Accident, $500,000 by Disease Policy Limit and $500,000 by Disease Each Accident, Unemployment Compensation, Disability Insurance, Social Security and other insurance coverage in such amounts as are now or in the future required by any applicable law;

(iv) Cyber Liability of $1,000,000, including but not limited to all data breaches, identity thefts, phishing attacks, social engineering, ransomware and data response/crisis management expenses; and

(v) Insurance coverage against loss of Business Income, including Extra Expense for Actual Loss Sustained up to 12 months if available or at least 50% of your annual gross revenues if not. This policy must also include an Extended Period of Indemnity of not less than 180 days.

We also recommend that you obtain (a) an umbrella liability policy of at least $1,000,000 to apply in excess of the commercial general liability, auto liability and employer's liability policy limits, and (b) an Employment Practices Liability of at least $1,000,000, including 3rd party coverage for harassment and discrimination of non-employees and including Wage & Hour Defense limit of $100,000.

(b) You acknowledge that we may increase the minimum coverage and policy limits and/or add to or change the types of insurance coverage required by this section for our own and your protection and you must comply with such new requirements promptly upon receipt of our written notice to you.

(c) The insurance policy or policies required by this section must be written by an insurance company acceptable to us, with an A.M. Best Rating of not less than A-VII and must name us as an additional insured on all liability policies and must contain a waiver of the insurance company's right of subrogation against us and be primary and non-contributory to any insurance we might carry.

(d) Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified will not be limited by reason of any insurance that we may maintain, nor will your performance of such obligation relieve you of liability under the indemnity provisions set forth in Section 10.01 of this Agreement.

Section 10.03 Evidence of Insurance. You must deliver or cause to be delivered to us certificates (or copies) of all insurance required by this Article 10. You also must deliver to us evidence of payment of all insurance premiums.

Section 10.04 Notice. All insurance policies must provide for notice to us of any cancellation, termination or non-renewal 30 days prior to termination or non-renewal of coverage and for our right to cure any default in payment of premiums within 10 days after written notice. We do not have any duty to cure such default, provided, however, if we do cure such default, we have the right to charge you the cost of curing such default, together with a reasonable fee for our expenses, which charges you must pay immediately upon notice.

ARTICLE 11. OWNERSHIP AND LIMITATION OF USE OF INTELLECTUAL PROPERTY

Section 11.01 Ownership of Marks, Patents and Trade Secrets. You acknowledge that we are the owner of the Marks, patents, trade secrets, instruction manuals, Operating Handbook (collectively, our "intellectual property") and all associated goodwill. Your right to use the intellectual property and all other portions of the System is derived solely from this Agreement and is limited to the conduct of your business pursuant to and in compliance with this Agreement and all our applicable standards, specifications and operating procedures during the term of the Franchise. Your unauthorized use of the intellectual property will constitute an infringement of our rights in and to the intellectual property. You agree that your use of the Marks and any goodwill established inures to our exclusive benefit, and you acknowledge that this Agreement does not confer upon you any goodwill or other interest in our intellectual property. You may not, during or after the term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest our rights in any of the Marks or the goodwill associated with the Marks, including any use of the Marks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media.

Section 11.02 Mark Use. You may not use, or permit the use of, any trademarks, trade names or service marks in connection with the Store except those set forth in Appendix B or except as we otherwise

direct in writing. You may use the Marks only in connection with such products and services as we specify and only in the form and manner we prescribe in writing. You must strictly comply with all trademark, trade name and service mark notice marking requirements. You may use the Marks only in association with products and services approved by us and that meet our standards or requirements with respect to quality.

Section 11.03 Store Identification. You must use the name WILD BIRDS UNLIMITED as the trade name of the Store and you may not use any other mark or words to identify the Store without our prior written consent. You may not use the words WILD BIRDS UNLIMITED or any of the other Marks as part of the name of your corporation, partnership, limited liability company or other similar entity. You may use the Marks on various materials, such as business cards, stationery and checks, provided you (i) accurately depict the Marks on the materials, (ii) include a statement on the materials indicating that the business is independently owned and operated by you, (iii) do not use the Marks in connection with any other trademarks, trade names or service marks unless we specifically approve in writing prior to such use, and (iv) make available to us, upon our request, a copy of any materials depicting the Marks. You must post a prominent sign in the Store identifying you as a WILD BIRDS UNLIMITED franchisee in a format we deem reasonably acceptable, including an acknowledgment that you independently own and operate the Store and that the WILD BIRDS UNLIMITED Mark is owned by us and your use is under a license we have issued to you.

Section 11.04 Notification of Infringements and Claims. You must notify us immediately of any apparent infringement of or challenge to your use of any Mark, patent or our copyrighted materials, or claim by any person of any rights in any intellectual property. We have the right to take such action as we deem appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any intellectual property. You must sign any and all instruments and documents, and things as may be necessary or advisable to protect and maintain our interests in any such litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding or to otherwise protect and maintain our interests in our intellectual property.

Section 11.05 Indemnification of Franchisee/Discontinuance of Use of Marks. We will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your use of our WILD BIRDS UNLIMITED® mark pursuant to and in compliance with this Agreement and for all costs you reasonably incur in the defense of any such claim brought against you in any such proceeding in which you are named as a party, provided that you have notified us of such claim or proceeding within 15 days of such challenge or claim and have otherwise complied with this Agreement. If, however, the challenge or claim results from your misuse of the WILD BIRDS UNLIMITED® mark in violation of this Agreement, you must reimburse us for our fees and expenses we incur in any proceeding.

Section 11.06 Changes. You may not make any changes or substitutions to the Marks unless we direct in writing. We reserve the right to change the Marks at any time. Upon receipt of our notice to change the Marks, you must cease using the former Marks and commence using the changed Marks at your expense.

Section 11.07 Non-Disclosure of Trade Secrets and Confidential Information.

(a) We possess certain proprietary know-how, methods, techniques, drawings, specifications, procedures, information, systems and knowledge and experience in the operation of a WILD BIRDS UNLIMITED store and the purchase, preparation and sale of authorized and approved products and services (the "Know-How"). We will disclose the Know-How to you in furnishing you with layouts, specifications and guidance in the development and operation of the Store, the training program, the Operating Handbook and in guidance furnished to you during the term of this Agreement. The Know-How may be in electronic form.

(b) You acknowledge and agree that you will not acquire any interest in the Know-How, other than the right to utilize it in the development and operation of the Store during the term of this Agreement and that the use or duplication of the Know-How in any other business would constitute an unfair method of competition. You acknowledge and agree that the Know-How is proprietary and, except to the extent known in the relevant industry or trade, is a trade secret of ours and is disclosed to you solely for your use in the development and operation of the Store during the term of this Agreement and on the condition that you agree that you, during and after the term of this Agreement:

(i) will not use the Know-How in any other business or capacity;

(ii) will maintain the confidentiality of the Know-How;

(iii) will not make unauthorized copies of any portion of the Know-How disclosed in written or electronic form; and

(iv) will adopt and implement all reasonable procedures we prescribe from time to time to prevent unauthorized use or disclosure of the Know-How, including without limitation, restrictions on disclosure to employees of the Store.

Section 11.08 Covenant Not to Compete. You acknowledge and agree that we would be unable to protect our trade secrets against unauthorized use or disclosure if you were permitted to hold interests in businesses similar to WILD BIRDS UNLIMITED stores. Therefore, during the term of the Franchise, neither you, any shareholder, partner or other owner (in the event you are a corporation, partnership or other entity), nor any member of your or their immediate families may have any interest as an owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any business offering birdfeeders and/or birdfeed, or any other nature oriented store offering products or services for birds or birdfeeding except for other WILD BIRDS UNLIMITED stores operated under franchise agreements we grant or the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent 1% or less of that class of stock. You must obtain a signed Confidentiality and Non-Competition Agreement in the form attached as Appendix C, as we may revise from time to time, from every general partner if you are a partnership, from every stockholder if you are a corporation, or from every member if you are a limited liability company, and must forward same to us prior to the commencement of training and prior to the acquisition of any such interest by a third party at any time during the term of this Agreement and any renewal. Upon expiration or termination of this Agreement, the terms of Article 13 apply to you.

Section 11.09 Survival. The covenants set forth in this Article 11 shall survive the termination or expiration of this Agreement.

ARTICLE 12. TERMINATION

Section 12.01 Events of Default.

(a) Subject to applicable law, you acknowledge and agree that each of following events constitutes a material default of the obligations imposed by this Agreement and that such a material default provides us with good cause to issue a written notice of immediate termination of this Agreement, without providing you with any opportunity to cure:

(i) your conviction of (or pleading no contest to) a felony, a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in our sole

opinion, to adversely affect the WILD BIRDS UNLIMITED franchise system, or that brings or tends to bring any of the Marks into disrepute or impairs or tends to impair your reputation or the goodwill of any of the Marks or your Store;

(ii) your failure to satisfactorily complete the initial training program, and if necessary the next training program;

(iii) your failure to actively operate the Store as required under this Agreement, or your conduct in abandoning the Store, which is defined as the failure to continuously operate the Store for a period of 5 or more days without our prior written approval;

(iv) your unauthorized assignment or transfer of this Agreement, your Store or an ownership interest in you;

(v) your using the Know-How or Operating Handbook other than in the operation of the Franchise or disclosing the Know-How or Operating Handbook in violation of your confidentiality obligations hereunder;

(vi) your becoming insolvent, filing or having filed against you a petition in bankruptcy, reorganization, or similar proceeding under the bankruptcy laws of the United States; a permanent or temporary receiver of the business, assets or property of you or any partners or shareholders is appointed by any court of competent authority; you or any partners or shareholders request the appointment of a receiver or make a general assignment for the benefit of creditors; a final judgment against you or any partners or shareholders in the amount of $10,000 or more remains unsatisfied of record for 60 days or longer; the bank accounts, property or receivables of you or any partners or shareholders are attached and such attachment proceedings are not dismissed within a 60 day period; or if execution is levied against the business or property of you or any partner or shareholder, and is not dismissed within 60 days;

(vii) your failing or refusing on 3 or more separate occasions within any 12 consecutive month period to submit when due any of the following: financial statements; reports or other data upon our reasonable written request; other information or supporting records upon our reasonable written request; payments; advertising contributions; amounts due for products and services purchased from us, our Affiliates or other suppliers; or any other payment due to us;

(viii) your submitting to us, at any time during the term of this Agreement, a report, financial statement, tax return or schedule or other information or supporting record which intentionally understates Gross Sales for the period covered by such report by more than 2%;

(ix) your failing or refusing to comply with this Agreement on 4 separate occasions within any consecutive 12 month period, whether or not such failures or refusals are corrected after notice is delivered to you; or

(x) your submitting any information to us which is materially misleading or omitting to provide any material information or other information necessary to make any other information submitted not misleading in connection with the qualifying to become a franchisee.

(b) Subject to the provisions of Section 12(a) and applicable law, you acknowledge and agree that each of the following events constitutes a material default of this Agreement and, unless cured within 30 days of notice to you, provides us with good cause to issue a written notice of termination of the Agreement:

(i) your failure to substantially comply with any of the requirements imposed by the Agreement, or to carry out the terms of this Agreement in good faith;

(ii) your failure or refusal to promptly pay any amounts owed to us or our subsidiaries or Affiliates when due, or to submit the financial information we require, or your making any false statements in connection with payments owed or other financial information;

(iii) your failure to maintain the standards that we require as set forth in the Operating Handbook or otherwise as we direct in writing;

(iv) your failure or refusal to obtain our prior written approval or consent as required by this Agreement;

(v) your misuse or making of any unauthorized use of the Marks or otherwise materially impairing the goodwill of the Marks, the System or your Store; and

(vi) your failure to comply with any other provision of this Agreement or any mandatory specification or standard operating procedure we prescribe.

(c) If you are in substantial compliance with this Agreement and we materially breach this Agreement and fail to cure such breach within 30 days after you deliver notice to us, you may, at your option, terminate this Agreement. Your termination of this Agreement for any reason other than our material breach and our failure to cure such breach within 30 days after receipt of written notice will constitute your termination without cause.

(d) The termination rights, including cure periods, if any, specified in this Section 12.01 are subject to any applicable mandatory provisions of state law, which state law provisions will supersede and govern over the terms of this Section 12.01.

Section 12.02 Effect of any Termination, Cancellation or Expiration of this Agreement.

(a) Upon any termination, cancellation or expiration of this Agreement, you must provide us with a complete accounting of all amounts owed us and our Affiliates and, within 30 days of the effective date of termination or expiration of the Agreement, pay to us, our Affiliates and subsidiaries any and all sums owed. In the event of termination for any default by you, such sums include all damages, costs and expenses, including reasonable attorneys' fees we incur as a result of the default, which obligation gives rise to and remains, until paid in full, a lien in favor of us against any and all of the assets of the franchised business you own at the time of default.

(b) All of your rights under this Agreement terminate upon termination, cancellation or expiration of this Agreement for any reason. You may not thereafter use or adopt any trade secrets, other Know-How or other intellectual property disclosed to you or any emblems, signs, displays or other property on which our name or Marks or anything confusingly similar are imprinted. You must remove from the Store premises all signs, emblems and displays identifying it as associated with us or the WILD BIRDS UNLIMITED franchise system. You must take such

actions as may be required to cancel all fictitious or assumed name or equivalent registrations (including any domain names or social media accounts) relating to use of any of the Marks. You must cease to use and must return to us all copies of the Operating Handbook and all other manuals, instructions or materials (whether in written or electronic form) and must relinquish your WILD BIRDS UNLIMITED Store telephone number and notify the telephone service provider and all listing agencies of the termination or expiration of your right to use any telephone number or any telephone directory listings or any domain names, websites or social media accounts associated with the Marks and to authorize transfer of the same to us or at our direction.

(c) Upon termination, cancellation or expiration of this Agreement, unless we otherwise direct in writing, you must make changes in signs, buildings and structures as we reasonably direct, so as to effectively distinguish the same from its former appearance and from any other WILD BIRDS UNLIMITED Store, and if you fail or refuse to comply, then we have the right to enter upon the premises of your Store for the purpose of making or causing to be made such changes at your expense, which expense you must pay on demand. No business may be conducted in the former WILD BIRDS UNLIMITED Store building until such modifications have been completed.

(d) Upon termination, cancellation, or expiration of this Agreement, you must cease to hold yourself out in any way as a WILD BIRDS UNLIMITED franchisee or do anything that would indicate any relationship between you and us.

(e) The covenants set forth in subsections (a), (b), (c) and (d) of this Section 12.02 and Article 13 will survive the termination, cancellation or expiration of this Agreement.

(f) All rights, claims and indebtedness that may accrue to us prior to termination, cancellation or expiration of this Agreement will survive termination, cancellation or expiration and be enforceable by us.

(g) Within 30 days after the effective date of termination, cancellation or expiration of this Agreement, you must furnish evidence satisfactory to us of your compliance with the obligations of this Section 12.02.

Section 12.03 Our Option to Purchase.

(a) Upon termination or expiration of this Agreement, if you are unable to sell your assets to a purchaser we approve within 60 days after said termination or expiration, or such longer period as we both agree, we have the right and option to purchase all or a portion of the Store assets, including, but not limited to, all inventory, supplies, signs and any and all insignia bearing our Marks, at the lesser of cost or fair market value at the date of the expiration or termination of the Agreement. Unless otherwise agreed to by you, the underlying real estate of the Store (or lease of the Store premises) will not be included in such purchase. If the parties cannot agree on the fair market value of the purchased assets within a reasonable time, such dispute shall be resolved by three (3) appraisers – one chosen by you, one chosen by us, and the third selected by the two appraisers designated by the parties. Each party will bear the cost of its designated appraiser and the parties will share equally the costs of the third appraiser. The majority decision of the appraisers will govern. If we elect to exercise any option to purchase as provided in this Section, we have the right to set off all amounts due from you under this Agreement and cost of the appraisal, if any, against any payment therefor.

(b) If we request, you must furnish us with an affidavit and other instruments required by applicable laws or other statutes to evidence and effectuate such sale and purchase.

(c) We may exercise the option set forth in this Section 12.03 by giving you written notice within 60 days (or such longer period as we both agree) of termination or expiration of this Agreement (if you have not sold said assets to a purchaser we approve within such 60 day period (or such longer period as we both agree)).

(d) In addition to the other remedies granted, we shall be entitled to specific performance of the options granted in this Agreement.

ARTICLE 13. COVENANT NOT TO COMPETE AFTER EXPIRATION OR TERMINATION

Upon the expiration of this Agreement or our termination of this Agreement in accordance with the provisions of this Agreement or by you without cause, you agree that for a period of 2 years, commencing on the effective date of termination, or the date on which you cease to conduct the business conducted pursuant to this Agreement, whichever is later, you and (a) each shareholder, partner or other owner, if you are a corporation, partnership or other entity, and (b) your spouse or domestic partner, if you are an individual, will not have any direct or indirect interest as an owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any business offering birdfeeders and/or birdseed or any other nature oriented store offering products or services for birds or birdfeeding (i) at your Store location; (ii) located or operating within your Designated Territory or (iii) within a radius of 10 miles of any other Store in operation on the effective date of expiration or termination, except for other Stores you operate under franchise agreements we grant to you. You agree that the length of time in this Article will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement. This provision does not apply to the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent 1% or less of that class of stock. Further, the parties acknowledge and agree that, if any part of this Article 13 is deemed inconsistent with applicable law, this Article 13 automatically will be modified and construed in a manner that conforms to applicable law.

ARTICLE 14. ASSIGNMENTS

Section 14.01 Assignment by Us. We may sell, assign, transfer, encumber or give away all or any part of our rights, interests or obligations under this Agreement, to any person or legal entity, without your consent.

Section 14.02 Assignment by Franchisee.

(a) You understand and acknowledge that the rights and duties created by this Agreement are personal to you and that we have granted this Franchise to you in reliance upon your individual or collective character, skill, aptitude, attitude, business ability and financial capacity; provided, however, that nothing in this Agreement may be construed in any manner as preventing a spouse, domestic partner or heir of yours from becoming your successor so long as the criteria of this Article 14 of this Agreement are satisfied. Therefore, except as described with respect to an assignment to a corporation or limited liability company, neither the Franchise nor the Store (or any interest) nor any part or all of your ownership may be voluntarily, involuntarily, directly or indirectly, assigned, sold, subdivided, subfranchised or otherwise transferred by you or your owners (including without limitation, by merger or consolidation, by issuance of additional securities representing an ownership interest in you, by conversion of a general partnership to a limited partnership, by transfer or creation of an interest as a general partner of a partnership, by

transfer of an interest in you or in this Agreement in a divorce proceeding, or in the event of your death or death of an owner, by will, declaration of or transfer in trust or the laws of intestate succession) without our prior written approval, which consent will not be unreasonably withheld, and the payment to us of an assignment fee equal to 50% of the then current Initial Franchise Fee, and any such assignment or transfer without such approval constitutes a breach of this Agreement and conveys no rights to or interests in the Franchise or the Store.

(b) You acknowledge and agree that the restrictions on transfer imposed are reasonable and necessary to protect the Marks, trade secrets, operating procedures, and quality, as well as our reputation and image, and are for the protection of us, you, and other franchisees of us. Any assignment or transfer permitted by this Section will not take effect until we issue our written consent, following our receipt and review of a completely signed copy of all transfer documents.

(c) We will not unreasonably withhold our consent to any assignment subject to the restrictions of this Section following our receipt and review of completely signed copies of all relevant documents. We have the right to condition our consent on the satisfaction of the following requirements:

(i) All your and your owners' obligations incurred in connection with the Agreement have been assumed by the assignee;

(ii) You or your Affiliate have paid such Royalty Fees, Advertising Contributions, amounts owed for your purchases from us or our Affiliates, and any other amounts owed to us or our Affiliates under this or any other agreement, which are then due and unpaid;

(iii) The assignee agrees to complete the training program required of new franchisees and pays our then-current training fee;

(iv) If required, the lessor of the premises of the Store has consented to your assignment or sublease of the premises to the proposed assignee;

(v) The assignee (and, if a corporation or partnership, its owners), at our option, have signed and agreed to be bound by:

(1) an assignment and assumption agreement satisfactory to us, whereby the assignee assumes your obligations under this Agreement; or

(2) the form of franchise agreement and such ancillary agreements as we then customarily use in the grant of franchises for stores, which will provide for the same Royalty Fees and Advertising Contributions required under this Agreement and a term equal to the remaining term of the Franchise;

(vi) You or your assignee have paid our then-current standard assignment fee to us to defray expenses we incur in connection with the assignment, including, without limitation, legal and accounting fees, credit and other investigation charges and evaluation of the assignee and the terms of the assignment;

(vii) Except to the extent limited or prohibited by applicable law, you (and each of your owners, if you are a corporation or partnership) have signed a general

release, in form and substance satisfactory to us, of any and all claims against us and our Affiliates, officers, directors, employees and agents;

(viii) We have approved the material terms and conditions of such assignment;

(ix) You (and each shareholder, member or partner, if you are a corporation, a limited liability company or partnership, respectively) have signed a non-competition covenant in favor of us and the assignee, with the content as described in Article 13;

(x) You have entered into an agreement with us agreeing to subordinate such assignee's obligations to us, including, without limitation, any Royalty Fees and Advertising Contributions, any obligations of such assignee to make installment payments of the purchase price to you;

(xii) The assignee meets our then-current standards for new franchises generally, including with respect to the assignee's character, business experience, aptitude, and financial resources;

(xiii) You are in full compliance with all terms and conditions of the Agreement; and

(xiv) The terms of the assignment do not place an undue financial burden on the assignee.

(d) Upon 30 days' prior written notice to us, you and the assets and liabilities of the Store may be assigned, by an agreement in form and substance we approve, to a corporation or limited liability company that conducts no business other than the Store (or other Stores under franchise agreements granted by us), which you actively manage and in which you own and control all of the equity and voting power of all issued and outstanding capital stock. Such an assignment does not relieve you of any obligations under the Agreement, and you will remain jointly and severally liable. The articles of incorporation, by-laws and other organizational documents of any corporation or limited liability company which is yours must recite that the issuance and assignment of any interest of the corporation or entity is restricted by the terms of this Agreement and all issued and outstanding stock certificates of such corporation or operating agreement of such limited liability company must bear a legend reflecting or referring to the restrictions of Section 14.02(e)(5).

Any person who is or becomes a shareholder of yours or has or acquires beneficial ownership of any shares of stock of yours must sign an agreement in a form we furnish or approve undertaking to be bound jointly and severally by all provisions of this Agreement. You must furnish to us at any time upon request a certified copy of the articles of incorporation or operating agreement of a limited liability company and a list, in such form as we may require, of all shareholders of record and all persons having beneficial ownership of shares of stock, reflecting their respective interests in you.

(e) In the event you, including any successors, are a partnership, corporation or limited liability company:

(i) The Articles of Partnership, Partnership Agreement, Articles of Incorporation, the By-laws and other organizational documents must recite that the issuance and transfer of any interest in the Franchise is restricted by the terms of the

Agreement, and copies must be furnished to us upon request (together with copies of the Resolutions of the Board of Directors authorizing its entry into this Agreement).

(ii) All general partners and all direct and indirect holders of a beneficial interest in your corporation must sign a written agreement with us, personally guaranteeing the full payment and performance of your obligations to us and individually undertaking to be bound, jointly and severally, by all terms of this Agreement, including, without limitation, the restrictions on assignment in this Section.

(iii) You may not use the name WILD BIRDS UNLIMITED, any other Mark, or any name deceptively similar, in a public offering of your securities, except to reflect your franchise relationship with us. Any prospectus or registration statement proposed to be used in such a public offering must be submitted to us within a reasonable time prior to the filing and effective date for the limited purpose of permitting us to verify your compliance with this requirement.

(iv) You must furnish us, at the time of execution of this Agreement and upon all transfers subject to the provisions of this Section thereafter, a list of all stockholders and/or partners having an interest in the franchise which reflects the percentage interest of each stockholder or partner, and the number of shares directly and indirectly owned or controlled by each stockholder.

(v) You, if you are a corporation, must maintain stop transfer instructions against the transfer on your records of any securities with voting rights, and must have the following legend printed conspicuously upon the face of each certificate for outstanding voting securities:

> "The transfer of this stock is subject to the terms and conditions of certain Agreement(s) with Wild Birds Unlimited, Inc. Reference is made to said Agreement(s) and to the restrictive provisions of the Articles and By-Laws of this corporation."

(f) Our consent to a transfer of any interest subject to the restrictions of this Article does not constitute a waiver of any claims we may have against the assignor, nor may it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the assignee.

Section 14.03 Death and Disability. In the event of the death or disability of an individual Franchisee or the shareholder or partner of yours, we will consent to the transfer of the decedent's interest in the franchise to his or her surviving spouse, domestic partner, heirs or estate ("Your Heirs") whether such transfer is made by will or by operation of law, for a reasonable time after the occurrence of the death or disability without payment of our then-current standard assignment fee, provided that Your Heirs maintain all standards of Stores and agree to be bound by all the terms and provisions of this Agreement.

In the event Your Heirs are unable to maintain such standards or do not agree to be bound by the terms and provisions of this Agreement, they must within 12 months from the date of death or permanent disability transfer the interest in the franchise to a person we approve. Such transfer is subject to all terms and conditions for assignments and transfers set forth in this Article 14. Failure to transfer or assign such interest in accordance with the provisions of this Section constitute grounds for termination under Section 12.01(a).

Section 14.04 Our Right of First Refusal. Except in the event of a partial ownership change or partial transfer of the Store (i.e., where there is no change of control of the franchisee), if you or your owner at any time determine to sell the Franchise to any third party, you or your owner must obtain a bona fide, signed written offer from a responsible and fully disclosed purchaser and must submit an exact copy of such offer to us. We have the option, exercisable by written notice delivered to you or your owner within 30 days from the date of delivery of an exact copy of such offer to us, to purchase such interest in the Store or such ownership interest in you for the price and on the terms and conditions contained in such offer, provided that we may substitute cash for any form of payment proposed in such offer and we have not less than 30 days from the date of delivery of our notice to exercise our option, to prepare for closing. Any change in the terms of an offer prior to closing constitutes a new offer, subject to our same right of first refusal as in the case of an initial offer. Our failure to exercise the option afforded by this Section 14.04 does not constitute a waiver of any other provision of this Agreement, including any of the requirements of this Section with respect to the proposed transfer, or of our right of first refusal with respect to any subsequent offer.

ARTICLE 15. DISPUTE RESOLUTION

Section 15.01 Arbitration. Except as qualified below, any dispute between you and us or any of our or your Affiliates arising under, out of, in connection with or in relation to this Agreement, any lease for the Store, the parties' relationship, or the business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association. The arbitration must take place in Indianapolis, Indiana, or at such other place as may be mutually agreeable to the parties. Any arbitration must be resolved on an individual basis and not joined as part of a class action or the claims of other parties. The arbitrators must follow the law and not disregard the terms of this Agreement. The decision of the arbitrators will be final and binding on all parties to the dispute; however, the arbitrators may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. A judgment may be entered upon the arbitration award by any state or federal court in Indiana or the state of the Authorized Location.

Section 15.02 Injunctive Relief. Notwithstanding Section 15.01 above, you recognize that the Store is one of a large number of stores and stores identified by the Marks and similarly situated and selling to the public similar products and services, and the failure on the part of a single franchisee to comply with the terms of its agreement could cause irreparable damage to us, the goodwill associated with the Marks and/or to some or all of our other franchisees. Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without the posting of a bond or showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. Similarly, it is mutually agreed that in the event of our breach or threatened breach of any of the terms of this Agreement, you will forthwith be entitled to seek an injunction restraining such breach or to a decree of specific performance, without the posting of a bond or showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that the parties might otherwise have by virtue of any breach of this Agreement by the other party. Finally, we and our Affiliates have the right to commence a civil action against you or take other appropriate action for the following reasons: to compel your compliance with trademark standards and requirements to protect the goodwill of the Marks; to compel you to compile and submit required reports to us; or to permit evaluations or audits authorized by this Agreement.

ARTICLE 16. GENERAL PROVISIONS

Section 16.01 Improvements to System. Any and all improvements in our basic system of operation you or your employees develop ("Improvements") must be fully and completely disclosed to us, and, if such improvements require the adaptation of an existing element of the basic system for implementation, they will become our property, except that you will receive a royalty-free, nonexclusive license of the Improvements from us for the term of this Agreement and any renewal thereof. We may incorporate the same in the system and have the sole and exclusive right to copyright, register and protect Improvements in our own name.

Section 16.02 Severability. Should one or more sections of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

Section 16.03 Independent Contractor.

(a) You and we acknowledge and agree that this Agreement does not create a fiduciary relationship between us, that you are an independent contractor and that nothing contained in this Agreement makes either party an agent, legal representative, partner, or employee of the other. You do not have any right or power to and may not attempt to bind or obligate us in any way or manner whatsoever, nor represent that you have the right to do so.

(b) You have sole responsibility for, and must promptly pay when due, all taxes levied or assessed by reason of your operation and performance under this Agreement, including, but not limited to, local, state and federal, property, license, sales, use leasehold, excise and income taxes. You have the right to contest in good faith the amount or validity of such payments by appropriate legal proceedings. You are responsible for all loss or damage and contractual liabilities to third persons originating in or in connection with the operation of your Store and for all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly resulting therefrom. You further must indemnify and save us harmless from or with respect to any such claims for taxes and other liabilities, loss, expense or damage.

(c) In all building directories, public records and in your relationship with other persons, you must indicate your independent ownership of your business and that you are only our Franchisee and that you independently own and operate your business location. You must file, and/or any permitted assignee must file, and keep on file at all times in the proper public office for the locality involved, a statement showing your actual name as the proprietor of your business, if such is required and/or permitted by the law of the state and for the locality where your place of business is located.

Section 16.04 Article and Section Titles. Article and section titles are used for convenience only and shall not affect the meaning or construction of any provision.

Section 16.05 Entire Agreement. The preamble recitals are incorporated and made a part of this Agreement which, together with the Appendices, constitute the entire agreement of the parties (and which supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to the subject matter of this Agreement). Nothing in this Agreement requires you to waive reliance on the representations made in the FDD.

Section 16.06 Obligations of Interested Parties.

(a) Except as otherwise provided, all acknowledgments, promises, covenants, agreements and obligations you make or undertake are jointly and severally undertaken by you, all persons signing this Agreement in their individual capacities, and by all guarantors.

(b) You must obtain a signed Confidentiality and Non-Competition Agreement in the form attached as Appendix C, which we may revise from time to time, from every general partner, if you are a partnership, or from every stockholder if you are a corporation, or from every member if you are a limited liability company, and must forward same to us prior to the commencement of training and prior to the acquisition of any such interest by a third party at any time during the term of this Agreement and any extension of this Agreement.

Section 16.07 Written Approval, Waiver and Non-Waiver.

(a) Whenever this Agreement requires our prior approval or consent, which consent will not be unreasonably withheld, you must make a timely written request, and such approval must be obtained in writing.

(b) Our failure to exercise any power reserved to us by this Agreement, or our insistence upon your strict compliance with any obligation or condition of this Agreement, and no custom or practice of the parties at variance with the terms, will constitute a waiver of our right to demand exact compliance with any of the terms of this Agreement. Our waiver of any particular default by you will not affect or impair our rights with respect to any subsequent default of the same, similar or different nature, nor will any delay, forbearance, or omission of us to exercise any power or right arising out of your breach or default of any of the terms, provisions, or covenants of this Agreement, affect or impair our right to exercise the same, nor will such constitute our waiver of any right under this Agreement, or the right to declare any subsequent breach a default and to terminate this Agreement prior to the expiration of its term. Our subsequent acceptance of any payments due to us will not be deemed to be our waiver of any preceding breach by you of any terms, covenants or conditions of this Agreement.

(c) No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor will be deemed exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted; but each will be cumulative of every other right or remedy.

(d) No amendment, change or variance from this Agreement will be binding on either party unless mutually agreed by the parties and signed in writing.

Section 16.08 Designated Agent of Franchisee and Notices. You designate the person listed in Appendix A to act on your behalf and sign all documents in all transactions with us. All actions by such designee will be binding upon you if a corporation or other legal entity and will be valid and binding on

any partnerships as if done by each and every partner. We have no duty to deal with anyone other than the designee; however, any documents submitted to us signed by any other officer or partner will be valid and binding upon you. You must promptly notify us in writing of any change in your designated agent. Any notice required or permitted to be given under this Agreement will be sufficient if given in writing and mailed by certified or registered mail to us or your designated agent to the address listed in Appendix A, or to such other address as specified by written notice given pursuant to this section.

If notice is to be provided to us, it must be sent to:

Wild Birds Unlimited, Inc.
11711 N. College Avenue, Suite 146
Carmel, Indiana 46032
Attn: Franchise Development Department

Section 16.09 Specific Performance. Nothing in this Agreement bars our or your right to seek specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause either party loss or damages, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions.

Section 16.10 Costs and Attorneys' Fees. If a claim for amounts you owe to us or our Affiliates is asserted in any proceeding before a court of competent jurisdiction, or in arbitration, or if we or you must enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees.

Section 16.11 Interpretation of Rights and Obligations. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 15.01 of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state in which your Store is located. Further, you waive the rights and protections that might be provided through the laws of Indiana relating to franchises or dealerships or business opportunities, unless you are an Indiana resident or your Store is located in Indiana.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Except in the event of a transfer or assignment in which case we will not unreasonably withhold our consent, whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or

exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product and services quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

Section 16.12 Venue. The parties agree that any suit, action or proceeding with respect to this Agreement must be brought in an appropriate state court located in Hamilton County in the State of Indiana or an appropriate Federal court located in Marion County in the State of Indiana, and the parties waive any questions of personal jurisdiction or venue for the purposes of carrying out this provision. This choice of jurisdiction and venue does not preclude the enforcement by the parties of any judgment or award obtained in such jurisdiction in other appropriate jurisdictions.

Section 16.13 Force Majeure. Neither we nor you will be liable for loss or damage or deemed to be in breach of this Agreement to the extent the failure to perform the parties' respective obligations results from: 1) transportation shortages, the inadequate supply of labor, materials, or energy, and/or the voluntary foregoing of the right to acquire or use transportation, labor, materials or energy in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency; 2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency; 3) acts of God; 4) fires, strikes, embargoes, war, or riot; or 5) any other similar event or cause that is beyond the control of and occurs without the fault of the party claiming force majeure. Any delays resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. Nothing in this provision shall excuse a party from any obligations, or deprive any party of rights, that survive the termination of this Agreement, including, without limitation noncompetition restrictions and indemnification obligations.

Section 16.14 Jury Waiver. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.

Section 16.15 Waiver of Punitive Damages. You and us and our Affiliates waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained.

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IN WITNESS WHEREOF the parties have signed this Agreement on the date set forth below, and the Agreement is effective on the date set forth on the Cover Page.

"US": WILD BIRDS UNLIMITED, INC.

By:_____ Date: _____

Print Name:_____

"YOU":

If a partnership or sole proprietorship:

By:_____ By:_____
Signature Signature

_____ _____
Print Name Print Name

_____ _____
Date Date

If a corporation or limited liability company:

_____, a(n) ☐ S-Corp ☐ C-Corp ☐ LLC company, of the
(print name of corporation/LLC) *(select one)*

State of _____

Attest:

By: _____

Name & Title: _____

Date: _____

APPENDIX A
TO WILD BIRDS UNLIMITED® FRANCHISE AGREEMENT

FRANCHISEE INFORMATION SHEET

1. FRANCHISEE INFORMATION:

A. Type of Franchisee:

_____ Individual(s) _____ Partnership _____ Corporation _____ LLC

B. Name (if not Individual(s)): _____

C. List each individual franchisee or shareholder, partner or manager of your entity identified in A above:

NAME _____
STREET _____
CITY, STATE, ZIP _____
% OF OWNERSHIP _____

NAME _____
STREET _____
CITY, STATE, ZIP _____
% OF OWNERSHIP _____

NAME _____
STREET _____
CITY, STATE, ZIP _____
% OF OWNERSHIP _____

NAME _____
STREET _____
CITY, STATE, ZIP _____
% OF OWNERSHIP _____

2. STORE INFORMATION:

A. Store Address:

STREET _____
CITY _____
STATE/ZIP _____

B. Designated Territory Description:

_____

_____

_____

_____

_____

_____

3. TERM OF FRANCHISE AGREEMENT:

A. The Effective Date of this Agreement is _____
The Expiration Date of this Agreement is _____

4. YOUR AGENT FOR NOTICES:

A. Name: _____
B. Address (if different from Store address in 2A above):

STREET _____

CITY _____

STATE/ZIP _____

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APPENDIX B
TO WILD BIRDS UNLIMITED® FRANCHISE AGREEMENT

MARKS

You have the right to use the following trademarks and service marks in accordance with the attached Franchise Agreement.

We may amend this Appendix B from time to time in order to make available additional trademarks or service marks or to delete those that become unavailable. You must use only those trademarks and service marks that are then currently authorized.

WILD BIRDS UNLIMITED word mark	Registered 12/4/84 Reg. No. 1,307,988 Principal Register
WILD BIRDS UNLIMITED word mark	Registered 6/9/92 Reg. No. 1,691,873 Principal Register
WE BRING PEOPLE AND NATURE TOGETHER word mark	Registered 8/31/93 Reg. No. 1,790,379 Principal Register
YOUR BACKYARD BIRDFEEDING SPECIALIST word mark	Registered 8/09/94 Reg. No. 1,848,684 Principal Register
WBU Service mark	Registered 8/31/99 Reg. No. 2,274,242 Principal Register
Birdfeeder Logo Trademark	Registered 9/21/99 Reg. No. 2,279,535 Principal Register
Pathways to Nature	Registered 10/16/01 Reg. No. 2,498,785 Principal Register
BirdTracks Trademark	Registered 10/17/2000 Reg. No. 2,395,047 Principal Register
FeederCam Service Mark	Registered 2/22/2000 Reg. No. 2,322,570 Supplemental Register
Advanced Pole System Trademark	Registered 10/31/2000 Reg. No. 2,401,113 Supplemental Register
Birdfeeder Misc. Design 3 dimensional	Registered 6/15/04 Reg. No. 2,852,855 Principal Register
Discover a Refuge in Your Own Backyard word mark	Registered 9/6/05 Reg. No. 2,991,526 Principal Register

Daily Savings Club word mark	Registered 9/27/05 Reg. No. 3,003,020 Supplemental Register
Jim's Birdacious	Registered 1/23/2007 Reg. No. 3,202,221 Principal Register
Now, Every Tree is a Birdfeeder!	Registered 5/15/07 Reg. No. 3,242,028 Principal Register
Birdfeeder Logo Design Only	Registered 5/29/01 Reg. No. 2,455,911 Principal Register
Bark Butter	Registered 2/13/2007 Reg. No. 3,208,258 Principal Register
Naturally Nuts	Registered 6/3/97 Reg. No. 2,067,002 Principal Register
Simply Suet	Registered 6/24/97 Reg. No. 2,073,661 Principal Register
Fruit Cakes	Registered 4/8/97 Reg. No. 2,051,715 Supplemental Register
Almond Munch	Registered 6/10/97 Reg. No. 2,069,404 Principal Register
Ecotough	Registered 12/15/09 Reg. No. 3,725,078 Principal Register
BugBerry Blend	Registered 11/16/10 Reg. No. 3,878,318 Supplemental Register
Stackables	Registered 10/19/10 Reg. No. 3,866,189 Supplemental Register
Nutty for Nuts	Registered 5/31/11 Reg. No. 3,971,845 Principal Register
Ecoclean	Registered 5/17/11 Reg. No. 3,963,055 Principal Register
TREENUTTY	Registered 5/29/12 Reg. No. 4,151,737 Principal Register

FLYING START	Registered 7/23/13 Reg. No. 4,371,911 Principal Register
E-mP^3	Registered 5/27/14 Reg. No. 4,536,209 Principal Register
Feederscaping	Registered 6/4/19 Reg. No. 5,770,868 Principal Register
SUNFIRE	Registered 3/5/19 Reg. No. 5,693,714 Principal Register
FIERY FEAST	Registered 9/24/19 Reg. No. 5,869,418 Principal Register
SUPERSUET	Registered 5/7/19 Reg. No. 5,747,766 Supplemental Register
SUPER BLEND	Registered 5/7/19 Reg. No. 5,747,765 Supplemental Register
BUGS & BITS	Registered 5/7/19 Reg. No. 5,747,763 Supplemental Register
QUICK BITES	Registered 2/26/19 Reg. No. 5,687,610 Principal Register
TREATTRAY	Registered 4/19/11 Reg. No. 3,949,608 Supplemental Register
SAVE THE SONG BIRDS	Registered 3/9/2021 Reg. No. 6,290,762 Principal Register

Each of the above trademarks and service marks may be used only in the manner specified by us and in connection with the goods and services specified by us. No deviations will be permitted.

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APPENDIX C
TO WILD BIRDS UNLIMITED® FRANCHISE AGREEMENT

CONFIDENTIALITY AND
NON-COMPETITION AGREEMENT

I, _____, acknowledge that:

(A) the business of Wild Birds Unlimited, Inc. ("WBU") and its franchisees is a unique business consisting of a retail marketing system created by WBU for the sale and distribution of birdfeeding and nature related products and services and that I will come into contact with and have access to confidential and proprietary information and "know-how" which is owned by WBU as well as information concerning individual franchisee owned stores, all of which may include marketing plans, vendors and retail operating training manuals (the "Confidential Information");

(B) disclosure of the Confidential Information to any third party will cause damage to WBU's and its franchisee's business; and

(C) WBU is relying upon my good faith in the use and handling of the Confidential Information that I learn or have access to and to insure that it is not used improperly or to the disadvantage of WBU or any of its franchisees.

Therefore, in consideration of receiving the Confidential Information and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree that:

1. I shall not divulge, furnish or make accessible to anyone (other than in the regular course of WBU's or its franchisees' business) any of the Confidential Information, as now or hereafter constituted, without the express written consent of WBU. Upon termination of my employment or association with any franchisee of WBU, whether or not the termination is voluntary, I will immediately return to WBU or its designee, all books, manuals, documents, reports, correspondence, notes, samples, or other such materials which contain Confidential Information.

2. Upon the expiration of the Agreement or termination of the Agreement by WBU in accordance with the provisions of the Agreement or by Franchisee without cause, I agree that for a period of 2 years, commencing on the effective date of termination, or the date on which Franchisee ceases to conduct the business conducted pursuant to the Agreement, whichever is later, I will not have any direct or indirect interest as an owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any store providing principally birdfeeders and/or birdseed or any other nature oriented store offering products and services for birds or birdfeeding located or operating within Franchisee's Designated Territory or a radius of 10 miles of any other Store in operation on the effective date of expiration or termination, except for other Stores operated by Franchisee under franchise agreements granted by WBU or the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent 1% or less of that class of stock. If any part of this Section 2 is deemed inconsistent with applicable law, this Section 2 automatically will be modified and construed in a manner that conforms to applicable law.

3. In addition to any other remedies which may be available to WBU, it shall be entitled to injunctive and/or other equitable relief to prevent or remedy a breach of this Agreement, and to secure its

enforcement. For this purpose, I agree to submit to the exclusive jurisdiction and venue of the courts of the state of Indiana.

4. The remedies provided for in this Agreement are cumulative and not exclusive to each other. I understand that WBU may exercise the remedies set forth in paragraph 2 as well as any other remedies which it may have, at any time, from time to time or at the same time, and the failure to exercise any remedy will not constitute a waiver of this Agreement. Remedies may only be waived in writing and signed by an officer of WBU.

5. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

6. Nothing in this Agreement is intended or shall be deemed to create (i) any employment relationship between me and WBU, or (ii) any right or privilege to receive additional or further information, training or materials from WBU.

_____ _____

SIGNATURE DATE

_____

PRINT NAME

_____

STORE NAME

APPENDIX D
TO WILD BIRDS UNLIMITED® FRANCHISE AGREEMENT

PERSONAL GUARANTEE OF FRANCHISE AGREEMENT

WHEREAS, Guarantor(s) has/have requested that Wild Birds Unlimited, Inc. ("WBU") enter into a Franchise Agreement with, or permit the assignment of a Franchise Agreement to _____ ("Franchisee"), for the Wild Birds Unlimited Franchise located at _____ (the "Franchise Agreement"); and

WHEREAS, as an inducement for WBU to enter into the aforesaid transaction, Guarantor(s) desire to personally and unconditionally guarantee the obligations of Franchisee under the Franchise Agreement.

NOW THEREFORE, in consideration of WBU entering into the aforesaid transaction, in addition to other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor(s) hereby agree as follows:

1. GUARANTEE OF FINANCIAL OBLIGATIONS. The undersigned Guarantor(s), for themselves, their heirs, successors and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of any and all amounts referenced in, or arising from Franchisee's performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in the Franchise Agreement and in any other agreement(s) now in effect between Franchisee and WBU or to which Franchisee and WBU become a party, and agree that this Guarantee shall be construed as though the undersigned and each of them signed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other such agreement(s) which give rise to the obligation of any and all amounts due.

2. MODIFICATION OF OBLIGATIONS/CHOICE OF PARTIES. The undersigned Guarantor(s) hereby agree that, without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by WBU and Franchisee, and the undersigned do guarantee and promise to pay any and all amounts due by the Franchisee under the Franchise Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any right or remedy under the Franchise Agreement, this Guarantee or any other instrument or agreement between WBU and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and (d) WBU or any other person may deal in any manner with Franchisee, any of the undersigned Guarantor(s), any party to the Franchise Agreement or any other person. Each of the undersigned waives: (1) notice of demand for payment of any indebtedness hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the Franchisee or any other person as a condition of liability.

3. SEVERAL LIABILITY. Should Franchisee be in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and WBU, WBU may proceed directly against any or each of the undersigned Guarantor(s) without first proceeding against Franchisee and without proceeding against or naming in such suit any other signatory to the

Franchise Agreement, others of the undersigned Guarantors or any other guarantor of the Franchise Agreement.

4. RELEASE. The cessation of or release from liability of Franchisee or any of the undersigned shall not relieve any other Guarantor(s) from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between WBU and Franchisee, except to the extent that the breach or default has been remedied or monies owed have been paid.

5. NO WAIVER. Any waiver, extension of time or other indulgence granted by WBU or its agents, successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisee and WBU, shall in no way modify or amend this guarantee, which shall be continuing, absolute, unconditional and irrevocable. In addition, each of the undersigned consents and agrees that: (a) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; and (b) such liability will not be diminished, relieved or otherwise affected by Franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Franchise Agreement, or the amendment or extension of the Franchise Agreement with or without notice to the undersigned.

6. WBU SUCCESSORS. It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee shall inure to the benefit of WBU, its successors and assigns. This Guarantee may be assigned by WBU voluntarily or by operation of law without reducing or modifying the liability of the undersigned.

7. SEVERABILITY. Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

In all other respects, the Franchise Agreement is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee effective as of the date of the Franchise Agreement.

_____	_____
Name_____	Name: _____
_____	_____
Date	Date

APPENDIX E
TO WILD BIRDS UNLIMITED® FRANCHISE AGREEMENT

ACH Agreement

WILD BIRDS UNLIMITED GIFT CARD PROGRAM
AUTOMATED CLEARING HOUSE (ACH) AND CREDIT CARD AUTHORIZATION AGREEMENT

Pursuant to the merchant Agreement between Wild Birds Unlimited and its affiliates, if any, and Givex Corporation and its affiliates, it will be necessary for each Wild Birds Unlimited location or franchise (a "Participant") to provide Givex with its banking information to facilitate funds transfer by ACH from one Participant to another as part of the sales and redemption process for those gift cards that are sold by a Participant and redeemed, in whole or part, by another Participant. It is each Participant's obligation to inform Givex of any changes to the banking information it provided. Neither Wild Birds Unlimited nor Givex will be liable for any funds incorrectly transferred as a result of errors in banking information that directly resulted from information provided by a Participant. Each Participant must activate and/or redeem the gift cards as specified by Givex and Wild Birds Unlimited in order for controlled, accurate tracking of the gift cards as outlined in the Gift Card Participation Agreement. All information obtained as part of the gift card program will only be used for administration of the Gift Card Program. Each Participant must provide valid credit card information as a secondary form of payment in the event of a failed ACH transfer, whether due to insufficient funds or for any other reason. By providing its credit card information and signing below Company authorizes such payment. Company also authorizes payment to Givex of fees specified in the Gift Card Participation Agreement.

Company Details

Location Name:		**Contact Name:**	
Store Number (SID):		**Outlet ID (internal use only)**	
Address Line 1:			
Address Line 2:			
City:		**Telephone:**	
State:		**Fax:**	
Zip Code:		**Email:**	

Bank Account Information: In order to be a participant in the Wild Birds Unlimited Gift Card Program, the Company must establish a secondary bank account pursuant to the Gift Card Participation Agreement.

Pursuant to the Gift Card Participation Agreement with Wild Birds Unlimited, Company hereby authorizes Givex, in its own capacity and as agent for other Participants, to initiate debit entries to the Company's account shown below. It is hereby acknowledged that the origination of ACH transactions must comply with applicable provisions of U.S. law and that this authorization is to remain in full force and effect until Givex has received written revocation from the Company in such time and manner as to afford Givex and the listed bank a reasonable opportunity to act on the revocation.

Bank Name:			
City:		**State:**	
Bank Routing Number (9 digits):		Account Number:	
Account Type: Checking: ( ) Savings: ( )		**Note**: Please ensure an account type is selected. Incomplete forms will not be processed.	
EXAMPLE: In this example, the Bank Transit/Routing Number is "124574001", and the Account Number is "784512"		*000000** [124574001] 784512*	

**********TO ENSURE ACCURACY, PLEASE SUBMIT OR FAX A VOIDED CHECK COPY**********

FAX TO: 317-571-7110 ATTN: AMY MOORE

Authorized Signature _____ **Date** _____

RIDER TO STATE ADDENDUM
TO THE WILD BIRDS UNLIMITED®
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

This Rider to State Addendum to WILD BIRDS UNLIMITED® Franchise Disclosure Document and Franchise Agreement is entered into by and between Wild Birds Unlimited, Inc., an Indiana corporation with an address of 11711 N. College Avenue, Suite 146, Carmel, Indiana 46032 ("we" or "us") and _____ _____ ("you").

A. This Rider is being signed because you are a resident of one of the states listed in the heading of this Rider (the "Applicable Franchise Registration State") or a non-resident who is acquiring franchise rights permitting the location of one or more Wild Birds Unlimited® stores in the Applicable Franchise Registration State.

B. We and you have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and wish to amend the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

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

2. Except as provided in this Rider, the Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

YOU:_____ WE: WILD BIRDS UNLIMITED, INC.

By_____ By_____

Title_____ Title_____

Date_____ Date_____

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE AGREEMENT FOR THE
STATE OF CALIFORNIA

This Addendum pertains to franchises sold in the State of California and is for the purpose of complying with California statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Article 13 of the Franchise Agreement contains a covenant not to compete which extends beyond the term of the franchise. This provision may not be enforceable under California law.

2. California Business and Professions Code Sections 20000 through 20043, the California Franchise Relations Act, provide 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.

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

4. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

YOU:_____ WE: WILD BIRDS UNLIMITED, INC.

By_____ By_____

Title_____ Title_____

Date_____ Date_____

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE AGREEMENT FOR THE
STATE OF ILLINOIS

This Addendum pertains to franchises sold in the State of Illinois and is for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. The second sentence of Section 16.07(a) of the Agreement is deleted in its entirety.

2. The first sentence of Section 16.12 is deleted in its entirety, and the following is substituted:

> Subject to Section 15.01, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Illinois federal or state court for the Designated Area in which you are located.

3. The Acknowledgment Addendum attached to the Franchise Agreement (and specifically stating that it is not for use in the State of Illinois) is unenforceable under Illinois law because it may have the effect of forcing a franchisee to waive or release certain rights that you as a franchisee have under the Illinois Franchise Disclosure Act, 815 IL § 705.

4. Section 16.11(1) is deleted in its entirety and replaced with the following:

> Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 15.01 of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of Illinois.

5. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois 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 the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

6. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

YOU:_____ WE: WILD BIRDS UNLIMITED, INC.

By_____ By_____

Title_____ Title_____

Date_____ Date_____

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE AGREEMENT FOR THE
STATE OF MARYLAND

This Addendum pertains to franchises sold in the State of Maryland and is for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. The following sentence is hereby added to the end of Section 3.02, Renewal Term and Conditions of Renewal:

> The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following sentence is hereby added to the end of Section 14.02(c)(vii), Assignments:

> The general release required as a condition of assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is hereby added to the end of Section 16.07, Written Approval, Waiver and Non-Waiver:

> Nothing in this Section 16.07, however, will act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Section 16.12, Venue, is amended to provide that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Section 16.12 is further amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Franchise Agreement.

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

6. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

YOU:_____

By_____

Title_____

Date_____

WE: WILD BIRDS UNLIMITED, INC.

By_____

Title_____

Date_____

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE AGREEMENT FOR THE
STATE OF MINNESOTA

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. We will undertake the defense of any claim of infringement by third parties involving the WILD BIRDS UNLIMITED mark, and you will cooperate with the defense in any reasonable manner prescribed by us with any direct cost of such cooperation to be borne by us.

2. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the franchise agreement.

3. The second sentence of Section 15.02 of the Agreement is deleted in its entirety and will have no further force and effect and the following is substituted in lieu thereof:

> Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to seek an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators.

4. Section 16.12 is modified to reflect that Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. To the extent the Franchise Agreement requires litigation to be conducted outside of Minnesota, such provision is void.

5. Section 16.14 is hereby deleted in its entirety.

6. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota, provided, that this part will not bar the voluntary settlement of disputes.

7. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

YOU:_____ WE: WILD BIRDS UNLIMITED, INC.

By_____ By_____

Title_____ Title_____

Date_____ Date_____

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE AGREEMENT FOR THE
STATE OF NORTH DAKOTA

This Addendum pertains to franchises sold in the State of North Dakota and is for the purpose of complying with North Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. The covenant not to compete upon termination or expiration of this Agreement contained in Article 13 may be unenforceable, except in certain circumstances provided by law;

2. Your consent to jurisdiction and venue in Indiana contained in Section 16.12 may be inapplicable; provided, however, that such inapplicability in the State of North Dakota will not be construed to mean that venue in Indiana is improper, or that Franchisee and its officers, directors and shareholders are not subject to jurisdiction in Indiana or in any other state;

3. Your consent to the application of Indiana law contained in Section 16.11 may be inapplicable; provided, however, that such inapplicability in the State of North Dakota will not be construed to mean that Indiana law is improper, or that Franchisee and its officers, directors and shareholders are not subject Indiana law or the laws of any other state;

4. The provisions of Section 15.01 requiring arbitration hearings to take place in Indianapolis, Indiana, will be inapplicable and in the event of arbitration between Franchisor and Franchisee, such arbitration will be conducted in Fargo, North Dakota, or at a mutually agreed upon location;

5. The parties' waiver of their right to trial by jury, as set forth in Section 16.14, may not be enforceable under North Dakota law;

6. The parties' waiver of their right to claim punitive damages, as set forth in Section 16.15, may not be enforceable under North Dakota law; and

7. You may not be required to sign a general release as a condition of renewal under Section 3.02(g) of the Franchise Agreement.

8. Nothing contained in Article 12 of the Franchise Agreement shall be construed as to require the Franchisee to consent to any termination penalties, as such penalties are unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

9. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

YOU:_____ WE: WILD BIRDS UNLIMITED, INC.

By_____ By_____

Title_____ Title_____

Date_____ Date_____

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE AGREEMENT FOR THE
STATE OF RHODE ISLAND

This Addendum pertains to franchises sold in the State of Rhode Island and is for the purpose of complying with Rhode Island statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. The Rhode Island Franchise Investment Act (the "Act") at Section 19-28.1-14 provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The parties agree that to the extent that any provision in any of the Contracts entered into by the parties are inconsistent with the Act, the provisions of the Act shall control. They furthermore expressly agree that Rhode Island law shall be applied to, and govern, any claim between the parties that alleges violation of the Act.

2. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

YOU:_____ WE: WILD BIRDS UNLIMITED, INC.

By_____ By_____

Title_____ Title_____

Date_____ Date_____

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE AGREEMENT FOR THE
STATE OF VIRGINIA

This Addendum pertains to franchises sold in the State of Virginia and is for the purpose of complying with Virginia statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. All cross default provisions of the Franchise Agreement and their corresponding disclosures in Item 17 of the Disclosure Document are hereby deleted in their entirety.

2. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

YOU:_____ WE: WILD BIRDS UNLIMITED, INC.

By_____ By_____

Title_____ Title_____

Date_____ Date_____

ADDENDUM TO
WILD BIRDS UNLIMITED®
FRANCHISE AGREEMENT, MYWBU AUTHORIZATION AND
PARTICIPATION AGREEMENT, ERPLY POS AUTHORIZATION AND
PARTICIPATION AGREEMENT, ERPLY POS SOFTWARE-AS-A-SERVICE AGREEMENT
AND RELATED AGREEMENTS FOR THE
STATE OF WASHINGTON

This Addendum pertains to franchises sold in the State of Washington and is for the purpose of complying with Washington statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

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

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

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

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

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or

(ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

YOU:_____ WE: WILD BIRDS UNLIMITED, INC.

By_____ By_____

Title_____ Title_____

Date_____ Date_____

ADDENDUM TO WILD BIRDS UNLIMITED® FRANCHISE AGREEMENT FOR THE STATE OF WISCONSIN

This Addendum pertains to franchisees in the State of Wisconsin and is for the purpose of complying with Wisconsin statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, Section 12.01 of the Agreement pertaining to "Termination by Us" is extended as follows:

> We will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between you and us inconsistent with the Law.

3. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

YOU:_____ WE: WILD BIRDS UNLIMITED, INC.

By_____ By_____

Title_____ Title_____

Date_____ Date_____

Exhibit D

INITIAL FRANCHISE FEE AMENDMENT (ADDITIONAL STORE)

INITIAL FRANCHISE FEE AMENDMENT
(Additional Store)

This Amendment is entered into on _____, _____, by and between _____("you") and Wild Birds Unlimited, Inc., an Indiana corporation ("we" or "us") for the purpose of amending the Franchise Agreement granted to Franchisee on _____, 20___ (the "Franchise Agreement") for the operation of a Wild Birds Unlimited in _____ (the "Franchise").

We and you acknowledge and agree that, for good and valuable consideration, the Franchise Agreement is hereby amended as follows:

1. **Initial Fee (Sect. 7.01).** Replace the existing Section 7.01 of the Franchise Agreement with:

You must pay us a non-refundable Initial Franchisee Fee of $20,000, paid to us as follows:

(i) if you sign a Reservation Agreement, $5,000 upon your signing of the Reservation Agreement and $15,000 upon your signing of the Franchise Agreement; or

(ii) if you do not sign a Reservation Agreement, $20,000 upon your signing of the Franchise Agreement.

The parties execute this Amendment effective as of the date first written above.

YOU:

_____
Signature

_____
Print Name and Title

As officer of _____

Date: _____

US:

By: _____

Title: _____

Date: _____

Exhibit E

MyWBU STORE (ECOMMERCE PLATFORM)

AUTHORIZATION AND PARTICIPATION AGREEMENT

MyWBU Store (ecommerce platform) Authorization and Participation Agreement

In consideration of Wild Birds Unlimited, Inc. ("**Franchisor**") permitting the franchisee identified below ("**Franchisee**" or "**you**") to participate in the MyWBU Store e-commerce platform program described below (the "**Program**"), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Franchisor and Franchisee agree as follows:

1. Franchise Agreement. Franchisor and Franchisee are parties to a Wild Birds Unlimited ("**WBU**") Franchise Agreement ("**Franchise Agreement**") pursuant to which Franchisee is authorized to operate a WBU retail store identified on the signature page hereto (the "**Retail Store**") selling birdfeeders, birdseed and other nature-related items to the general public (the "**WBU Products**").

2. Franchisee Participation. The parties wish to amend the Franchise Agreement and expand the Franchisee's rights under the Franchise Agreement to include Franchisee's right to market, offer and sell authorized WBU Products ("**Products**") via a Franchisee-specific version of Franchisor's MyWBU online store e-commerce software platform (the "**Online Store**"). Franchisee hereby agrees to participate in the Program and operate the Online Store in accordance with the terms and conditions of this MyWBU Store (ecommerce platform) Authorization and Participation Agreement, including, without limitation the Exhibits attached hereto, which Exhibits are incorporated herein and made a part hereof (collectively this agreement and the Exhibits, the "**Agreement**"), and Franchisor agrees to grant to Franchisee the right to participate in the Program and operate the Online Store, subject to the terms and conditions of this Agreement.

3. Program Description. Subject to the terms and conditions of this Agreement, Franchisee agrees to market, offer and sell Products via the Online Store to customers (the "**Customers**") who order such Products via the Online Store and designate either (i) Product delivery to a designated location within or outside the Franchisee's Designated Territory (as such term is defined in the Franchise Agreement) or (ii) Product pick up at Franchisee's Retail Store. Franchisee agrees to timely deliver the Products to such Customer designated location (whether within or outside Franchisee's Designated Territory), or make Products available for pick up at its Retail Store, as applicable. The Online Store is owned and will be set up and hosted by Franchisor, will be identified by Franchisor's trademarks, service marks or logos and will be accessible by Customers via Franchisee's authorized WBU webpage (the "WBU Webpage") or via other marketing channels approved by Franchisor, including but not limited to emails, social media channels or digital publications.

4. Franchisee Acknowledgements. Franchisee acknowledges and agrees that:

a. Franchisee will be the seller of all Products ordered via the Online Store by Customers, and Franchisee will be solely responsible for compliance with all applicable laws, rules and regulations ("**Laws**") applicable to Franchise's use of and activities related to the Online Store. Without limiting the foregoing, Franchisee is solely responsible for collecting and paying all applicable sales and other taxes arising from any transactions conducted by Franchisee via the Online Store or related to Franchisee's participation in the Program. Franchisee will be solely responsible for the implementation of the Program at its WBU franchised business and its integration with its Retail Store.

b. Franchisor will not be deemed the seller of any products under the Program, has no fiduciary or other responsibilities under the Program (except those obligations expressly stated in this Agreement), and only facilitates Franchisee's participation in the Program by providing or arranging for the support services identified on Exhibit 2 hereto, which services Franchisor may modify from time to time in its discretion (the "**Support Services**"). Franchisor is only a service provider making the Online Store available to Franchisee as contemplated hereunder and providing the Support Services for the Online

Store, as set forth herein, either directly or through third party providers designated by Franchisor. Franchisor will have no responsibility or liability to any Customer in connection with Franchisee's participation in the Program.

c. Franchisee is responsible for using administrative tools provided with the Online Store to ensure that information presented on the Online Store is accurate and timely. Any errors in pricing, Product availability or Product delivery information are the sole responsibility of Franchisee, and Franchisor shall not be liable for any costs or damages associated with such errors.

d. FRANCHISEE WILL RECEIVE NO TERRITORIAL PROTECTION WITH RESPECT TO THE ONLINE STORE SALES, AND A CUSTOMER IN FRANCHISEE'S DESIGNATED TERRITORY MAY ORDER AND PURCHASE PRODUCTS FROM A DIFFERENT WBU FRANCHISEE'S ONLINE OR PHYSICAL STORE, AND FRANCHISEE WILL RECEIVE NO COMPENSATION WHATSOEVER REGARDING SUCH IN-TERRITORY PRODUCT SALES VIA ANOTHER WBU FRANCHISEE'S ONLINE STORE OR SUCH SALES AT ANOTHER FRANCHISEE'S PHYSICAL STORE. FOR AVOIDANCE OF DOUBT, FRANCHISEE ACKNOWLEDGES THAT CUSTOMERS MAY ORDER AND PURCHASE PRODUCTS AT ANY WBU PHYSICAL OR ONLINE STORE REGARDLESS OF LOCATION AND MAY RECEIVE MARKETING MATERIALS FROM ANOTHER WBU ONLINE OR PHYSICAL STORE.

e. Franchisor is not responsible for the timeliness, misdelivery, deletion or failure to store any information uploaded (or attempted to be uploaded) by Franchisee. Franchisor makes no warranty as to the accuracy or completeness of the information and services provided through the Online Store or the results of Franchisee's use of the Online Store, or that the Online Store is free from errors. Franchisee acknowledges that it is Franchisee's responsibility to evaluate the accuracy, completeness and usefulness of all information obtained or provided through the Online Store.

f. The internet is not a reliable means of communication and Franchisor does not warrant the security of any information transmitted through the Internet. Certain functions of the Online Store may use industry-standard, SSL (Secure Socket Layer) encryption and decryption methodology to protect information while in transit to and from Franchisor servers.

5. Requirements. Franchisee understands and agrees that its participation in the Program is conditioned on its compliance with the following requirements:

a. At all times during the Program Term, Franchisee will provide electronic access and assistance to Franchisor and its service providers in order to allow them to perform Franchisor's obligations hereunder and to enable Franchisor to verify Franchisee's compliance with the terms and conditions hereof.

b. At all times during the Program Term, Franchisee agrees to comply with the terms and conditions of the MyWBU Store Handbook, which Franchisor will make available to Franchisee and which may consist of one or more manuals and other written materials and communications from Franchisor containing specifications, rules, instructions, policies, standards and operating procedures regarding the Program (including, without limitation, Franchisor's recommended accounting procedures, inventory reporting codes, return policy requirements, and participation in the auto-poll program), as such MyWBU Store Handbook may be modified or updated by Franchisor from time to time (collectively, as so updated or modified, the "**MyWBU Store Handbook**"). For purposes of this Agreement, the MyWBU Store Handbook shall be deemed the Operating Handbook under the terms of the Franchise Agreement. The MyWBU Store Handbook will be deemed to be a part of this Agreement.

c. Franchisee will promptly implement a branding and merchandising plan provided by Franchisor for the Online Store, using the Branding Collateral (as defined below) and other Franchisor-approved materials.

d. From time to time during the Program Term, Franchisor may develop various marketing and promotional programs and campaigns for the Online Store, including, without limitation the Daily Savings Club Program, testing and implementing free shipping thresholds, and using Franchisor-approved shipping vendors, and Franchisor may require and/or recommend that Franchisee participate in such programs and campaigns. Franchisor recognizes the seasonality of bird and product offerings and will be sensitive to timing on such participation requirements. Franchisee agrees to participate in any such required programs or campaigns and comply with Franchisor's policies and instructions related to any programs or campaigns in which Franchisee participates.

e. Franchisee agrees not to use any other online ecommerce platform during the Program Term, except as approved in writing by Franchisor.

f. Subject to applicable Laws, at all times during the Program Term, Franchisee will comply with any Minimum Advertised Price ("**MAP**") policies implemented by Franchisor and updated by Franchisor from time to time with respect to the marketing of Products via the Online Store.

g. Franchisee agrees to offer and sell gift cards via the Online Store, in accordance with Franchisor's Gift Card Program.

6. Program Costs. Franchisee agrees to make the following investments and incur the following costs in connection with its participation in the Program:

a. Branding Collateral. To promote the Online Store, prior to the roll-out of the Online Store at Franchisee's WBU franchised business, Franchisee agrees to purchase from Franchisor (or an approved third-party vendor) designated Program branding collateral and other Program-related marketing materials (collectively, "**Branding Collateral**"). The current cost of the Branding Collateral is set forth on Exhibit 1.

b. Set Up Fee. As consideration for Franchisor's set up of the Online Store for Franchisee hereunder, Franchisee will pay Franchisor, in a lump sum upon signing this Agreement, a one-time Initial Online Store Set Up Fee, in the amount set forth on Exhibit 1.

c. Monthly Support Fees; Taxes. As consideration for Franchisor's ongoing support of the Online Store and Franchisee's continued access thereto, Franchisee will pay Franchisor a Monthly Support Fee in the amount set forth on Exhibit 1. This fee will be due the following month for the prior month's access to the Online Store. Additionally, if any governmental authority requires the payment of a tax, including, but not limited to sales tax, on the Monthly Support Fee, Franchisee must pay the amount of that tax to Franchisor so that Franchisor can remit the tax fees to the governmental authority.

d. Royalties and Other Fees. For avoidance of doubt, all of Franchisee's revenues from sales via the Online Store will be included in Gross Sales and Franchisee will pay royalty fees and other fees on such sales as provided in the Franchise Agreement.

e. POS System and other Equipment. If Franchisee does not have installed at its Retail Store the currently approved version of the WBU Point of Sale system ("**WBU POS System**"), then, prior to participating in the Program, Franchisee must purchase the WBU POS System or appropriate upgrade from the approved supplier and pay the Franchisor the then-current POS Installation Fee (the current amount of

such fee is set forth on Exhibit 1) for which Franchisor will install the WBU POS System at Franchisee's Retail Store. In addition, Franchisee acknowledges that the currently approved WBU POS System will be replaced by a new approved WBU POS System in the near future (the migration to the new WBU POS System is anticipated to occur prior to the end of 2022), and Franchisee understands and acknowledges that continued participation in the Program will require migration to the new WBU POS System in accordance with a timeline specified by Franchisor (and Franchisee will bear associated costs to purchase and install such new WBU POS System). In addition, Franchisee must install and use such other equipment and technology, including computer equipment, hardware, software, Internet service, firewall, etc., as may be required by Franchisor from time to time in order to access, use and operate the Online Store.

f. Credit Card Processing. Franchisee agrees to set up an account with, and pay associated fees to, Franchisor's approved Online Store third party credit card processor (as Franchisor may from time to time designate), to process Customer payments for purchases of Products via the Online Store. For avoidance of doubt, Franchisee may keep its current credit card processor for in-Retail Store product sales.

g. Shipping Scale. If Franchisee's Retail Store does not currently have an approved shipping scale, Franchisee agrees to purchase it from a Franchisor approved third-party vendor to use in connection with the processing of Product orders placed via the Online Store. The approximate current cost of the shipping scale is set forth on Exhibit 1.

h. Other Costs; Changes to Costs and Fees. For avoidance of doubt, all costs and expenses of Franchisee related to its participation in the Program are exclusively costs and expenses of Franchisee. FRANCHISEE ACKNOWLEDGES THAT THE COSTS AND FEES IDENTIFIED ON EXHIBIT 1 ARE SUBJECT TO CHANGE UPON 30 DAYS' NOTICE FROM FRANCHISOR.

7. License; Customer Information.

a. License. Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee for the Program Term a non-exclusive, non-sublicensable, limited, non-transferable, fully paid-up and revocable license to copy, run, access and use the software to operate the Online Store and use and make a copy of the documentation associated with the Online Store solely for its internal business purposes. Any such copies of the Online Store and documentation remain Franchisor's exclusive property and must contain all copyright and other proprietary rights notices.

b. Customer Information.

(i) Franchisor owns all Customer Information (as defined below). Franchisee may only use Customer Information to the extent necessary to operate and market the Online Store and the Retail Store and otherwise perform its obligations under this Agreement and the Franchise Agreement during the term hereof and thereof and subject to such restrictions as Franchisor may from time to time impose and in compliance with all data privacy, security and other applicable laws. "Customer Information" means any contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information about any customer, including any information deemed "personal information" under applicable law. As used in this Agreement and the Franchise Agreement, the term "customer" refers to any person or entity (i) included on any marketing or customer lists Franchisee develops or uses; (ii) who has purchased or purchases products or services at the Retail Store or through the Online Store; or (iii) whom Franchisee has solicited to purchase any products or services at the Retail Store or via the Online Store. Franchisor may use the Customer Information as it deems appropriate, including sharing it with its affiliates.

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

(iii) If the California Consumer Privacy Act ("CCPA"), Cal. Civ. Code § 1798.100, et seq., or any federal or state Privacy Law applies to the Retail Store or the business operated at the Retail Store, including the Online Store, whenever and to the extent Franchisee operates as a "Service Provider" under the CCPA, a data processor, or in a similar capacity under any federal or state Privacy Law, Franchisee represents, warrants, and covenants that:

(1) Franchisee will not sell, make available or otherwise disclose any Customer Information to any third party for valuable consideration;

(2) Franchisee will retain, use, or disclose Customer Information only for the specific purpose of operating the Retail Store and the Online Store as specified in this Agreement and the Franchise Agreement, and not any commercial or noncommercial purpose other than operating the Retail Store and the Online Store as specified in this Agreement and the Franchise Agreement;

(3) Franchisee will not retain, use, or disclose Customer Information outside of the direct business relationship between Franchisee and Franchisor;

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

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

(iv) Franchisee certifies that it understands the restrictions in Paragraphs (1) – (5) of this Section 7.b. and will comply with them. Franchisee also acknowledges and agrees that Franchisor may modify these restrictions from time to time by written notice to Franchisee, by issuing updates to Franchisor's standards and policies pertaining to Privacy Laws, including by adding other similar restrictions that may be required under other state or federal Privacy Laws, and Franchisee agrees to comply with the same.

8. Term; Termination. This Agreement becomes effective on the Effective Date noted on the signature page hereto and will continue in effect until the termination of the Program as provided herein or the expiration or earlier termination of the Franchise Agreement (for any reason), whichever occurs first (the "**Program Term**"). Franchisor may terminate the Program and this Agreement at any time upon 30 days' prior written notice to Franchisee. This Agreement and Franchisee's participation in the Program may also be terminated or suspended by Franchisor immediately upon written notice by Franchisor to Franchisee if: (a) Franchisee ceases to operate the Retail Store under its WBU Franchise Agreement, (b) Franchisee is in breach of or default under the terms of this Agreement, any Franchise Agreement, any other agreement between Franchisor and Franchisee (including, without limitation, if Franchisee is delinquent in paying any amount due to Franchisor, or if Franchisee does not comply with the terms or conditions of the Program) and fails to cure the default within the applicable cure period (if any) specified in the Franchise Agreement or such other agreement between the parties, or (c) if Franchisor determines, in its business judgment, that, due to financial or other factors affecting Franchisee, Franchisee is no longer a suitable participant in the Program.

Upon termination of the Program Term for any reason, Franchisee agrees to (a) honor and process all pending Online Store product purchase orders placed prior to such termination; (b) cease all new transactions via the Online Store; and (c) comply with all applicable post-termination obligations set forth in the Franchise Agreement, including, without limitation: (i) provide to Franchisor a complete accounting of all amounts owed to Franchisor and its affiliates and promptly pay all such amounts owed; (ii) remove from Franchisee's WBU Webpage as well as the Retail Store all marketing and other materials promoting or otherwise related to the Online Store; and (iii) return to Franchisor the WBU Handbook and any other proprietary materials made available by Franchisor hereunder; and (iv) ensure that all Customer Information in Franchisee's possession is transferred to Franchisor and Franchisee does not retain any personal copies of such Customer Information.

9. Incorporation of Franchise Agreement Terms. Except as otherwise specifically provided herein, Franchisee acknowledges and agrees that the terms and conditions of the Franchise Agreement for the Retail Store will apply to Franchisee's use and operation of the Online Store. The definition of a "Store" and business franchised under the Franchise Agreement shall include the Online Store, except for provisions that relate to the physical retail location characteristics and requirements of the Retail Store. Without limiting the foregoing, the following provisions of the Franchise Agreement shall apply to Franchisee's activities with respect to the Online Store and Franchisee's participation in the Program, and such provisions are hereby incorporated herein (the below section references are references to sections of the Franchise Agreement):

a. Definitions (Article 1);

b. Products and Suppliers (Article 5);

c. Operating Standards (Article 6);

d. Computations and Remittances; Late Payment Charges; Credit Cards, Retail Financing Plans and Other Methods of Payment; Electronic Transfer of Funds (Article 7);

e. Advertising (Article 8);

f. Books, Records, Control Procedures (Article 9);

g. Insurance - Indemnity (Article 10);

h. Ownership and Limitation of Use of Intellectual Property (Article 11);

i. Events of Default and Effect of any Termination, Cancellation or Expiration of Agreement (Sections 12.01 and 12.02);

j. Covenant Not to Compete After Expiration or Termination (Article 13);

k. Assignments (Article 14);

l. Dispute Resolution (Article 15); and

m. General Provisions (Article 16).

For avoidance of doubt, Franchisee acknowledges and agrees that a breach of or default under this Agreement by Franchisee will also constitute a breach of and default under the Franchise Agreement and vice versa. In addition, Franchisee's obligations to protect and indemnify Franchisor (and related parties) under the Franchise Agreement shall apply to any losses, liabilities, taxes or damages and all reasonable costs and expenses of defending any claim brought against Franchisor (or related parties) arising from or in connection with Franchisee's participation in the Program, Franchisee's use and operation of the Online Store and otherwise Franchisee's activities under this Agreement, and such indemnification obligations are hereby incorporated herein by this reference. Further, any personal guarantees signed pursuant to the Franchise Agreement by individuals associated with Franchisee shall apply to all Franchisee payment and other liabilities and obligations under this Agreement.

10. Severability. Should one or more sections of this Agreement be held void or unenforceable for any reason by any arbitrator or court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

11. Entire Agreement. This Agreement, the Franchise Agreement and the exhibits attached hereto and thereto contain the entire agreement of the parties with respect to the subject matter hereof, and replace and supersede in their entirety any prior or contemporaneous agreements, whether written, oral or otherwise. Except as otherwise specifically provided herein, this Agreement may be amended only by an instrument in writing signed by both parties. Nothing in this Agreement or any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

FRANCHISEE:

Franchisee Legal Business Name: _____

By:_____

Title:_____

Franchisee's Retail Store Address: _____

_____

FRANCHISEE GUARANTORS:

_____

_____

_____

FRANCHISOR:

WILD BIRDS UNLIMITED, INC.

By:_____

Title:_____

Effective Date: _____

Exhibit 1

MyWBU Store (ecommerce platform) Program Participation Requirements

In order to participate in the MyWBU Store Program, Franchisee ("I") acknowledges and agrees to the following:

1. **I agree to comply with the terms and conditions of the *MyWBU Store Handbook.*** The MyWBU Handbook details the methods and procedures for implementing and operating the Program and is subject to change.

2. **I agree to adhere to the *MyWBU Store* Customer Terms and Conditions, Privacy Policy and Rules, which includes the Privacy Policy, found in the MyWBU Store Handbook.** I agree to review these documents so that I can answer questions posed by customers regarding their participation in the Program.

3. **I agree to purchase the required supplies for implementing and operating the Program and submit any necessary/required payment(s) to the Franchise Support Center (FSC) or approved vendor(s) (as applicable) in a timely manner.** The supplies for the Program include the external and internal branding material, point of purchase materials to promote the Program, initial set up fee and ongoing monthly support fees, as noted below. Additional computer equipment may be necessary based on my current configuration and this will be assessed by Franchisor prior to my participation in the Program. **Costs and fees set forth below are subject to change upon 30 days' written notice to you:**
    a. Branding Kit cost to promote the program: $330
    b. Initial Set Up Fee: one-time fee of $500
    c. Monthly Support Fee: $100/month (currently included as part of the POS Technology Fee)
    d. Computer equipment cost (incl. POS Installation Fee, if any): $_____(TBD based on my current configuration/version of POS software)
    e. Scale cost: approximately $354

4. **I agree to implement the branding and merchandising plan for the Program provided by Franchisor.** The merchandising plan includes recommended placement of the point of purchase materials included in the Program Branding Kit.

5. **I agree to participate in Free Shipping thresholds (i.e., $75) and other marketing promotions to determine what would drive my customers to order more products via the MyWBU Store and to implement these Free Shipping promotions if required by Franchisor.**

6. **I agree to set up and utilize the Franchisor-approved shipping vendor(s) (currently Fed Ex) account. I understand that I may use a different shipping vendor(s), if that vendor(s) meet(s) the delivery standards, including, but not limited to, timing of customer delivery, professional reputation, etc., of the current Franchisor-approved shipping vendor, with appropriate insurance coverage if necessary.**

7. **I agree to offer In Store/Curbside Pickup services at my retail WBU store.**

8. **I agree to utilize Franchisor-required Point of Sale System (currently ERPLY) and pay the fees associated with same.**

9. **I agree to participate in the Daily Savings Club Program.**

10. **I agree to set up an account with Franchisor's designated third party credit card processor, to process payments for MyWBU Store** (ecommerce platform). I understand that I can still keep my current credit card processor for in retail Store purchases.

11. **I agree to add the MyWBU Store link to my retail WBU store's website to facilitate online orders via the MyWBU Store.**

12. **I understand that I must be in full compliance with my Wild Birds Unlimited Franchise Agreement to participate in the MyWBU Store ecommerce platform.**

13. **I understand that I must ensure that MyWBU Store is in adherence with all applicable sales taxation requirements, including as it relates to shipping in and out of state.** I agree to partner with Franchisor-recommended tax software partner to ensure appropriate sales tax is recorded, collected and paid.

14. **I agree to adhere to Minimum Advertised Price (MAP) for MyWBU Store product prices for my "market area" as it may be updated by Franchisor from time to time.** This means that any merchandise I choose for my MyWBU Store (ecommerce platform) cannot be advertised below MAP.

15. **I understand that I must have the proper Seed and other Inventory Reporting Codes set up in my POS system and participate in the Auto-Poll program. I agree to update/record seed costs per Franchisor's Best Practices guidelines for the POS system.**

16. **I agree to select my merchandise assortment from a Franchisor-approved master merchandise catalog managed by the Franchise Support Center**. The master catalog will be reviewed regularly and adjusted to account for new products, trends and seasonal needs.

17. **I agree to follow the return policy terms listed on MyWBU Store and provided to the customer after each order.**

18. **I understand that MyWBU Store online promotions may be different from recommended in-store promotions.**

19. **I understand that I must pay for all shipping fees to approved shipping vendors, even when offering required free or discounted shipping fee promotions to my customers.**

20. **I agree to keep the MyWBU Store open and operational at all times during the Program Term, including during non-business hours and on weekends and holidays, subject only to any Franchisor-scheduled website maintenance of the MyWBU Store or failures of third-party IT provider's equipment, services, systems, or technology that are outside of my control and without my fault.**

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Exhibit 2

Support Services

Subject to the terms and conditions of this Agreement and the Franchise Agreement, and conditioned on Franchisee's compliance therewith, during the Program Term, Franchisor will provide to Franchisee Franchisor's standard customer support services as described in this Section 10 (the "**Services**"):

a. Scope of Services. During the Program Term, Franchisor will use commercially reasonable efforts to resolve any incidents reported by Franchisee ("**Incidents**"). Franchisor, in its sole discretion, will determine the amount of time it will need to spend to attempt to resolve any specific Incident.

b. Response Time. During the Program Term, Franchisor will use commercially reasonable efforts to RESPOND to Incidents within seven (7) business days of a call by Franchisee to the Franchisor's service line (1-888-302-2473).

c. Remote Services. Franchisee acknowledges and agrees that Franchisor may provide remote services to Franchisee to assist in analyzing and resolving any Incident. Franchisee agrees to provide Franchisor with access to Franchisee's network and computers to install and use remote access software ("**Remote Access Software**") necessary for Franchisor to provide the remote services to Franchisee.

d. Exceptions. Franchisor has no obligation to provide the Services relating to any Incident that, in whole or in part, arises out of or results from any of the following:

(i) software, or the media on which it is provided, that is modified or damaged by Franchisee or any third party;

(ii) any third-party materials;

(iii) any negligence, abuse, misapplication, or misuse of the Online Store other than by Franchisor personnel, including any Franchisee's use of the Online Store other than as expressly authorized in writing by Franchisor;

(iv) the operation of, or access to, Franchisee's or a third party's system or network;

(v) any breach of or noncompliance with any provision of this Agreement or the Franchise Agreement by Franchisee or any of its representatives;

(vi) Franchisee's failure to install and use the required WBU POS System and other equipment and technology, including computer equipment, software, hardware, internet service, firewall, etc., as is required from time to time by Franchisor in connection with the access, use and operation of the Online Store; or

(vii) any force majeure event.

e. Data Back-up. Franchisee agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.

Exhibit F

LIST OF EXISTING FRANCHISEES AND TERMINATED FRANCHISEES AND THOSE WHO HAVE OTHERWISE LEFT THE SYSTEM AS OF DECEMBER 31, 2022

If you buy this franchise, your contact information will be included in this Exhibit and therefore disclosed to other buyers, including if you leave the franchise system.

List of Existing Franchisees as of December 31, 2022

State	Franchisee	Address	City	State	Zip	Country	Phone	Email
AL	Hal & Laura Smith	1550 Opelika Road, Suite 27	Auburn	AL	36830	USA	(334) 826-9230	villagebirds@charter.net
	Tracy & Doyle Hill	1580 Montgomery Hwy	Birmingham	AL	35216	USA	(205) 823-6500	wbubirmingham@att.net
	Becky Brown	4800 Whitesburg Drive, Suite 9B	Huntsville	AL	35802	USA	(256) 536-9128	becky.wbirdsu@gmail.com
	Martha Terry & Caldwell Terry	6345-C Airport Blvd.	Mobile	AL	36608	USA	(251) 380-0280	wbumobile@att.net
	Tyson & Casey Farmer	1470 Taylor Rd., Ste. 107	Montgomery	AL	36117	USA	(334) 239-9152	wbumontgomery@gmail.com
AR	Robin Muther & Ruth Darling	745 E. Joyce Blvd. Suite 220	Fayetteville	AR	72703	USA	(479) 435-6366	Ozarkmountainbirds@gmail.com
	Jim Allen	1818 N. Taylor Street	Little Rock	AR	72207	USA	(501) 666-4210	pointman@aristotle.net
	Robin Muther & Ruth Darling	2011 Promenade Blvd. Suite 430	Rogers	AR	72758	USA	(479) 246-0217	wbu.rogers@gmail.com
AZ	David Covey	2136 East Baseline Road, Suite 2	Mesa	AZ	85204	USA	(480) 507-2473	wbumesaaz@gmail.com
	Josh & Alicia Horsman	7001 N. Scottsdale Road, Suite 174	Scottsdale	AZ	85253	USA	(480) 306-5153	wbuscottsdale@gmail.com
	Brad Brockman	6546 E. Tanque Verde Road, Suite #150	Tucson	AZ	85715	USA	(520) 299-9585	brockmanb@gmail.com
	Eric & Sara Dalrymple	7645 N. Oracle Rd., #110	Tucson	AZ	85704	USA	(520) 878-9585	wbuoracle@gmail.com
CA	Silvia Slemmer	2624 El Camino Real, Ste. F	Carlsbad	CA	92008	USA	(760) 720-1906	wildbirdscarlsbad@gmail.com

Chris & Angelica Verma	911 W. Foothill Blvd.	Claremont	CA	91711	USA	(909) 626-2266	wbu.claremont@verizon.net
Mary Ann & Bruce Kirk	119 Neal St.	Grass Valley	CA	95945	USA	(530) 272-7744	wildbirdsgv@gmail.com
Jonathan & Michelle Gottlieb	7171 Warner Avenue, Suite H	Huntington Beach	CA	92647	USA	(714) 375-1333	wbusurfcity@gmail.com
Alan & Maggie Barry and David Brandt	24451 Alicia Parkway, Suite 9B	Mission Viejo	CA	92691	USA	(949) 472-4928	wbu-mv@sbcglobal.net
Richard Armerding & Catherine Bourne	19500 Plummer Street, Unit D3	Northridge	CA	91324	USA	(805) 379-3901	wbunorthridge@gmail.com
Michael Gedney, Shih-Po Hsu & Jack Gedney	104 Vintage Way, Ste. A-7	Novato	CA	94945	USA	(415) 893-0500	wbumarin@gmail.com
Susan & Jason Pfau	692 Contra Costa Blvd.	Pleasant Hill	CA	94523	USA	(925) 798-0303	pleasanthillwbu@gmail.com
Bob & Roberta Shanman	1886 1/2 S. Pacific Coast Hwy	Redondo Beach	CA	90277	USA	(310) 326-2473	wburedondo@gmail.com
David & Mary Ann Powers	10456 Magnolia Avenue	Riverside	CA	92505	USA	(951) 352-2020	wildbirdsriverside@att.net
Angela & Steve Thompson	408 Roseville Square	Roseville	CA	95678	USA	(916) 900-2473	wburoseville@wildbirdsca.com
Bevan & Janell Woodbury	Loehmans Plaza 2561 Fair Oaks Blvd.	Sacramento	CA	95825	USA	(916) 971-0719	wbusac@gmail.com
Jerry & Arlene Martin	10549 Scripps Poway Parkway, Suite B-3	San Diego	CA	92131	USA	(858) 271-8457	wildbirdssd@gmail.com
Julie & Mark Hanson	12433 Wilshire Blvd., Los Angeles, CA	Santa Monica	CA	90025	USA	(424) 272-9000	WBUSantaMonica@gmail.com
Lauren DeRosa & Lynn Raymond	71 Brookwood Avenue	Santa Rosa	CA	95404	USA	(707) 576-0861	wbusantarosa@gmail.com

	Richard Armerding & Catherine Bourne	720 N. Moorpark Road	Thousand Oaks	CA	91360	USA	(805) 379-3901	richard@wbu-to.com.
	Frank DeMartino	4020 E. Main Street Unit B-1-1	Ventura	CA	93003	USA	(805) 765-4594	wbuventura@gmail.com
	Amy and Jeff Nepsa	17611 Yorba Linda Blvd.	Yorba Linda	CA	92886	USA	(714) 985-4928	WBUYL@wbuyl.com
CO	Tina and Dean Seifert	7370 W. 88th Avenue, Unit A	Arvada	CO	80021	USA	(303) 467-2644	wbu005@wildbirdscolorado.com
	Greg & Meg Watkins	18666 E. Hampden Ave.	Aurora	CO	80013	USA	(720) 519-1374	wbu.aurora@gmail.com
	Joan Crowe	320 W. Allen Street	Castle Rock	CO	80108	USA	(719) 641-1767	wbucastlerockco@gmail.com
	Shelley Weber & Heather Weber-Langvardt	3350 N. Union Blvd.	Colorado Springs	CO	80907	USA	(719) 596-1819	wbucoloradosprings@outlook.com
	Tina and Dean Seifert	2720 S. Wadsworth	Denver	CO	80227	USA	(303) 987-1065	wbu@wildbirdscolorado.com
	Tina and Dean Seifert	**Coming Soon**	Denver	CO		USA		Dean@wildbirdscolorado.com
	Lauren DeRosa & Lynn Raymond	3636 S. College Avenue, Suite C	Ft. Collins	CO	80525	USA	(970) 225-2557	wbufortcollins@gmail.com
	Larry & Carol Collins	2454 Hwy 6 & 50 #116	Grand Junction	CO	81505	USA	(970) 242-2843	lcollins1@bresnan.net
	Tina and Dean Seifert	The Plaza at Highlands Ranch, 1970G E County Line Road	Highlands Ranch	CO	80126	USA	(720) 634-4975	wbu552@wildbirdscolorado.com
	Lauren DeRosa & Lynn Raymond	1520 S. Hover Street, Suite D	Longmont	CO	80501	USA	(720) 680-0551	wbulongmont@gmail.com
CT	Terry & Lou Moscaritolo	Westridge Shops 320 W. Main St., Ste. 5	Avon	CT	06001	USA	(860) 677-0181	wbuavonct@outlook.com

	Margaret Robbins	317 Federal Road, Suite D1	Brookfield	CT	06804	USA	(203) 775-4888	wbu.danbury@gmail.com
	Chris Petherick & Sue Shunta	2246 Black Rock Turnpike, Ste. 1	Fairfield	CT	06825	USA	(203) 916-7733	wbufairfield@gmail.com
	Roger & Jennifer Fontaine	2848A Main Street Griswold Shopping Plaza	Glastonbury	CT	06033	USA	(860) 633-5211	wbuglastonbury44@gmail.com
	David & Karen Hughes	190 Flanders Road, Unit 1	Niantic	CT	06357	USA	(860) 739-7302	wbuniantic@gmail.com
	Jessica & Ken Penfield	434 Boston Post Road	Old Saybrook	CT	06475	USA	(860) 661-5567	wbuoldsaybrook@gmail.com
	Michele & Kirk Sanford	1142 Main Street Unit B	Watertown	CT	06795	USA	(860) 417-2236	wbuwatertown@gmail.com
DE	Kathy & Charles Shattuck	7411 Lancaster Pike, PO Box 249	Hockessin	DE	19707	USA	(302) 239-9071	wbu147@gmail.com
FL	David & Judy Knizner	2868 David Walker Drive	Eustis	FL	32726	USA	(352) 602-4208	wbufl@comcast.net
	Doug, Susan, & Lindsay Gilmour	4212 NW 16th Blvd.	Gainesville	FL	32605	USA	(352) 381-1997	wbugainesville@gmail.com
	John & Shama Peterson	6001 Argyle Forest, Ste. 36	Jacksonville	FL	32244	USA	(904) 379-5760	wbujax@gmail.com
	Joline & Brian Bidwell	South Beach Regional Shopping Center, 4138 South Third St.	Jacksonville Beach	FL	32250	USA	(904) 246-6832	wbufirstcoast@bellsouth.net
	Kathy & Lisa Massey-Williams	12470 State Road 54	Odessa	FL	33556	USA	(727) 375-8788	wbutrinity@gmail.com
	Vikki and Mike Bartholomae	8015 Turkey Lake Road, Suite 500	Orlando	FL	32819	USA	(407) 863-2473	wbuorlando@gmail.com
	Tamar Boorstin	250 Palm Coast Parkway NE #503	Palm Coast	FL	32137	USA	(386) 302-0100	wbupalmcoast@gmail.com

	Richard & Karen Duncan	2455 Martin Luther King Jr. Blvd (Hwy 77)	Panama City	FL	32405	USA	(850) 640-1354	LilBirdhouse.wbupc@gmail.com
	Joline & Brian Bidwell	180 Capulet Drive, #5	St. Augustine	FL	32092	USA	(904) 246-6832	wbustafla@gmail.com
	Joline & Brian Bidwell	450 State Road 13 North Ste. #108	St. Johns	FL	32259	USA	(904) 230-3242	wbujacksonville@yahoo.com
	Peter & Angela McDonnell	2098 Thomasville Road	Tallahassee	FL	32308	USA	(850) 576-0002	wbutallahassee@gmail.com
	Lucy Polak	13140 N Dale Mabry	Tampa	FL	33618	USA	(813) 280-9970	wbutampa@tampabay.rr.com
	Laura & Jason Peliwo	5856 Red Bug Lake Road	Winter Springs	FL	32708	USA	(407) 695-0526	wbu370@outlook.com
GA	Jessica & Gregg Janes	3000 Old Alabama Road, #116	Alpharetta	GA	30022	USA	(770) 410-0799	wbualpharetta158@gmail.com
	Susan & David Van Houten	1850 Epps Bridge Pkwy, Ste. 203	Athens	GA	30606	USA	(706) 521-8876	wbu511@georgiabirders.com
	Mamie Kerr & Timothy Baranowski	Chastain Square Shopping Center, 4279 Roswell Rd, Suite 603	Atlanta	GA	30342	USA	(404) 257-0084	wbuatlanta@wbuatlanta.com
	Susan & David Van Houten and Matthew Sipes	3830 Washington Rd. Suite 12	Augusta	GA	30907	USA	(706) 855-1955	wbu261@georgiabirders.com
	Yvonne & Bill Bombardier and Renee Bombardier	425 Quill Drive, Suite 100	Dawsonville	GA	30534	USA	(706) 429-0077	382wbu@gmail.com
	Joel Lehmann	2080 N. Decatur Road	Decatur	GA	30033	USA	(404) 464-5157	wbudecatur@gmail.com
	Jim & Judy Stoops	5887 Spout Springs Road D201	Flowery Branch	GA	30542	USA	(678) 828-7889	WBUFloweryBranch@yahoo.com
	Kyle & Joe Ranney	1050 E. Piedmont Rd.	Marietta	GA	30062	USA	(770) 565-9841	wildbrdsga@aol.com

	Michael Turner	100 N. Peachtree Parkway Suite 4	Peachtree City	GA	30269	USA	(770) 486-1599	wbufayette@outlook.com
	Jacqueline Venchi	270 Rucker Road #305, Alpharetta, GA	Roswell	GA	30004	USA	(678)691-4030	wburoswell@gmail.com
	Laura and Jason Peliwo	8108 Abercorn St, Ste. 210	Savannah	GA	31406	USA	(912) 961-3455	Wbu217@outlook.com
	Kevin & Cindy Anderson	1630 Hwy. 124, Suite U	Snellville	GA	30078	USA	(770) 982-2650	wbusnellville@gmail.com
	Judy & Jim Stoops	Dean Taylor Crossing 2133 Lawrenceville-Suwanee Rd, #9	Suwanee	GA	30024	USA	(678) 442-9691	wbusuwanee@yahoo.com
	Kathy & Richard McKay	1025 Rose Creek Dr., Ste. 760	Woodstock	GA	30189	USA	(770) 928-3014	wbuwoodstock@comcast.net
IA	Todd and Stephanie Burras	213 Duff Ave., Suite 4	Ames	IA	50010	USA	(515) 956-3145	wbuames@gmail.com
	Mark Graham	3616 Eastern Ave.	Davenport	IA	52807	USA	(563) 445-3555	coupleofhawks@gmail.com
	Scott Knox	801 73rd	Des Moines	IA	50324	USA	(515) 222-1234	wbuiowa@gmail.com
ID	Marci Eads	10480 Overland Road	Boise	ID	83709	USA	(208) 376-6862	wbuboise@gmail.com
	Herb Pawlik	296 W. Sunset Ave., #22	Coeur d'Alene	ID	83815	USA	(208) 765-8787	wbucda@gmx.com
IL	Ron Zick	321 Rand Road	Arlington Heights	IL	60004	USA	(847) 259-7286	rarebird@flash.net
	Michael Magette & Carol Scheckel	2216 Troy Road	Edwardsville	IL	62025	USA	(618) 307-9604	WBUEdwardsvilleIL@gmail.com
	Ron Zick	1460 Waukegan Road	Glenview	IL	60025	USA	(847) 729-4688	rarebird@flash.net
	Ellen & Catherine Gorski	1149 Essington Road	Joliet	IL	60435	USA	(815) 744-3800	wbujoliet@gmail.com
	Brian Neiman	1601 Ogden Avenue	Lisle	IL	60532	USA	(630) 968-6332	wbulisle068@gmail.com

	Kim Ryburn	1520 E. College Ave., Suite I	Normal	IL	61761	USA	(309) 454-3455	2feather@mtco.com
	Mel & Laura Tracy	13012 S. LaGrange	Palos Park	IL	60464	USA	(708) 361-8726	wbupalos@gmail.com
	Peter Moline	7323 N. Radnor Road	Peoria	IL	61615	USA	(309) 690-3232	wbupeoria@gmail.com
	Phil Rezin & Will Rezin	631 South Perryville	Rockford	IL	61108	USA	(815) 484-9281	philrezin1@gmail.com
	Phil Rezin & Will Rezin	Hilander Village Shopping Center, 4902 Hononegah Rd.	Roscoe	IL	61073	USA	(815) 623-1407	wbu.roscoe@gmail.com
	Wade Kammin	1930 S. MacArthur	Springfield	IL	62704	USA	(217) 789-6468	wbuspringfield@gmail.com
	Mardi & Jim Mauch	2657 N. Illinois St.	Swansea	IL	62226	USA	(618) 235-3370	wbuswansea@sbcglobal.net
IN	Doug & Michelle Moon	8100 East US Hwy. 36, Ste. O	Avon	IN	46123	USA	(317) 272-0780	WBUAvon@outlook.com
	Ken Keffer & Heather Ray	1301 South College Mall Road	Bloomington	IN	47401	USA	(812)369-4255	Wbu.btown@gmail.com
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	Amy Legg & Kellie Watts	Battlewood Shopping Center 2176 Hillsboro Rd, Ste 110	Franklin	TN	37069	USA	(615) 472-8041	franklinwbu@gmail.com
	Amy Legg & Kellie Watts	1050 Glenbrook Way, Ste. 300	Hendersonville	TN	37075	USA	(615) 859-7597	Hendersonvillewbu@gmail.com
	Nick Brown	6415 Hixson Pike #103	Hixson	TN	37343	USA	(423) 847-1120	wbuhixson@epbfi.com
	Sean Ryan	7240 Kingston Pike, Ste. 164	Knoxville	TN	37919	USA	(865) 337-5990	knoxvillewbu@outlook.com
	Kera & George Brewster	2112 West Market Street, Suite 60	Johnson City	TN	37604	USA	(423) 328-0824	wbjohnsoncitytn@gmail.com
	Jacqueline & John Burcham	1714 West Broadway Avenue	Maryville	TN	37801	USA	(865) 980-8040	wbumaryville@gmail.com
	Eric & Tammy Brady	420 Perkins Extended	Memphis	TN	38117	USA	(901) 681-9837	wildbirdsultd@bellsouth.net
	Jeffrey & Joanna Royer	2615 Medical Center Pkwy, Suite 1060	Murfreesboro	TN	37129	USA	(615) 869-7975	wbumurfreesboro@gmail.com

	Amy Legg & Kellie Watts	86 White Bridge Pike	Nashville	TN	37204	USA	(615) 385-2426	nashvillewbu@gmail.com
TX	Michael & Peggy Parson	1660 W. Randol Mill Road	Arlington	TX	76012	USA	(817) 692-6681	Mparson12@ymail.com
	Amy Legg & Kellie Watts	3535 Bee Caves Road, Ste. A	Austin	TX	78746	USA	(512) 328-9453	alegg33@outlook.com
	Christina Darlington	14010 US 183 N., Ste. 515	Austin	TX	78717	USA	(512) 335-1700	wbuaustin@gmail.com
	Kyle Odom	**Coming Soon**	Boerne	TX		USA		
	Michele & Mark Eder	140 North West John Jones Dr., Ste. #102	Burleson	TX	76028	USA	(682) 708-5650	burlapbirds@gmail.com
	Jeff Glattly	**Coming Soon**	Clear Lake City	TX		USA	(281) 461-4420	wbuclearlake@gmail.com
	Traci & Duane Kilman	Wood Ridge Plaza 27590 I-45 North	Conroe	TX	77385	USA	(281) 298-7900	wbuconroe@outlook.com
	Robbie & Richard Edie	12320 Barker Cypress Rd., Suite 500	Cypress	TX	77429	USA	(281) 246-1200	cypresstxwbu@aol.com
	David Hurt	5715 West Lovers Lane	Dallas	TX	75209	USA	(214) 891-9793	dallasbirdman@gmail.com
	Ron Mills and David Hurt	5708 Abrams Road	Dallas	TX	75214	USA	(214) 821-7400	wbu313@gmail.com
	Manuel & Anna Pena	333 East Highway 290, Suite 405	Dripping Springs	TX	78620	USA	(512) 829-4782	WBUDSTX@gmail.com
	Donna & Criss Berry	2704 Cross Timbers Road Suite #118	Flower Mound	TX	75028	USA	(972) 874-1111	wbuflowertx@gmail.com
	Amiee Fuller	5995 Preston Rd. Suite #104	Frisco	TX	75034	USA	(214) 407-7625	wbufriscotx@gmail.com
	Christina Darlington	1013 W. University Avenue, Suite 330	Georgetown	TX	78628	USA	(512) 763-1081	wbuaustin@gmail.com
	Robbie & Richard Edie	14032 Memorial Dr.	Houston	TX	77079	USA	(281) 293-0959	houstontxwbu@aol.com
	Anthony & Solinda Rodriguez	3819 Bellaire Blvd.	Houston	TX	77025	USA	(832) 247-5048	Houston-BellaireWBU@outlook.com

	Bob & Mona Hoefer	23930 Westheimer Parkway	Katy	TX	77494	USA	(832) 437-4937	wbukatytx@gmail.com
	Donna & Criss Berry	2041 Rufe Snow Dr., Ste. 309	Keller	TX	76248	USA	(817) 393-3539	wbukellertx@gmail.com
	Linda & Kevin Pillow	855 Junction Highway	Kerrville	TX	78028	USA	(830) 895-7393	gotseed@windstream.net
	John & Susie Mims	4523 Kingwood Dr., Ste. 130	Kingwood	TX	77345	USA	(281) 570-2685	wbu.kingwood@gmail.com
	Erica Barrera and Jesus Salazar	**Coming Soon**	McAllen	TX		USA		Wbumcallen@gmail.com
	Cheryl Miller	3001 S. Hardin Boulevard	McKinney	TX	75070	USA	(972) 472-2022	mckinneywbu@gmail.com
	George & Debi Eanes	1659 SH 46 West, Suite 140	New Braunfels	TX	78132	USA	(830) 609-9510	wbunewbraunfels@yahoo.com
	Jeff Glattly	2800 E. Broadway, Suite L	Pearland	TX	77581	USA	(281) 416-4420	wbupearland@gmail.com
	Cheryl Miller	**Coming Soon**	Plano	TX		USA	(972) 472-2022	planowbu@gmail.com
	Kyle Odom	14602 Huebner Rd., Ste. 114	San Antonio	TX	78230	USA	(210) 479-2473	wbusanantonio@gmail.com
	Kim Keller Bose & David Bose	9910 West Loop 1604 North, Suite 120	San Antonio	TX	78254	USA	(210) 375-3611	wbu.sawest@gmail.com
	Denise & Jeff Weaver	3820 FM3009, Ste. 152	Schertz	TX	78154	USA	(210) 566-8808	wildbirdstx@aol.com
	Tommy & Darla Reeder	3122 South 31st Street	Temple	TX	76502	USA	(254) 314- 2002	WBUTemple@gmail.com
	Nick Dicorte	1507 Wooded Acres	Waco	TX	76710	USA	(254) 741-9630	wbuwaco@gmail.com
	Katherine Smith	4940 Seymour Highway	Wichita Falls	TX	76310	USA	(940) 692-7100	ksmith325@yahoo.com
UT	Kelli Frame & Suzanne Marelius	1967 E Murray Holladay Rd	Salt Lake City	UT	84117	USA	(801) 878-4449	kaframe@gmail.com
VA	Michael Zuiker	2437 N. Harrison Street	Arlington	VA	22207	USA	(703) 241-3988	wildbirdmez1969@gmail.com
	Sherri & Charles Bartlett	44110 Ashburn Shopping Plaza, Suite # 174	Ashburn	VA	20147	USA	(703) 687-4020	wbu.nova@gmail.com

	Scott & Amy Karr	810 Twentyninth Place Court	Charlottesville	VA	22901	USA	(434) 973-5850	wildbirdsunlimitedcville@gmail.com
	Trisha & Brandon Lohman	1328 Greenbrier Pkwy, Suite 140	Chesapeake	VA	23320	USA	(757) 436-4472	thewildside2015@gmail.com
	Susan & Bob Haynes	15311 Montanus Drive	Culpeper	VA	22701	USA	(540) 829-9453	wbuculpeper@gmail.com
	Tabatha Hummel ,Daniel Bender & Caitlin Foschini	1937 Carl D. Silver Parkway	Fredericksburg	VA	22401	USA	(617) 893-0525	WBU.Fredericksburg@gmail.com
	Mike & Leslie Larson	7998 Crescent Park Dr.	Gainesville	VA	20155	USA	(703) 753-7333	wbu.gainesville.va@gmail.com
	Jeff Stroburg	3404 Pump Road	Henrico	VA	23233	USA	(804) 934-9200	wburichmond@gmail.com
	Jeff Stroburg	12631 Stone Village Way	Midlothian	VA	23113	USA	(804) 464-4242	wburichmond@gmail.com
	Trisha & Brandon Lohman	2051 Sun Harbour Ave., Ste. 120	Suffolk	VA	23435	USA	(757) 977-1293	thewildside2015@gmail.com
	Trisha & Brandon Lohman	1628 Laskin Road, Suite 708	Virginia Beach	VA	23451	USA	(757) 422-3215	thewildside2015@gmail.com
	George & Valerie Copping	Settlers Market 4625 Casey Blvd, Ste. 300	Williamsburg	VA	23188	USA	(757) 253-0873	williamsburgwbu@gmail.com
	Glenn and Angela Harriman	3103 Valley Avenue, Ste. 110	Winchester	VA	22601	USA	(540) 722-9407	wbuwinchester@gmail.com
	Gregory & Kristin Millslagle	3120 Kiln Creek Pkwy, Unite A	Yorktown	VA	23693	USA	(757) 875-1936	wbuphotos@gmill.hrcoxmail.com
WA	Andy Waters & Rhonda Ham	15858 First Avenue South #106	Burien	WA	98148	USA	(206) 241-3201	wbussea@wbuburien.com
	Paul & Lori Clark	27177 185th Avenue SE. Ste. D109	Covington	WA	98042	USA	(253) 639-6378	cedar2greenbirds@comcast.net
	Shannon & James Bailey	4821 Evergreen Way	Everett	WA	98203	USA	(425) 252-2220	wbueverett2@gmail.com
	Shirley Hendricson	5565 Van Barr Place Suite AB	Freeland	WA	98249	USA	(360) 341-1404	wbu@whidbey.com
	Marc & Christie Lassen	275953 Highway 101	Gardiner	WA	98382	USA	(360) 797-7100	marcl2377@msn.com

	Greg & Kecia Cole	6820 Kimball Dr., Ste. A7	Gig Harbor	WA	98335	USA	(253) 851-2575	wbugigharbor@gmail.com
	Amy Legg & Kellie Watts	17171 Bothell Way NE, #A007	Lake Forest Park	WA	98155	USA	(206) 367-1950	alegg33@outlook.com
	Greg Pettibone	Cooper Point Mktpl, Ste. 304 1200 Cooper Point Rd SW	Olympia	WA	98502	USA	(360) 352-5458	wbuolywa@hotmail.com
	Greg & Kecia Cole	4621 S. Meridian Street Suite 825	Puyallup	WA	98373	USA	(253) 845-5434	wbu.puyallup@gmail.com
	Diane Drisch	15155 NE 24th St.	Redmond	WA	98052	USA	(425) 747-8908	ddrisch@gmail.com
	Hanna & David Goss	474 Keene Road	Richland	WA	99352	USA	(509) 579-5440	wbu.tricitiesWA@gmail.com
	Hanna & David Goss	2925 East 29th Ave, Ste. B	Spokane	WA	99223	USA	(509) 862-4715	wbuspokane1@gmail.com
	Greg & Kecia Cole	3814 Bridgeport Way W	University Place	WA	98466	USA	(253) 300-7994	Wbu.universityplace@gmail.com
	Brooke Thomsen and Thomas Halvorson	212 Fifth St., Ste. 10	Wenatchee	WA	98801	USA	(509) 888-0513	wbuwenatchee@gmail.com
WI	Tom Moser and Erika Stueven	19555 W. Bluemound Road #4	Brookfield	WI	53045	USA	(262) 789-8226	wbubrookfieldwi@gmail.com
	Mary Kay Diderrich	3173 Golf Road 2285 D South	Delafield	WI	53018	USA	(262) 646-4128	wbudelafield@gmail.com
	Nancy Paul	Oneida St. 3000 Milton	Green Bay	WI	54304	USA	(920) 489-2684	wbugreenbay@gmail.com
	Kelly and Andrew Routt	Avenue #102	Janesville	WI	53545	USA	(608) 758-2565	wbujanesville@gmail.com
	Dan Panetti	11004 N. Port Washington Rd.	Mequon	WI	53092	USA	(262) 241-8483	dan@wildbirdmandan.com
	Bob & Janet Ross	8402 Old Sauk Road	Middleton	WI	53562	USA	(608) 664-1414	wbumadison@gmail.com
	Jackie Crivello	4454 S. 108th Street	Milwaukee	WI	53228	USA	(414) 529-4644	aspenglow22@aol.com
	Kimberly & Thomas Elliott	9755 76th St. Unit 710	Pleasant Prairie	WI	53158	USA	(262) 577-5222	wbupleasantprairie@gmail.com

	Jennifer & Christopher Chrudimsky	226021 Rib Mountain Drive	Wausau	WI	54401	USA	(715) 298-3140	wbuwausau@gmail.com
WV	Scott Cavallaro	1074 Suncrest Towne Center Drive	Morgantown	WV	26505	USA	(304) 241-4370	wbumorgantown@gmail.com
CANADA								
AB	Janis Chapman & David Cleary	12204 107th Avenue N.W.	Edmonton	AB	T5M 4A8	Canada	(587) 521-2473	wbuedmonton@gmail.com
BC	Jennifer Houssian & Richard Dunn	#13-33324 South Fraser Way	Abbotsford	BC	V2S 2B4	Canada	(604) 852-1960	dunnr@shaw.ca
	Jennifer Houssian & Richard Dunn	8810-C Young Road	Chilliwack	BC	V2P 4P5	Canada	(604) 792-1239	dunnr@shaw.ca
	Jennifer Houssian & Richard Dunn	#2-6131 200th Street	Langley	BC	V2Y 1A2	Canada	(604) 510-2035	dunnr@shaw.ca
	Kurtis Huston	760 Tranquille Road	Kamloops	BC	V2B 3J2	Canada	(205) 312-5624	wbukamloops@gmail.com
	Mark & Laura Eburne	1190 Marine Drive	North Vancouver	BC	V7P 1S8	Canada	(604) 988-2121	vancouver_bc118@wbu.com
	Cathy Steele	2421 King George Blvd.	Surrey	BC	V4P 1H8	Canada	(604) 536-4011	wbu109@shaw.ca
	Mark & Laura Eburne	1302 W. Broadway (at Birch)	Vancouver	BC	V6H 1H2	Canada	(604) 736-2676	wbu118@telus.net
	Devon & Sophie Ramsden & Thomas & Carly Dudley	3631 Shelbourne Street	Victoria	BC	V8P 4H1	Canada	(250) 595-3595	wbuvictoria@shaw.ca
MB	Richard & Jennifer Gobeil	Unit 45 11 Reenders Drive	Winnipeg	MB	R2C 5K5	Canada	(204) 667-2161	wildbird@mts.net
ON	Kristen Martyn & Cameron Hogarth	515 Bryne Drive, Unit B	Barrie	ON	L4N 9P7	Canada	(705) 726-7600	wbubarrie@gmail.com
	Dave Wood	3350 Fairview St.	Burlington	ON	L7N 3L5	Canada	(905) 634-7700	wbu1@bellnet.ca
	Sarah and Corey Smith	987 Gordon Street	Guelph	ON	N1G 4W3	Canada	(519) 821-2473	wellbirds@bellnet.ca
	Kindell & Josh Tolmie	420 Hazeldean Road, Unit 11	Kanata	ON	K2L 4B2	Canada	(613) 836-2888	wbukanata@gmail.com
	Cathy Hale	4391 King St. East, Unit 4B	Kitchener	ON	N2P 2G1	Canada	(519) 650-9800	wbukitchenerwaterloo@gmail.com

	Catherine Bradbury and Lance Howard	502 Springbank Drive	London	ON	N6J 1G8	Canada	(519) 657-0745	wbu-london@pobox.com
	Kristen Martyn & Cameron Hogarth	16655 Yonge Street, Unit #2	Newmarket	ON	L3X 1V6	Canada	(905) 868-9696	wbunewmarket@gmail.com
	Kindell & Joshua Tolmie	Blue Heron Mall 1500 Bank Street Unit 4 - 7960	Ottawa	ON	K1H 7Z2	Canada	(613) 521-7333	wbuottawa@gmail.com
	Debbie Neale	Yonge Street	Thornhill	ON	L4J 1W1	Canada	(905) 709-3775	feathered_friendship@bellnet.ca
	Jim & Lynda Mackiewicz	5468 Dundas Street West	Toronto	ON	M9B 6E3	Canada	(416) 233-3558	wildbirdsunlimited@rogers.com
SK	Keith & Denise Giroux	330A 2600 8th Street East	Saskatoon	SK	S7H 0V7	Canada	(306) 955-2473	wildbirds@sasktel.com

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Franchise Agreements Signed
But Not Yet Operational as of December 31, 2022

State/ Province	Franchisee	Store Location	City	State/Province	Zip/Postal Code	Country	Phone
CO	Dean & Tina Seifert	Coming Soon	Denver	CO		USA	
KS	Shawn Malone	Coming Soon	Lawrence	KS			
	Megan Kimbrell & Joseph Baca	Coming Soon	Wichita	KS		USA	
MT	Marci Eads & Lenya Robinson	Coming Soon	Missoula	MT			
NC	Phillip and Shelly Edge	Coming Soon	West Charlotte	NC		USA	
	Donald & Karen Hammond	Coming Soon	Wilmington	NC		USA	
NJ	Richard Elliott	Coming Soon	Princeton	NJ		USA	(908) 233-5004
NY	Brooke Ramirez	Coming Soon	East Setauket	NY		USA	
	Scott Gunther	Coming Soon	Rockland County	NY		USA	(201) 599-0099
TX	Kyle Odom	Coming Soon	Boerne	TX		USA	
	Jeff Glattly	Coming Soon	Clear Lake	TX		USA	(281) 461-4420
	Erica Barrera and Jesus Salazar	Coming Soon	McAllen	TX		USA	
	Cheryl Miller	Coming Soon	Plano	TX		USA	(972) 472-2022

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Franchisees That Ceased to do Business Under a Franchise Agreement or Had an Outlet Terminated, Cancelled, or Not Renewed During our Last Fiscal Year, Or Who Have Not Communicated With WBU Within 10 Weeks of the Issuance Date As of December 31, 2022

State	Franchisee	Store Location	City	State	Zip	Country	Phone	Reason for Leaving the System
CA	Timothy Stewart	71 Brookwood Avenue	Santa Rosa	CA	95404	USA	(707) 523-0444	Transferred to New Owner
CT	Joe and Pat Warren	1 Ledge Road	Darien	CT	06820	USA	(203) 940-3286	Terminated by Us
CO	Kathy and David Menough	7370 West 88th Avenue, Unit A	Arvada	CO	80021	USA	(303) 467-2644	Transferred to New Owner
GA	Jacqueline Venchi & Andrew Scholl	3000 Old Alabama Road, #116	Alpharetta	GA	30022	USA	(678) 427-7198	Transferred to New Owner
IL	Nancy & Steve Skinner	1149 Essington Road	Joliet	IL	60435	USA	(630) 637-8438	Transferred to New Owner
MD	Louis & Celeste Cafiero	1304 Main Chapel Way	Gambrills	MD	21054	USA	(908) 884-6336	Transferred to New Owner
MA	Dawna Blum	344A Cambridge Road	Woburn	MA	01801	USA	(978) 857-8840	Transferred to New Owner
MI	LuAnn & Steve Linker	28558 Woodward Avenue	Royal Oak	MI	48067	USA	(248) 417-5449	Transferred to New Owner
MN	David & Misty Bristol	5115 Burning Tree Rd. Unit #307	Duluth	MN	55811	USA	(920) 539-8116	
MO	Peter and Angela McDonnell	Surrey Plaza 1, 2644 N. Highway 67	Florissant	MO	63033	USA	(850) 576-0002	Mutual Termination
MT	Debi Naccarto & Jerry Taylor	2047 Oak St. #105	Bozeman	MT	59718	USA	(406) 581-9400	Transferred to New Owner
	Bill Caras	2727 South 3rd West	Missoula	MT	59804	USA	(406) 370-2856	Mutual Termination
NY	Chris Keelty	950 County Road 64, Suite 600	Elmira	NY	14903	USA	(607) 483-2556	Transferred to New Owner
	Barry and Sue Stevens	800 Valley Plaza, Suite 7	Johnson City	NY	13790	USA	(607) 797-7054	Mutual Termination
	Lois Geshiwlm & Nancy Castillo	3084 Route 50, Suite 1	Saratoga Springs	NY	12866	USA	(518) 882-9795	Transferred to New Owner
OR	Karen and Chris Brindle	1210 Commercial Street SE	Salem	OR	97302	USA	(503) 510-9791	Transferred to New Owner
SC	James & Jacquelin Kelly	3304 Forest Drive	Columbia	SC	29204	USA	(803) 419-6694	Transferred to New Owner
TN	Diane Whitman	6025 E. Brainerd Road, Suite 102	Chattanooga	TN	37421	USA	(423) 698-0493	Transferred to New Owner
	Elizabeth and Tony Cutrone	7240 Kingston Pike, Suite 164	Knoxville	TN	37919	USA	(904) 254-9513	Transferred to New Owner
	Ben and Debbie Bruce	420 Perkins Extended	Memphis	TN	38117	USA	(901) 233-8187	Transferred to New Owner
WA	Leann Jacobson	19677 State Rt. 2, Suite 11	Monroe	WA	98272	USA	(206) 464-8348	Mutual Termination
	Patrick & Mabel Bodell	212 Fifth St., Ste. 10	Wenatchee	WA	98801	USA	(585) 489-3131	Transferred to New Owner
WI	Larry & Carol Gjerseth & Debi Hornburg	19555 W. Bluemound Road #4	Brookfield	WI	53045	USA	(608) 695-7826	Transferred to New Owner
	Debbi Triplett	3173 Golf Road	Delafield	WI	53018	USA	(262) 424-5035	Transferred to New Owner
	Karen & Gaylord Perry	9348 State Hwy 16, Ste 214	Onalaska	WI	54650	USA	(608) 498-2447	Mutual Termination
	Lori and Rocky Schubring	226021 Rib Mountain Drive	Wausau	WI	54401	USA	(715) 302-4121	Transferred to New Owner

Canada

Province	Franchisee	Store Location	City	Province	Postal Code	Country	Phone	Reason for Leaving the System
ON	Paul Grant, Valerie Wyatt and Sandra Wyatt	987 Gordon Street	Guelph	ON	N1G 4W3	Canada	(519) 994-1952	Transferred to New Owner
	Norm & Marilyn Morton	502 Springbank Drive	London	ON	N6J 1G8	Canada	(519) 685-1550	Transferred to New Owner
	Eric & Margo Garrison	Blue Heron Mall 1500 Bank Street	Ottawa	ON	K1H 7Z1	Canada	(613) 692-1044	Transferred to New Owner

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

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Exhibit G

FINANCIAL STATEMENTS

Wild Birds Unlimited®

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

December 31, 2022, 2021 and 2020

WILD BIRDS UNLIMITED, INC.

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Statements of Cash Flows	6
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Katz, Sapper & Miller, LLP
Certified Public Accountants
800 East 96th Street, Suite 500
Indianapolis, IN 46240

Independent Auditor's Report

Board of Directors and Stockholder
Wild Birds Unlimited, Inc.

Opinion

We have audited the accompanying financial statements of Wild Birds Unlimited, Inc., which comprise the balance sheets as of December 31, 2022, 2021, and 2020, and the related statements of income and retained earnings (accumulated deficit) and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Wild Birds Unlimited, Inc. as of December 31, 2022, 2021, and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Change in Accounting Principle

As discussed in Note 1 to the financial statements, effective January 1, 2022, Wild Birds Unlimited, Inc. adopted the new lease accounting guidance in Accounting Standards Codification Topic 842, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

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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 Wild Birds Unlimited, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Katz, Sapper & Miller, LLP

Indianapolis, Indiana
February 20, 2023

WILD BIRDS UNLIMITED, INC.

BALANCE SHEETS
December 31, 2022, 2021 and 2020

ASSETS

	2022	2021	2020
CURRENT ASSETS			
Cash and equivalents	$ 2,052,926	$ 2,087,687	$ 2,591,240
Accounts receivable, less allowance for doubtful accounts of $65,000 in 2022, 2021 and 2020	2,294,973	1,847,956	1,907,158
Notes receivable - current	5,445	5,481	12,181
Other current assets	260,359	269,287	413,939
Total Current Assets	4,613,703	4,210,411	4,924,518
OTHER ASSETS			
Notes receivable - long-term	6,380	10,259	14,027
Operating lease right-of-use asset	973,520		
Software development costs, net	35,867	71,734	107,601
Property and equipment, net	181,864	274,122	262,669
Total Other Assets	1,197,631	356,115	384,297
TOTAL ASSETS	$ 5,811,334	$ 4,566,526	$ 5,308,815

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES			
Accounts payable	$ 259,600	$ 39,923	$ 93,037
Other accrued liabilities	1,005,627	1,268,721	932,882
Deferred franchise fee revenue - current	321,030	328,000	284,810
Current portion of operating lease liability	276,696		
Total Current Liabilities	1,862,953	1,636,644	1,310,729
OTHER LIABILITIES			
Deferred rent and lease liability		107,018	108,301
Operating lease liability, less current portion	717,727		
Deferred franchise fee revenue - long-term	1,332,568	1,424,568	1,374,993
Total Other Liabilities	2,050,295	1,531,586	1,483,294
Total Liabilities	3,913,248	3,168,230	2,794,023
STOCKHOLDER'S EQUITY			
Common stock, without par value; 1,000 shares authorized, 100 shares issued and outstanding	3,000	3,000	3,000
Additional paid-in capital	395,169	395,169	395,169
Retained earnings	1,499,917	1,000,127	2,116,623
Total Stockholder's Equity	1,898,086	1,398,296	2,514,792
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 5,811,334	$ 4,566,526	$ 5,308,815

See accompanying notes.

WILD BIRDS UNLIMITED, INC.

STATEMENTS OF INCOME AND RETAINED EARNINGS (ACCUMULATED DEFICIT)
Years Ended December 31, 2022, 2021 and 2020

	2022	2021	2020
REVENUE	$ 18,432,785	$ 16,919,625	$ 14,544,429
OPERATING EXPENSES	13,435,418	11,644,954	10,266,315
Income from Operations	4,997,367	5,274,671	4,278,114
INTEREST INCOME	2,974	1,149	1,486
NET INCOME	5,000,341	5,275,820	4,279,600
DISTRIBUTIONS TO STOCKHOLDER	(4,500,551)	(6,392,316)	(1,701,064)
RETAINED EARNINGS (ACCUMULATED DEFICIT)			
Beginning of Year	1,000,127	2,116,623	(461,913)
End of Year	$ 1,499,917	$ 1,000,127	$ 2,116,623

See accompanying notes.

WILD BIRDS UNLIMITED, INC.

STATEMENTS OF CASH FLOWS
Years Ended December 31, 2022, 2021 and 2020

	2022	2021	2020
OPERATING ACTIVITIES			
Net income	$ 5,000,341	$ 5,275,820	$ 4,279,600
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation of property and equipment	51,711	73,551	78,086
Amortization of software development costs	35,866	35,867	15,277
Changes in operating assets and liabilities:			
Accounts receivable	(447,017)	54,983	(654,430)
Other current assets	8,928	144,652	(144,160)
Operating lease right-of-use asset and liability, net	(18,165)		
Accounts payable	219,677	(53,114)	45,115
Other accrued liabilities	(263,094)	335,839	292,142
Deferred rent and lease liability		(1,283)	7,278
Deferred franchise fee revenue	(98,970)	92,765	(87,010)
Net Cash Provided by Operating Activities	4,489,277	5,959,080	3,831,898
INVESTING ACTIVITIES			
Software development costs incurred			(57,000)
Purchases of property and equipment	(27,402)	(85,004)	(56,081)
Decrease in notes receivable	3,915	14,687	16,286
Net Cash Used by Investing Activities	(23,487)	(70,317)	(96,795)
FINANCING ACTIVITIES			
Cash distributions to stockholder	(4,500,551)	(6,392,316)	(1,701,064)
Net Cash Used by Financing Activities	(4,500,551)	(6,392,316)	(1,701,064)
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	(34,761)	(503,553)	2,034,039
CASH AND EQUIVALENTS			
Beginning of Year	2,087,687	2,591,240	557,201
End of Year	$ 2,052,926	$ 2,087,687	$ 2,591,240
SUPPLEMENTAL DISCLOSURES			
Noncash investing activities:			
Accounts receivable converted to notes receivable		$ 4,219	$ 10,709

See accompanying notes.

WILD BIRDS UNLIMITED, INC.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022, 2021 and 2020

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Wild Birds Unlimited, Inc. (the Company) is based in Carmel, Indiana and sells Wild Birds Unlimited franchise rights and provides certain services to retail bird feeding and nature related stores throughout the United States of America and Canada. Franchisees pay an initial fee for a ten-year franchise right, a monthly royalty calculated on a percentage of sales, and various other fees as described in the franchise agreements.

Estimates: Management uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. Actual results could vary from those estimates.

New Accounting Pronouncement: Effective January 1, 2022, the Company adopted new lease accounting guidance in Accounting Standards Codification (ASC) Topic 842, *Leases* (ASC 842) as required by the Financial Accounting Standards Board. The Company elected the package of practical expedients to not reassess lease definition, classification, or direct costs related to existing or expired leases.

The Company adopted the new lease accounting guidance retrospectively at the beginning of the period of adoption with the cumulative effect of initial application recognized at the beginning of the period of adoption. As a result, the Company recognized the following on January 1, 2022:

- Operating lease liability of $1,260,000, which represents the present value of the remaining lease payments discounted using the risk-free rate of a period comparable with that of the lease term; and
- Operating lease right-of-use asset of $1,221,000, which represents a lease liability of $1,260,000 adjusted for accrued rent of $39,000.

No cumulative effect adjustment to retained earnings was required upon adoption of ASC 842 on January 1, 2022.

Cash and Equivalents consist of cash in demand deposit accounts, money market fund shares and highly liquid investments purchased with an original maturity of three months or less. The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Receivables and Credit Policies: Accounts receivable are uncollateralized customer obligations due under normal trade terms requiring payment by the 10th day of the month following the royalty and ad fund period covered. Late fees are assessed at management's discretion on overdue balances. Notes receivable, which are also uncollateralized, are stated at the unpaid principal balance and represent significant franchisee accounts receivable that have been converted from normal trade receivables. Notes receivable entered into from 2020 to 2022 accrue interest at the prime rate at the date of origin plus 2% or as defined in the note agreement. Outstanding notes receivable at December 31, 2022 have interest rates ranging from 5.25% to 6.50%. Interest is recognized as income when received.

Payments of accounts receivable are allocated to the specific period identified by franchisees with their monthly royalty and ad fund reports or, if unspecified, are applied to the earliest unpaid amount. Payments of notes receivable are allocated first to the oldest unpaid principal and interest payment due with the remainder allocated to the next oldest outstanding principal and interest balance.

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The carrying amount of accounts receivable is reduced by an allowance that reflects management's best estimate of the amounts that will not be collected. Management individually reviews all accounts and notes receivable balances and, based on an assessment of current creditworthiness, estimates the portion, if any, of the balances that will not be collected.

Leases: The Company determines if an arrangement is a lease at inception. The Company recognizes a lease asset for its right to use the underlying leased asset and a lease liability for the corresponding obligation to make lease payments. Right-of-use assets and lease liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. The present value is calculated using the rate implicit in the lease. If the rate is not readily determinable from the lease, the Company uses a risk-free rate of a period comparable with that of the lease term. Right-of-use assets also include any lease payments made and exclude lease incentives. Lease terms include options to extend or terminate the lease when it is reasonably certain that the Company will exercise the option. Operating lease expense is recognized on a straight-line basis over the lease term. Variable lease expenses are recorded when incurred. The Company does not recognize an asset and liability for leases with a term of 12 months or less. The Company does not separate lease and non-lease components. Prior to January 1, 2022, the Company recognized operating lease expense on a straight-line basis over the lease term. However, no asset was recognized for its right to use the underlying asset and no liability was recognized for the obligation to make lease payments.

Software Development Costs include those costs incurred by the Company to develop and enhance its software products. These costs are capitalized and amortized over three years. Capitalized software development costs totaled $382,589 at December 31, 2022, 2021, and 2020. The Company begins amortization of software development costs when the software is determined to be commercially feasible. Amortization totaled $35,866, $35,867, and $15,277 for the years ended December 31, 2022, 2021, and 2020, respectively. Amortization expense is expected to be $35,867 in 2023, at which time the software development costs will be fully amortized.

Property and Equipment are recorded at cost and are depreciated using primarily accelerated methods over the estimated useful lives of the respective assets. Leasehold improvements are amortized over the shorter of the estimated useful lives of the respective assets or the term of the lease. Amortization of leasehold improvements is included in depreciation expense. The Company's policy is to capitalize any property and equipment with a cost over $500.

Long-lived Assets, including property and equipment and right-of-use assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability is measured by comparison of the carrying amount to future net undiscounted cash flows expected to be generated by the related asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount exceeds the fair market value of the assets. No adjustments to the carrying amount of long-lived assets were required in 2022, 2021, and 2020.

Revenue Recognition: The Company's primary revenue sources are royalty revenue, franchise fee revenue and other revenue. Revenue is recognized as described below:

- ***Royalty Revenue:*** The Company recognizes revenue, including continuing monthly royalty fees and ad fund fees, at a point in time when the related revenue from the franchisee is reported and the royalty revenue can be reasonably estimated. Royalty revenue is recorded based upon a percentage of franchisee revenue in the same month in which the franchisee records the related revenue. Franchisee revenue is reported monthly to the Company. Ad fund fees are to be used exclusively for national advertising campaigns.

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

- ***Franchise Fee Revenue:*** The Company recognizes revenue over the term of the franchise agreement and any subsequent renewals, transfers, or extension, if applicable. The general term of franchise agreements is 10 years. Franchise revenue is recorded on a straight-line basis over the 10-year franchise term, as the franchise agreement represents symbolic intellectual property for which the Company has a performance obligation over the full agreement term. Deferred revenue is recorded for the portion of the franchise agreement term which has not passed, based on the month in which the franchise agreement was signed. Franchise fees are paid to the Company up-front by the franchisee, which generates a difference in timing of when consideration is received and when revenue is earned. When a transfer of a franchise occurs, the existing franchise agreement term is taken over by the new franchisor. The recognition of transfer fees as revenue is consistent with franchise fee revenue recognition.

- ***Other Revenue:*** The Company has various fees which are generally billed monthly to franchisees and are recognized at a point in time. Certain fees are one time fees with a single performance obligation and are also recognized at a point in time when the performance obligation has been met, such as registration fees for events.

Advertising Costs are expensed in the year incurred and totaled $2,771,687 in 2022, $2,764,929 in 2021 and $1,838,472 in 2020.

Income Taxes: The Company, with the consent of its stockholder, has elected under the U.S. Internal Revenue Code to be taxed as an S Corporation. The stockholder of an S Corporation is directly taxed on the Company's taxable income. This election is also valid for the state of Indiana and the other states in which the Company files tax returns. Therefore, no provision or liability for income taxes has been included in the financial statements. Certain specific deductions and credits flow through the Company to its stockholder.

The Company files income tax returns in the U.S. federal jurisdiction and various state jurisdictions. Generally, the Company is no longer subject to U.S. federal and state income tax examinations by tax authorities for years before 2019. The Company is not required to file an income tax return in Canada; however, Canadian franchisees remit a 10% tax on royalty payments to the Canadian taxing authority.

Financial Instruments: The Company's financial instruments include cash, accounts and notes receivable, accounts payable, and certain other accrued liabilities. All financial instruments are carried at cost, which approximates their fair value.

Subsequent Events: The Company has evaluated the financial statements for subsequent events occurring through February 20, 2023, the date the financial statements were available to be issued.

NOTE 2 - REVENUE, ACCOUNTS RECEIVABLE AND CONTRACT LIABILITIES

At December 31, 2022, 2021 and 2020, revenue by major category was as follows:

	2022	2021	2020
Point in Time Revenue:			
Royalty revenue	$14,543,691	$13,373,096	$11,524,315
Other revenue	3,191,124	2,736,794	2,527,604
Over Time Revenue:			
Franchise fee revenue	697,970	809,735	492,510
Total Revenue	$18,432,785	$16,919,625	$14,544,429

NOTE 2 - REVENUE, ACCOUNTS RECEIVABLE AND CONTRACT LIABILITIES (CONTINUED)

Accounts receivable and contract liabilities as of December 31, 2022, 2021, 2020 and 2019 were as follows:

	2022	2021	2020	2019
Accounts receivable, net	$2,294,973	$1,847,956	$1,907,158	$1,263,437
Contract Liabilities:				
Deferred franchise fee revenue - current	$ 321,030	$ 328,000	$ 284,810	$ 277,110
Deferred franchise fee revenue - long-term	1,332,568	1,424,568	1,374,993	1,469,703
Total Deferred Franchise Fee Revenue	$1,653,598	$1,752,568	$1,659,803	$1,746,813

NOTE 3 - PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of December 31, 2022, 2021 and 2020:

	2022	2021	2020
Leasehold improvements	$ 185,143	$ 285,143	$ 223,257
Furniture and equipment	709,706	682,303	659,185
	894,849	967,446	882,442
Less: Accumulated depreciation	(712,985)	(693,324)	(619,773)
Total Property and Equipment, net	$ 181,864	$ 274,122	$ 262,669

NOTE 4 - DEBT AND CREDIT AGREEMENTS

The Company has a line of credit for short-term bank borrowings of up to $400,000 with interest computed on the outstanding borrowings at the Bank's prime lending rate plus .25% (7.75% at December 31, 2022). Such borrowings are secured by substantially all of the Company's assets and are payable on demand. The Company had no line of credit borrowings outstanding at December 31, 2022, 2021 and 2020.

NOTE 5 - LEASE

The Company leases its office space under a long-term noncancelable operating lease that includes scheduled rent increases and requires the Company to share in common area expenses and real estate taxes. The lease includes one five-year extension option, subject to approval by the Company and the lessor, subsequent to the expiration of the current lease term. The lease expires on May 31, 2026.

The Company accounts for lease and non-lease components within a contract as a single lease component. There may be variability in future lease payments stipulated in the contract for common area maintenance and real estate taxes. The lessor bases these payments on actual expenses incurred by the lessor in proportion to the space leased. These charges are treated as variable lease payments, which are expensed in the period in which the related obligation was incurred and are excluded from the measurement of the right-of-use asset and lease liability.

Total lease costs for 2022 were as follows:

Operating lease cost	$260,750
Variable lease cost	15,291
Total Lease Cost	$276,041

NOTE 5 - LEASE (CONTINUED)

The following summarizes supplemental cash flow information related to the lease for 2022:

Cash paid for amounts included in the measurement of the lease liability:	
Operating cash flows - operating lease	$278,915
Lease incentive asset and liability eliminated upon adoption of ASC 842	67,950

The lease liability was determined using a discount rate of 1.24% at December 31, 2022.

The future minimum lease payments required by this lease were as follows at December 31, 2022:

Payable In Fiscal Year	Rental Payments
2023	$ 287,471
2024	296,032
2025	304,593
2026	128,400
Total future undiscounted lease payments	1,016,496
Less: Interest	(22,073)
Total Lease Liability	$ 994,423

Total rental expenses relating to this lease were $271,542 in 2021 and $281,021 in 2020.

NOTE 6 - OPERATING FRANCHISE ACTIVITY

Following is a summary of the changes in the number of operating Wild Birds Unlimited franchises during each of the years in the three-year period ended December 31, 2022:

	2022	2021	2020
Operating franchises at beginning of year	352	348	343
New franchises opened during the year	9	8	7
Franchises closed during the year	(7)	(4)	(2)
Franchises ceasing operations during the year	0	0	0
Operating franchises at end of year	354	352	348

NOTE 7 - EMPLOYEE BENEFIT PLAN

The Company sponsors a defined contribution 401(k) retirement plan covering all of its employees who meet eligibility requirements. Plan participants may elect to contribute a percentage of their annual compensation to the Plan. The Company matches 50% of participant contributions up to 6% of their annual compensation. The Company may also elect to contribute a discretionary profit-sharing component. The Company made contributions to the Plan of $127,445 in 2022, $114,642 in 2021 and $108,938 in 2020.

NOTE 8 - COMMITMENTS

The Company entered into an agreement with a software firm in January 2021 related to email marketing tools and services for its franchise store owners. The agreement includes a semi-annual fee of $183,000 through January 2026.

NOTE 8 - COMMITMENTS (CONTINUED)

The Company entered into an agreement with a software firm in August 2022 related to delivering social media content to franchisees for use in their local markets and to the Company for system-wide use. The agreement includes a quarterly fee of $45,000 through August 2025.

Exhibit H

FRANCHISEE ACKNOWLEDGMENT ADDENDUM

ACKNOWLEDGMENT ADDENDUM TO WILD BIRDS UNLIMITED® FRANCHISE AGREEMENT

THIS ACKNOWLEDGMENT ADDENDUM DOES NOT APPLY TO CALIFORNIA FRANCHISEES AND CALIFORNIA FRANCHISEES SHOULD NOT SIGN THIS ACKNOWLEDGMENT ADDENDUM.

THIS ACKNOWLEDGMENT ADDENDUM DOES NOT APPLY TO AND IS NOT REQUIRED TO BE SIGNED BY CANDIDATES LOCATED IN, OR FRANCHISED BUSINESSES TO BE LOCATED IN, ANY OF THE FOLLOWING FRANCHISE REGISTRATION STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI.

As you know, you and we are entering into a Franchise Agreement for the operation of an WILD BIRDS UNLIMITED franchise. Please review each of the following statements carefully and confirm their accuracy or advise us of their inaccuracy.

Acknowledgments and Representations. I, the undersigned, hereby acknowledge and represent to Wild Birds Unlimited, Inc., as follows:

1. I have received a copy of Wild Birds Unlimited, Inc.'s Franchise Disclosure Document (and all exhibits and attachments) (the "Disclosure Document") at least fourteen calendar days prior to signing the Wild Birds Unlimited® Franchise Agreement (the "Franchise Agreement"). If I am a resident of Iowa, I acknowledge that I received the Disclosure Document at the earlier of the first personal meeting or at least 10 business days before the execution of any franchise or other agreement or payment of any consideration that relates to the franchise relationship.
   If not accurate, please comment:_____

2. I acknowledge that, if Wild Birds Unlimited, Inc. made unilateral material changes to the WILD BIRDS UNLIMITED Franchise Agreement and/or Reservation Agreement (e.g., Exhibit A to Franchise Agreement, etc.), I received executable forms of those agreements at least seven calendar days before I signed any agreement or paid Wild Birds Unlimited, Inc. any money.
   If not accurate, please comment:_____

3. I have reviewed carefully the Disclosure Document and Franchise Agreement and have had an opportunity to discuss all questions and concerns with Wild Birds Unlimited, Inc., and I understand all the information contained in both the Disclosure Document and Franchise Agreement.
   If not accurate, please comment:_____

4. No oral, written or visual claim or representation was made to me that contradicted the disclosures in the Disclosure Document.
   If not accurate, please state in detail the oral, written or visual claim or representation:_____

5. Other than as expressly stated in Item 19 of the Disclosure Document, no employee or other person speaking on behalf of Wild Birds Unlimited, Inc. has made any oral, written or visual claim, statement, promise or representation to me that stated, suggested, predicted or projected sales, revenues, earnings, income or profit levels at any WILD BIRDS UNLIMITED store, or the likelihood of success at my franchised store.

If not accurate, please state in detail the oral, written or visual claim or representation:_____

6. No employee or other person speaking on behalf of Wild Birds Unlimited, Inc. has made any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document.
If not accurate, please comment:_____

7. I understand that I am required to implement the MyWBU Store online platform in my Store when signing the Franchise Agreement. I understand that a franchisee's MyWBU Store online platform will be able to accept customer orders regardless of where the customer is located (whether outside or inside such franchisee's designated territory), and so I may lose sales as a result of a neighboring franchisee's participation in the MyWBU Store online platform.
If not accurate, please comment:_____

8. The Franchise Agreement (which includes any attached addenda and appendices) contains the entire agreement between me and Wild Birds Unlimited, Inc. concerning the franchise for the WILD BIRDS UNLIMITED Store, although nothing in the Franchise Agreement is intended to disclaim the representations made in the Disclosure Document.
If not accurate, please comment:_____

9. I understand that there are risks specific to this industry, such as the Avian Flu and other bird related diseases, weather impact on birdfeeder activity, and certain local community restrictions or bans on bird feeding. Further, I understand that the economic and business factors that exist at the time I open my WILD BIRDS UNLIMITED Store may change.
If not accurate, please comment:_____

10. I understand that I am responsible for developing my own business plan for my WILD BIRDS UNLIMITED Store, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances, and as part of my planning, I need to take into account the expenses I will incur. Expenses that I may incur include, but are not limited to, royalty and marketing fees, interest on debt service, insurance, legal and accounting charges, and depreciation/ amortization. I have been advised to consult with my professional advisors to assist me to identify the expenses I likely will incur, to prepare my budgets, and to assess the likely or potential financial performance of my Store. In developing the business plan, I understand that I should make necessary allowance for changes in financial results to income, expenses, or both, that may result from operation of my store during periods of, or in geographic areas suffering from, economic downturns, inflation, unemployment, or other negative economic influences.
If not accurate, please comment:_____

11. I understand that I am bound by the non-compete covenants (both in-term and post-term) and that an injunction is an appropriate remedy to protect the interest of the WILD BIRDS UNLIMITED system if I violate the covenant(s). Further, I understand that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement.
If not accurate, please comment:_____

12. I understand that any training, support, guidance or tools Wild Birds Unlimited, Inc. provides to me as part of the franchise are for the purpose of protecting the WILD BIRDS UNLIMITED brand and trademarks and to assist me in the operation of my business and not for the purpose of controlling or in any way intended to exercise or exert control over my decisions or day-to-day operations of my business, including my sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of my employees and all other employment and employee related matters.
If not accurate, please comment:_____

13. On the receipt pages of my Disclosure Document I identified _____
as the franchise sellers involved in this franchise sales process (these are the company representatives who offered me my franchise). The franchise sellers identified above are the only franchise sellers involved with this transaction.
If not accurate, please identify any additional franchise sellers involved with this transaction: _____

14. I understand that Wild Birds Unlimited, Inc. owns the data related to customers of the Store, and I may only use such data during the term of the Franchise Agreement to the extent necessary to operate the Store and subject to compliance with applicable laws.
If not accurate, please comment:_____

15. I have been advised to seek professional assistance, to have legal, financial and/or other professional advisors review the documents, and to consult with other franchise owners regarding the risks associated with the purchase of the franchise.
If not accurate, please comment:_____

IF MORE SPACE IS NEEDED TO RESPOND TO ANY REPRESENTATION, CONTINUE ON A SEPARATE SHEET AND ATTACH.

I UNDERSTAND THAT MY ANSWERS ARE IMPORTANT AND THAT WILD BIRDS UNLIMITED, INC. WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, I REPRESENT THAT I HAVE CONSIDERED EACH REPRESENTATION CAREFULLY AND RESPONDED FULLY AND TRUTHFULLY.

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

_____
_____, individually

_____
Date

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under any applicable law that

prohibits releases, estoppels or waivers of liability under such law. Should one or more clauses of this Addendum be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Addendum shall be valid and in full force and effect.

Exhibit I

FORM OF GENERAL RELEASE

FORM OF GENERAL RELEASE
(Subject to Change by Wild Birds Unlimited, Inc.)

For and in consideration of the Agreements and covenants described below, Wild Birds Unlimited, Inc. ("WBU") and _____ ("Franchisee") enter into this Release of Claims ("Agreement").

RECITALS

A. WBU and Franchisee entered into a WILD BIRDS UNLIMITED® Franchise Agreement dated _____, ____.

B. [NOTE: Describe the circumstances relating to the release.]

C. Subject to and as addressed with greater specificity in the terms and conditions outlined below, WBU and Franchisee now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

AGREEMENTS

1. **Consideration.** [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release of Claims by WBU.** Except as noted in this Section 4, and subject to your compliance with the terms and conditions of this Agreement, including the payment of $_____ to WBU, WBU, for itself, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, and employees (collectively and individually referred to as the "Franchisor Parties"), hereby release and forever discharge Franchisee, its heirs, successors and assigns, affiliates, directors, officers and shareholders, and any other party claiming an interest through them (collectively and individually referred to as the "Franchisee Parties") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which you may now or in the future own or hold, that in any way relate to the Franchise Agreement (collectively, "Claims"), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisor Parties do not release the Franchisee Parties from any obligations arising by virtue of this Agreement and the Franchisee Parties' failure to comply with those obligations. Further, the Franchisor Parties do not release the Franchisee Parties from any Claims related to Franchisee's (i) indemnification obligations under Section ___ of the Franchise Agreement, (ii) non-disclosure obligations under Section ___ of the Franchise Agreement, and (iii) post-

termination non-compete obligations under Section __ of the Franchise Agreement, each of which remain in full force and effect and are incorporated by reference in this Agreement.

5. **Release of Claims by Franchisee.** In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Franchisee Parties release and forever discharge the Franchisor Parties of and from any and all Claims, for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisee Parties do not release the Franchisor Parties from any obligations arising by virtue of this Agreement and the Franchisor Parties' failure to comply with those obligations.

6. **Acknowledgement.** The releases of Claims outlined in Section 4 and Section 5 are intended by the Franchisor Parties and the Franchisee Parties (collectively, the "Parties) to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the one of the Parties against the other Party regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned in this Agreement. In making this voluntary express waiver, the Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned in this Agreement may later be discovered and that it is the Parties' respective intentions to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. The Parties further acknowledge and agree that no violation of this Agreement shall void the releases outlined in this Agreement.

7. **Reservation of Claims Against Non-Settling Parties.** WBU and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter contained in this Agreement, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

9. **Voluntary Nature of Agreement.** The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

10. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the law of the state of _____.

11. **Attorneys' Fees.** All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Dated: _____, 20__ WILD BIRDS UNLIMITED, INC.

By_____

Title_____

Dated: _____, 20__ FRANCHISEE:_____

By_____

Exhibit J

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Exhibit K

SBA ADDENDUM

ADDENDUM TO FRANCHISE[1] AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20_____, by and between Wild Birds Unlimited, Inc. ("Franchisor"), located at 11711 N. College Avenue, Suite 146, Carmel, Indiana 46032, and _____ ("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20__ (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

[1]While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729-3733.

Authorized Representative of Franchisor:	Authorized Representative of Franchisee:
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements.

Exhibit L

ASSIGNMENT AND CONSENT AGREEMENT

THIS AGREEMENT is made and entered into by and among _____ ("Franchisee"), _____ and _____ [*insert name(s) of personal guarantors*] (each, a "Franchisee Principal") (Franchisee and Franchisee Principals collectively referred to as "Assignor"), _____ [*insert name of buyer*] ("Assignee"), and Wild Birds Unlimited, Inc. ("Franchisor," "we," or "us"). All capitalized terms not defined in this Agreement have the respective meanings set forth in the Old Franchise Agreement (as defined below). This Agreement is effective on the date we designate on the signature page hereof (the "Effective Date").

RECITALS

A. Franchisor and Assignor are parties to a WILD BIRDS UNLIMITED® Franchise Agreement dated _____ (the "Old Franchise Agreement"), pursuant to which Assignor was granted the right to operate, during the term of the Old Franchise Agreement, a WILD BIRDS UNLIMITED Store located at _____ (the "Store").

B. Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Store, including the franchise rights for the operation of the Store, as part of a[n] [*asset/stock*] purchase transaction (the "Assignment"); Assignee wishes to accept the Assignment and, as of the Effective Date, assume all of the duties, obligations, and liabilities of Assignor related thereto.

C. Assignor represents and warrants that there is no dispute related to the offer and sale of the Old Franchise Agreement or the Store and further represents that Assignor has no claims against Franchisor under the applicable franchise laws.

[*Use for CA:*

C. Assignor represents and warrants that there is no dispute related to the offer and sale of the Old Franchise Agreement or the Store and further represents that Assignor has no claims against Franchisor under the California Franchise Investment Law or the California Franchise Relations Act.]

[*Use for WA*:

C. Assignor represents and warrants that there is no dispute related to the offer and sale of the Old Franchise Agreement or the Store and, after consulting with counsel of its choice, represents that Assignor has no claims against Franchisor under the Washington Franchise Investment Protection Act.]

D. In consideration of Assignor's request for the Assignment and the representations set forth in Recital C, Franchisor is willing to consent to the Assignment as of the Effective Date, subject to the provisions stated below, and Assignor agrees to settle all known and unknown disputes it may have against Franchisor, if any, that exist as of the Effective Date.

AGREEMENTS

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

1. Assignment and Assumption. Assignor assigns to Assignee all of Assignor's right, title and interest in and to the Store, including the franchise rights for the operation of the Store. Assignee unconditionally assumes and accepts the Assignment, and agrees to be bound by, assume and perform all duties, obligations, and liabilities of the Assignor related thereto.

2. Signing of Current Form of Franchise Agreement. As a condition of Franchisor's consent to the Assignment, Assignee agrees to sign Franchisor's then-current form of franchise agreement (the "New Franchise Agreement"). Assignee acknowledges that the terms and conditions of the New Franchise Agreement may be different from the terms and conditions of the Old Franchise Agreement. Further, the New Franchise Agreement will be modified to reflect a term equal to the Term remaining under the Old Franchise Agreement. Prior to the Effective Date, Assignee shall deliver to Franchisor a signed copy of the New Franchise Agreement, along with the executed copy of this Agreement.

3. Termination of Old Franchise Agreement. All parties agree that the Old Franchise Agreement is terminated as of the effective date of the New Franchise Agreement with no further force and effect, except for Assignor's post-termination obligations identified in Section 11 below.

4. Status of Assignor Following Assignment. Upon and after the Effective Date and subject to the remainder of this Section 4 and Section 11 below, Assignor will have no rights or interest in, and will no longer be responsible or liable for (a) the Store, (b) the franchise rights for the Store, or (c) the Old Franchise Agreement. Assignor, however, will remain liable for any responsibilities, obligations, and liabilities related to the Old Franchise Agreement or the Store arising, incurred or existing prior to or as of the Effective Date, including all monetary obligations due to Franchisor, its affiliates, and other third parties under the Old Franchise Agreement (or related agreements) that have accrued as of the Effective Date and all post-termination obligations identified in Section 11 below.

5. Assignee Principals. If Assignee is an entity, Assignee represents and warrants to Franchisor and Assignor that the following individuals and/or entities are the sole owners of Assignee (the "Assignee Principals") with the ownership interests in Assignee as set forth herein:

Name of Principal Owner	**Percentage of Ownership in Assignee** **(total must equal 100%)**
[*Note: Write "N/A" if inapplicable*]	

Total	**100%**

6. Payment of Assignment Fee. On the Effective Date, Franchisor must receive an assignment fee in the amount of $_____, as referenced in Section ___ of the Old Franchise Agreement.

7. Payment of Fees Owed to Franchisor. On or before the Effective Date, all fees owed by Assignor to Franchisor under or related to the Old Franchise Agreement (the "Fees Owed") must be paid in full. Accordingly, on the Effective Date, Assignor or Assignee must deliver to Franchisor the full amount of Fees Owed, together with corresponding reports, and along with an executed copy of this Agreement.

8. Personal Guarantee. Assignee, and as applicable, each Assignee Principal, must execute a personal guarantee in the form attached to the New Franchise Agreement and deliver same to Franchisor along with the executed copy of the New Franchise Agreement.

9. Representations.

A. Each of Assignor and Assignee represents and warrants that they have the authority and capacity to execute and perform this Agreement.

B. Assignor represents and warrants to Franchisor and Assignee that it owns all right, title and interest in and to the Store and the Old Franchise Agreement, free and clear of any mortgage, lien, security interest or claims, and it has not assigned any or all of its interest in the Store or the Old Franchise Agreement to any third party.

C. Assignee represents and warrants that it has had ample opportunity to conduct its due diligence on the Store, including its operational and financial aspects.

D. Each of Assignor and Assignee represents and warrants to Franchisor that they have consummated the [*asset/stock*] purchase transaction effecting the Assignment as of the Effective Date.

10. Indemnification.

A. Assignor, for itself, its heirs, affiliates, successors and assigns, agrees to indemnify and hold harmless Franchisor, its affiliates, successors, assigns, officers, directors, employees, agents, and each of them, against any and all liabilities, damages, actions, claims, costs (including reasonable attorneys' fees), or expenses of any nature resulting, directly or indirectly, from any of the following: (i) any misrepresentations or breach of warranty by Assignor under this Agreement; (ii) the Assignment; or (iii) any claim, suit or proceeding initiated by or for a third party(s), now or in the future, that arises out of or

relates to the Old Franchise Agreement or the Store operated by Assignor prior to the Effective Date.

B. Assignee, for itself, its heirs, affiliates, successors and assigns, agrees to indemnify and hold harmless Franchisor, its affiliates, successors, assigns, officers, directors, employees, agents, and each of them, against any and all liabilities, damages, actions, claims, costs (including reasonable attorneys' fees) or expenses of any nature resulting, directly or indirectly, from any of the following: (i) any misrepresentations or breach of warranty by Assignee under this Agreement; or (ii) the Assignment.

11. Assignor's Post-Termination Obligations. Assignor agrees that, upon transfer of its interest in the Store to Assignee, Assignor will comply with all post-termination obligations set forth in Sections ____, ____ and ____[1] of the Old Franchise Agreement, which obligations are hereby incorporated herein by reference. Further, Assignor shall comply with any other provisions of the Old Franchise Agreement which, by their nature, survive termination or expiration of the Old Franchise Agreement.

12. Consent to Assignment. Subject to Assignor's and Assignee's compliance with all of the terms of this Agreement, Franchisor consents to the Assignment in accordance with the terms and conditions of this Agreement. Franchisor's consent to the Assignment will not result in any waiver of any rights nor be deemed a release under the Old Franchise Agreement or New Franchise Agreement and is not a consent to any additional or subsequent transfers or assignments.

13. Release and Settlement of Claims.

A. Except as may be prohibited by applicable law, Franchisee and Franchisee Principals (individually and as owners of Franchisee) and each of their respective heirs, successors, assigns, affiliates, shareholders, directors, employees, and agents, and on behalf of any other party claiming an interest through them (collectively and individually referred to as the "Assignor Parties" for purposes of this Section 13 and Sections 15 and 16 below), release and forever discharge us, our predecessors, successors, affiliates, directors, officers, shareholders, agents, employees and assigns (collectively and individually referred to as the "Franchisor Parties" for purposes of this Section 13 and Sections 14 and 15) of and from any and all claims, debts, liabilities, demands, obligations, damages, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which Assignor Parties may now or in the future own or hold, that in any way relate to the Old Franchise Agreement, any other agreement between Assignor and us, the Store, or the relationship between Assignor and us through the Effective Date (collectively, "Claims"), for known or unknown damages or other losses including, but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Old Franchise Agreement or any other related agreement between Assignor and us through and including the Effective Date or any Claims related to any dealings

[1] Note: Include reference to indemnification, post-term non-compete, and non-disclosure obligations.

or agreements by or between the Assignee Parties and the Assignor Parties related to the Assignment.

B. Except as noted herein, the Franchisor Parties hereby release the Assignor Parties from any Claims (the "Franchisor Claims" for purposes of this Section 13.B and 15) through and including the Effective Date. The Franchisor Parties do not release the Assignor Parties from any outstanding obligations under Sections ____, _____ and _____[2] of the Old Franchise Agreement or any other provisions which, by their nature, survive termination or expiration of the Old Franchise Agreement. Further, the Franchisor Parties do not release the Assignor Parties from any obligations arising by virtue of this Agreement and Claims arising from the Assignor Parties' failure to comply with those obligations, including, without limitation, the obligations under Sections 10, 11 and 16 of this Agreement.

14. Release by Assignee. Except as noted in this Section 14, Assignee, Assignee Principals (if any), and their respective affiliates, successors, assigns, officers, directors, employees, agents, and on behalf of any other party claiming an interest through them (collectively and individually referred to as the "Assignee Parties" for purposes of this Section 14 and 15 below), release and forever discharge the Franchisor Parties of and from any and all claims, debts, liabilities, demands, obligations, damages, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which Assignee Parties may now or in the future own or hold, that in any way relate to the Assignment, any agreements between Assignee and Assignor, or the relationship between Assignee and Assignor through and including the Effective Date (collectively referred to as "Assignee Claims" for purposes of this Section 14 and 15).

For avoidance of doubt, the Assignee Parties and Franchisor Parties acknowledge and agree that the release by the Assignee Parties does not relate to the offer and sale of the New Franchise Agreement.

15. Acknowledgement of Releasors. The release of Assignor Claims set forth in Section 13.A, Franchisor Claims in Section 13.B, and Assignee Claims in Section 14 are intended by the Assignor Parties, Franchisor Parties, and Assignee Parties (collectively, the "Releasors") to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of one of the Releasors against any other Releasor regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Releasors acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Releasors' intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts.

[***FOR USE IN CALIFORNIA****:*

The Releasors, for themselves, their heirs, successors, and assigns, hereby expressly, voluntarily and knowingly waive, relinquish and abandon each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereinafter existing under the laws of California or any other applicable federal

[2] Include reference to indemnification, post-term non-compete, and non-disclosure obligations.

and state law with jurisdiction over the parties' relationship. The Releasors acknowledge that Section 1542 of the Civil Code of the State of California provides as follows:

> *"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, must have materially affected his or her settlement with the debtor or released party."*]

The Releasors acknowledge that they have had adequate opportunity to gather all information necessary to enter into this Agreement and Release and need no further information or knowledge of any kind that would otherwise influence the decision to enter into this Agreement. This Release is and shall be and remain a full, complete, and unconditional general release. The Releasors acknowledge and agree that the foregoing waiver is an essential, integral and material term of this Agreement. The Releasors further acknowledge and agree that no violation of this Agreement shall void the releases set forth in Sections 13, 14 and this Section 15.

16. Confidentiality. Assignor, on behalf of Assignor Parties, and Assignee, on behalf of Assignee Parties, acknowledge and agree that this Agreement and matters discussed in relation thereto are entirely confidential. It is therefore understood and agreed by Assignor and Assignee that they will not reveal, discuss, publish or in any way communicate any of the terms, amount or fact of this Agreement to any person, organization or other entity, except to their respective officers, employees or professional representatives who need to know, or as required by law.

17. Miscellaneous. This Agreement, and the documents referred to herein, constitute the entire agreement among the parties with respect to the subject matter hereof. No amendment will be binding unless in writing and signed by the party against whom enforcement is sought. All representations, warranties, agreements and all other provisions of this Agreement which by their terms or by reasonable implication are intended to survive the closing of this transaction will survive it.

18. Representation by Counsel. The parties have had adequate opportunity to consult with an attorney of their own choice, including with respect to the release of claims set forth herein.

[*FOR WASHINGTON*: *The parties acknowledge and agree that they have been represented by independent legal counsel of their respective choice, including with respect to the full and final release of claims set forth herein*.]

19. Governing Law/Venue. This Agreement will be construed and enforced in accordance with the laws of the State of Indiana, without regard to principles of conflicts of law. The parties further agree that any legal proceeding relating to this Agreement or the enforcement of any provision herein shall be brought or otherwise commenced only in the State or Federal courts of Indiana.

20. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall constitute an original copy.

(*Signatures appear on the following page*.)

ASSIGNOR:

_____

By: _____

[*Print Name*]

Title: _____

Date: _____

_____, individually and on behalf of Assignor

Signed: _____

Date: _____

_____, individually and on behalf of Assignor

Signed: _____

Date: _____

ASSIGNEE:

_____

By: _____

[*Print Name*]

Title: _____

Date: _____

_____, individually and on behalf of Assignee

Signed: _____

Date: _____

_____, individually and on behalf of Assignee

Signed: _____

Date: _____

FRANCHISOR:

WILD BIRDS UNLIMITED, INC.

By: _____

Name:

Title:

Effective Date: _____

Exhibit M

RENEWAL ADDENDUM

RENEWAL ADDENDUM

This RENEWAL ADDENDUM (this "Addendum") is entered into by and between Wild Birds Unlimited, Inc., an Indiana corporation having a principal place of business at 11711 N. College Avenue, Suite 146, Carmel, Indiana 46032 ("Franchisor"), and _____, individually, having an address of _____ ("Franchisee") as of the date Franchisor executes this Addendum.

WHEREAS, Franchisor and Franchisee have entered into a franchise agreement dated as of _____ (the "Original Franchise Agreement") pursuant to which Franchisee received the right and the obligation to establish and operate a Wild Birds Unlimited® franchised business using the Marks and the System at the following location _____(the "Location");

WHEREAS, on the terms set forth below, Franchisor and Franchisee desire to terminate and cancel the Original Franchise Agreement, and Franchisor and Franchisee have contemporaneously herewith entered into a franchise agreement pursuant to which Franchisor has granted Franchisee a renewal franchise, granting Franchisee the right and the obligation to continue operation of the franchise using the Marks and the System at the Location (the "Renewal Agreement"); and

WHEREAS, the parties have agreed to alter the terms stated in the Renewal Agreement as provided herein to reflect the terms of the renewal.

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

1. Termination of Original Franchise Agreement. The Original Franchise Agreement is hereby terminated by mutual agreement and Franchisee hereby releases and assigns to Franchisor, and Franchisor hereby accepts assignment of, all rights under the Original Franchise Agreement, but Franchisor assumes none of the liabilities of Franchisee arising out of or related in any way to Franchisee's operations under the Original Franchise Agreement.

2. This Addendum Prevails. Notwithstanding anything to the contrary in the Renewal Agreement, in the event of a conflict between the provisions of the Renewal Agreement and the provisions of this Addendum, the provisions of this Addendum shall prevail and control. The parties agree that the Renewal Agreement remains fully effective in all respects except as specifically modified herein, and all of the respective rights and obligations of Franchisee and Franchisor remain as written in the Renewal Agreement unless modified specifically herein.

3. Conditions to Renewal. Franchisee hereby represents and warrants to Franchisor that all necessary actions for the execution of this Addendum and the Renewal Agreement have been taken.

4. The Term of the Renewal Agreement. Franchisee and Franchisor acknowledge that the Renewal Agreement is a renewal term # ___.

If Franchisee is executing the Renewal Agreement prior to the expiration date of the then-current term of the Original Franchise Agreement (such expiration date, the "Original FA Expiration Date"), then the term of the Renewal Agreement is hereby amended to begin on the Effective Date

of the Renewal Agreement and end on the Original FA Expiration Date, plus 5 years. (For example, if the Renewal Agreement was signed 6 months before the Original Franchise Agreement expires, the term of the Renewal Agreement would be 5 years and 6 months).

For avoidance of doubt, the expiration date of the Renewal Agreement shall be _____.

5. Initial Franchise Fee. Section 7.01, Initial Franchise Fee, is amended to provide that no initial franchise fee shall be due upon execution of the Renewal Agreement.

6. Marketing Implementation Fee. Section 7.04(d) is hereby deleted, as no Marketing Implementation Fee shall be due upon execution of the Renewal Agreement.

7. Representation. Each person executing this Addendum on behalf of any of the parties hereto represents and warrants that he or she has been fully empowered to execute this Addendum and that all necessary action has been taken.

8. Successors and Assigns. The provisions of this Addendum shall inure to the benefit of and be binding upon the heirs, successors and permitted assigns of the parties, subject to the transfer and assignment provisions of the Renewal Agreement.

9. Severability. If any provision of this Addendum shall for any reason be held violative of any applicable law, governmental rule or regulation, or if the Addendum is held to be unenforceable or unconscionable, then the invalidity of such specific provision(s) herein shall not be held to invalidate the remaining provisions of this Addendum.

(*Signatures appear on the following page*.)

FRANCHISEE:_____	WILD BIRDS UNLIMITED, INC.
By:_____	By:_____
Title:_____	Title:_____
Date:_____	**Effective Date**:_____

Exhibit N-1

ERPLY POS AUTHORIZATION AND PARTICIPATION AGREEMENT

ERPLY POS
AUTHORIZATION AND PARTICIPATION AGREEMENT

(BETWEEN WILD BIRDS UNLIMITED, INC AND WBU FRANCHISEE)

WBU ERPLY POS Authorization and Participation Agreement

In consideration of Wild Birds Unlimited, Inc. ("**Franchisor**") permitting the franchisee identified below ("**Franchisee**" or "**you**") to use the ERPLY POS System (as defined below), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Franchisor and Franchisee agree as follows:

1. Franchise Agreement. Franchisor and Franchisee are parties to a Wild Birds Unlimited ("**WBU**") Franchise Agreement ("**Franchise Agreement**") pursuant to which Franchisee is authorized to operate a WBU retail store identified on the signature page hereto (the "**Retail Store**") selling birdfeeders, birdseed and other nature-related items to the general public (the "**WBU Products**").

2. Franchisee Participation. Pursuant to the terms of the Franchise Agreement, Franchisee is required to implement and use, in the operation of the Retail Store, a point of sale system as from time to time designated by Franchisor. Pursuant to this Agreement, Franchisor requires Franchisee to implement and use, in connection with Franchisee's operation of the Retail Store, the ERPLY Point Of Sale system (the "**ERPLY POS System**") to conduct retail sales transactions, and manage customers, products, suppliers, and inventory. Franchisee hereby agrees to install and subsequently subscribe to the ERPLY POS System, and Franchisor agrees to grant to Franchisee the right to operate the ERPLY POS System at the Retail Store, subject to the terms and conditions as described herein. In addition to the terms and conditions described herein, Franchisee is required to enter into a separate agreement (such agreement, the "**Franchisee POS Agreement**") with the provider of the ERPLY POS System ("**Vendor**") and Franchisee's use of the ERPLY POS System is also subject to the terms and conditions of the Franchisee POS Agreement.

3. ERPLY POS System Description. Subject to the terms and conditions of this Agreement, Franchisee agrees to install, train staff, and subscribe to the ERPLY POS System with which to automate and manage the retail sales and operations of the Franchisee's WBU business. The ERPLY POS System includes the following retail platform modules:

- **Point of sale (**The capability to conduct retail sale and service transactions)
- **Warehouse management solution** (The capability to manage inventory warehouse operations where applicable)
- **Inventory management** (The capability to manage store merchandise inventory levels)
- **Purchasing** (The capability to manage purchase orders, receiving, and adjusting landed cost of goods of items sold)
- **Promotions** (The capability to manage sale promotions (customer benefits from purchase behaviors, meant to increase sales volume) across items, departments, categories, all in an efficient manner)
- **Price lists** (The capability to adjust item prices based on conditional attributes and/or timeframes
- **Customer loyalty.** (The capability to incorporate adoption of the WBU Daily Savings Club loyalty program as defined by WBU supplied attributes business rules, customer point system, and redemption policies)
- **Billing** (The capability to bill to and manage customer accounts)
- **Customer CRM** (The capability to manage customer attributes effectively, for analytics, and export to customer reporting and marketing utilities)
- **Reporting** (The capability to do ad hoc reporting of customers, items, suppliers, purchase orders, as well as develop a battery of standard reports with which to analyze employee management)
- **ERPLY public REST API (application programming interface)** (The capability to integrate the core ERPLY system with custom application developed tools, third party external systems)
- **Document editor (label designer)** (The capability to customize forms, labels, and special documents)

4. Franchisee Acknowledgements. Franchisee acknowledges and agrees that:

a. Franchisee will (in addition to the Vendor) be the sole administrator of the use at the Retail Store of the ERPLY POS System, and acknowledges that Franchisee's use of the ERPLY POS System requires Franchisee's compliance with any/all/future changes to the operations and scope of the ERPLY POS System. Franchisee will be solely responsible for compliance with the Franchisee POS Agreement and all applicable laws, rules and regulations ("**Laws**") applicable to Franchise's use of and activities related to the use of the ERPLY POS System. Without limiting the foregoing, Franchisee is solely responsible for collecting and paying all applicable sales and other taxes arising from any transactions conducted by Franchisee via the ERPLY POS System. Franchisee will be solely responsible for the implementation of the ERPLY POS System at its WBU franchised business.

b. Franchisor will not be deemed the seller of any products, has no fiduciary or other responsibilities under this Agreement (except those obligations expressly stated in this Agreement), and only facilitates Franchisee's use of the ERPLY POS System by providing or arranging for the support services identified on Exhibit 2 hereto, which services Franchisor may modify from time to time in its discretion (the "**Support Services**"). Franchisor is only a reseller for the service provider making the ERPLY POS System available to Franchisee as contemplated hereunder and providing the Support Services for the ERPLY POS System, as set forth herein, either directly or through third party providers designated by Franchisor. Franchisor will have no responsibility or liability to any Customer in connection with Franchisee's use or implementation of the ERPLY POS System.

c. Franchisee is responsible for using store-level administrative tools provided with the ERPLY POS System to ensure that information presented to the customer and maintained/managed within the ERPLY POS System is accurate and timely. Any errors in pricing, product availability or product delivery information are the sole responsibility of Franchisee, and Franchisor shall not be liable for any costs or damages associated with such errors.

d. Franchisor is not responsible for the timeliness, mis-delivery, deletion or failure to store any information uploaded (or attempted to be uploaded) by Franchisee. Franchisor makes no warranty as to the accuracy or completeness of the information and services provided through the ERPLY POS System or the results of Franchisee's use of the ERPLY POS System, or that the ERPLY POS System is free from errors. Franchisee acknowledges that it is Franchisee's responsibility to evaluate the accuracy, completeness and usefulness of all information obtained or provided through the ERPLY POS System.

e. The internet is not a reliable means of communication and Franchisor does not warrant the security of any information transmitted through the Internet. Certain functions of the ERPLY POS System may use industry-standard, SSL (Secure Socket Layer) encryption and decryption methodology to protect information while in transit.

5. Requirements. Franchisee understands and agrees that its access to and use of the ERPLY POS System are conditioned on its compliance with the following requirements:

a. Gift Card Program Participation. If as of the date of this Agreement Franchisee is not participating in Franchisor's gift card program, Franchisee agrees to start participating in Franchisor's gift card program, in accordance with the terms thereof, within 30 days of the ERPLY POS System go live date.

b. Auto-Poll Participation. If as of the date of this Agreement Franchisee is not participating in the WBU Auto-poll system whereby sales information is automatically provided to the Franchisor via automated electronic means, Franchisee agrees to immediately begin participating and comply with the terms and conditions thereof.

c. Loyalty Program Participation. If as of the date of this Agreement Franchisee is not participating in the Daily Savings Club program, Franchisee agrees to begin participating and comply with the terms and conditions of that program within 30 days of ERPLY POS System go live date. If as of the date of this Agreement Franchisee is participating in the Seed Storage program, the Frequent Feeder Cards program and/or any other loyalty program other than the Daily Savings Club program (collectively, "Non-

DSC Loyalty Programs"), Franchisee agrees to cease promotion of and any activity under all such Non-DSC Loyalty Programs effective the day of ERPLY POS System go live date.

d. eCommerce Program ("MyWBU"). If as of the date of this Agreement Franchisee is not participating in the Franchisor's eCommerce Program (the "MyWBU Store"), Franchisee agrees to begin participating and comply with the terms and conditions of that program within 60 days of ERPLY POS System go live date. All refIrences to the Retail Store herein shall include the MyWBU Store implemented by Franchisee pursuant to the Franchisor's eCommerce Program.

e. Customer Survey Program participation. If as of the date of this Agreement Franchisee is not participating in the Franchisor-approved Customer Survey program, Franchisee agrees to enroll in that program [within 30 days of ERPLY POS System go live date] and be subject to its terms and conditions and agree to any standard customer-facing survey formats, either on receipts, written, or online.

f. At all times during the Program Term, Franchisee will provide electronic access and assistance to Franchisor and its service providers, including Vendor, in order to allow them to perform Franchisor's and/or Vendor's obligations hereunder and under the Franchisee POS Agreement, as applicable, and to enable Franchisor and Vendor to verify Franchisee's compliance with the terms and conditions hereof and thereof.

g. Failover Internet Backup. If as of the date of this Agreement Franchisee has not deployed a Failover Internet Backup technology solution and service, Franchisee agrees to implement such a service, at its own cost, within 30 days of ERPLY POS System go live date, and provide proof of same to Franchisor (including service details) upon request.

h. At all times during the Program Term, Franchisee agrees to comply with the terms and conditions of the ERPLY POS Resource Center, which Franchisor will make available to Franchisee and which may consist of one or more manuals and other written materials and communications from Franchisor containing specifications, rules, instructions, policies, standards and operating procedures regarding the ERPLY POS System (including, without limitation, Franchisor's recommended accounting procedures, inventory reporting codes, return policy requirements, and participation in the auto-poll program), as such ERPLY POS Resource Center may be modified or updated by Franchisor from time to time (collectively, as so updated or modified, the "**ERPLY POS Resource Center**"). The ERPLY POS Resource Center shall be deemed part of the Operating Handbook under the terms of the Franchise Agreement. The ERPLY POS Resource Center will be deemed to be a part of this Agreement.

i. Franchisee agrees not to use any other point of sale or similar system during the Program Term, except as approved in writing by Franchisor.

j. Subject to applicable Laws, at all times during the Program Term, Franchisee will comply with any Minimum Advertised Price ("**MAP**") policies implemented by Franchisor and updated by Franchisor from time to time with respect to the marketing of Products.

6. Fees and Costs. Franchisee agrees to make the following investments and pay the following fees in connection with its use of the ERPLY POS System:

a. Set Up Fee. As consideration for Franchisor's set up of the ERPLY POS System for Franchisee hereunder, Franchisee will pay Franchisor, in a lump sum upon signing this Agreement, a one-time Initial ERPLY POS System Set Up Fee, in the amount set forth on Exhibit 1.

b. Monthly Support Fees; Taxes. As consideration for Franchisor's (and its service provider's, including Vendor's) ongoing provision and support of the ERPLY POS System and Franchisee's continued access thereto, Franchisee will pay Franchisor a Monthly Support Fee in the amount set forth on Exhibit 1. This fee will be due by the 10th of the month for the prior month's access to the ERPLY POS System. "Access to the system" is defined by having the Franchisee's WBU store data uploaded to the system and accesses given to the store to begin processing information, regardless of whether the store chooses to conduct business. Additionally, if any governmental authority requires the payment of sales tax on the Monthly

Support Fee, Franchisee must pay the amount of the sales tax to Franchisor so that Franchisor can remit the sales tax fees to the governmental authority.

c. Royalties and Other Fees. For avoidance of doubt, all of Franchisee's applicable revenues from sales via the ERPLY POS System will be included in Gross Sales and Franchisee will pay royalty fees and other fees on such sales as provided in the Franchise Agreement.

d. POS System and other Equipment. Franchisee must install and use Franchisor-approved equipment and technology, including computer equipment, hardware, and software.

e. Credit Card Processing. Franchisee agrees to set up an account with, and pay associated fees to, Franchisor's approved ERPLY POS System third party credit card processor (as Franchisor may from time to time designate), to process Customer payments for purchases of Products via the ERPLY POS System. Further, Franchisee is required to comply and adopt any Franchisor Master Agreement terms and conditions that the Franchisor has negotiated with the approved credit card processor.

f. Shipping Scale. If Franchisee's Retail Store does not currently have an approved shipping scale, Franchisee agrees to purchase it from a Franchisor approved third-party vendor to use in connection with the processing of WBU Product orders. The approximate current cost of the shipping scale is set forth on Exhibit 1.

g. Other Costs; Changes to Costs and Fees. For avoidance of doubt, all costs and expenses of Franchisee related to its implementation and use of the ERPLY POS System are exclusively costs and expenses of Franchisee. FRANCHISEE ACKNOWLEDGES THAT THE COSTS AND FEES IDENTIFIED ON EXHIBIT 1 ARE SUBJECT TO CHANGE UPON 30 DAYS' NOTICE FROM FRANCHISOR.

7. Data Ownership; License. Franchisor owns all Customer Data and may use same as Franchisor deems appropriate (subject to applicable Laws). Franchisee may only use Customer Data to the extent necessary to perform its obligations under this Agreement and the Franchise Agreement during the term hereof and subject to such restrictions as Franchisor may from time to time impose and subject to compliance with all data privacy, security and other applicable Laws. Without limiting the foregoing, Franchisee agrees to comply with applicable Law in connection with the collection, storage and use of Customer Data, including, if required under applicable Law, obtaining consents from Customers. Franchisee must comply with all Laws relating to data protection, privacy and security policies, including data breach response policies that Franchisor may periodically establish. Franchisee must notify Franchisor immediately of any suspected data breach at or in connection with the ERPLY POS System. As used herein, the term "**Customer Data**" means contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information about any person who has purchased or purchases WBU Products from Franchisee during the term hereof and whom Franchisee has solicited to purchase any WBU Products.

8. Term; Termination. This Agreement becomes effective on the Effective Date noted on the signature page hereto and will continue in effect until the termination as provided herein or the expiration or earlier termination of the Franchise Agreement (for any reason) or the Franchisee POS Agreement (for any reason), whichever occurs first (the "**Program Term**"). Franchisor may terminate this Agreement at any time upon 30 days' prior written notice to Franchisee. This Agreement and Franchisee's access to and use of the ERPLY POS System may also be terminated or suspended by Franchisor immediately upon written notice by Franchisor to Franchisee if: (a) Franchisee ceases to operate the Retail Store under its WBU Franchise Agreement, or (b) Franchisee is in breach of or default under the terms of this Agreement, any Franchise Agreement, any other agreement between Franchisor and Franchisee (including, without limitation, if Franchisee is delinquent in paying any amount due to Franchisor, or if Franchisee does not comply with the terms or conditions of the ERPLY POS Resource Center) and fails to cure the default within the applicable cure period (if any) specified in the Franchise Agreement or such other agreement between the parties. .

Upon termination of the Program Term for any reason, Franchisee agrees to (a) honor and process all pending ERPLY POS System product purchase orders placed prior to such termination; (b) cease all new

transactions via the ERPLY POS System; (c) comply with all applicable post-termination obligations set forth in the Franchisee POS Agreement; (d) provide to Franchisor a complete accounting of all amounts owed to Franchisor and its affiliates and promptly pay all such amounts owed; and (e) return to Franchisor the ERPLY POS Operating Handbook and any other proprietary materials made available by Franchisor hereunder.

9. Incorporation of Franchise Agreement Terms. The governing law, dispute resolution and notice provisions of the Franchise Agreement shall apply to this Agreement. Franchisee acknowledges and agrees that a breach of or default under this Agreement by Franchisee will also constitute a breach of and default under the Franchise Agreement and vice versa. In addition, Franchisee's obligations to protect and indemnify Franchisor (and related parties) under the Franchise Agreement shall apply to any losses, liabilities, taxes or damages and all reasonable costs and expenses of defending any claim brought against Franchisor (or related parties) arising from or in connection with Franchisee's implementation, use and operation of the ERPLY POS System and otherwise Franchisee's activities under this Agreement, and such indemnification obligations are hereby incorporated herein by this reference. Further, any personal guarantees signed pursuant to the Franchise Agreement by individuals associated with Franchisee shall apply to all Franchisee payment and other liabilities and obligations under this Agreement.

10. Assignment. Franchisee may not assign or transfer its rights or obligations under this Agreement, in part or in whole, including without limitation, in connection with a change in ownership or change in control transaction or by operation of law, except in connection with a permitted transfer of the Franchise Agreement and upon Franchisor's written consent.

11. Severability. Should one or more sections of this Agreement be held void or unenforceable for any reason by any arbitrator or court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

12. Entire Agreement. This Agreement, the Franchise Agreement and the exhibits attached hereto and thereto contain the entire agreement of the parties with respect to the subject matter hereof, and replace and supersede in their entirety any prior or contemporaneous agreements, whether written, oral or otherwise. Except as otherwise specifically provided herein, this Agreement may be amended only by an instrument in writing signed by both parties. Nothing in this Agreement or any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FRANCHISEE:

Franchisee Legal Business Name: _____

By:_____

Title:_____

Franchisee's Retail Store Address:_____

_____

FRANCHISEE GUARANTORS:

_____

_____

_____

FRANCHISOR:

WILD BIRDS UNLIMITED, INC.

By:_____

Title:_____

Effective Date: _____

Exhibit 1

ERPLY POS System Requirements

Without limiting the terms and conditions of the ERPLY POS AUTHORIZATION AND PARTICIPATION AGREEMENT, in order to receive access to and the right to use the ERPLY POS System, the undersigned Franchisee ("I") acknowledges and agrees to the following:

1. **I agree to comply with the terms and conditions within the *ERPLY POS System Resource Center.*** The handbook details the methods and procedures for implementing and operating the ERPLY POS System and is subject to change.

2. **I agree to make all required payment(s) to the WBU Franchise Support Center (FSC) or approved vendor(s) (as applicable) in a timely manner. Costs and fees set forth below are subject to change upon 30 days' written notice to you:**

    a. Initial Set Up Fee: one-time fee of $499 (unless waved by Franchisor in writing)
    b. Monthly POS Technology Fee of $300, which consists of:
        - $125 ERPLY POS fee (paid by Franchisor to ERPLY),
        - $100 WBU eCommerce (MyWBU) service fee, and
        - $75 POS Maintenance Fee (replaces the previous $360/annual POS Maintenance Fee)

3. **I agree to participate in the Daily Savings Club Program, and cease proliferation of any other such program such as Seed Storage program or the Frequent Feeder Cards program.**

4. **I agree to set up an account with Franchisor's designated third party credit card processor, to process payments for the ERPLY POS System**. I agree that I may, when the capability is developed and available, be required to consolidate payment processors for both ERPLY POS System and the MyWBU Online Store to a single payment processor that is determined by the Franchisor.

5. **If I have not done so, I agree to add the MyWBU Store link to my retail WBU store's website to facilitate online orders via the MyWBU Store, and to actively participate in the MyWBU Store Program no later than 60 days after the first live transaction is performed within the ERPLY POS System.**

6. **I understand that I must ensure that the ERPLY POS System is in adherence with all applicable sales taxation requirements, including as it relates to shipping in and out of state.** I agree to partner with Franchisor-recommended tax software partner to ensure appropriate sales tax is recorded, collected and paid.

7. **I agree to adhere to Minimum Advertised Price (MAP) for MyWBU Store product prices for my "market area" as it may be updated by Franchisor from time to time.**

8. **I agree to follow any Franchisor's required return policy terms as may be published in the ERPLY POS Resource Center and provided to the customer after each order.**

9. **I understand that MyWBU Store online promotions may be different from recommended in-store promotions.**

10. **I understand that I must pay for all shipping fees to approved shipping vendors, even when offering required free or discounted shipping fee promotions to my customers.**

11. **I agree to conform to any receipt formats as specified and required by the Franchisor.**

12. **I agree that any/all equipment used in connection with the ERPLY POS System must comply with Franchisor approved models and be acquired only from Franchisor-approved vendors. Any deviation requires pre-authorization in writing from the Franchisor. I agree that any equipment purchased that does not comply should be returned at my cost.**

13. **I agree to participate in the Customer Survey Program as required by the Franchisor and to abide by any receipt format changes that may occur as the Customer Survey Program evolves over time.**

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Exhibit 2

Support Services

Subject to the terms and conditions of this Agreement and the Franchise Agreement, and conditioned on Franchisee's compliance therewith, during the Program Term, Franchisor will, itself or through a service provider, provide to Franchisee Franchisor's standard customer support services as described in this Exhibit 10 (the "**Services**"):

a. Scope of Services. During the Program Term, Franchisor will use commercially reasonable efforts to resolve any incidents reported by Franchisee ("**Incidents**"). Franchisor, in its sole discretion, will determine the amount of time it will need to spend to attempt to resolve any specific Incident.

b. Response Time. During the Program Term, Franchisor will use commercially reasonable efforts to RESPOND to Incidents within seven (7) business days of a call by Franchisee to the Franchisor's service line (1-888-302-2473).

c. Remote Services. Franchisee acknowledges and agrees that Franchisor may provide remote services to Franchisee to assist in analyzing and resolving any Incident. Franchisee agrees to provide Franchisor with access to Franchisee's network and computers to install and use remote access software ("**Remote Access Software**") necessary for Franchisor to provide the remote services to Franchisee.

d. Exceptions. Franchisor has no obligation to provide the Services relating to any Incident that, in whole or in part, arises out of or results from any of the following:

(i) software, or the media on which it is provided, that is modified or damaged by Franchisee or any third party;

(ii) any third-party materials;

(iii) any negligence, abuse, misapplication, or misuse of the ERPLY POS System other than by Franchisor personnel, including any Franchisee's use of the ERPLY POS System other than as expressly authorized in writing by Franchisor;

(iv) the operation of, or access to, Franchisee's or a third party's system or network;

(v) any breach of or noncompliance with any provision of this Agreement or the Franchise Agreement by Franchisee or any of its representatives;

(vi) Franchisee's failure to install and use the required equipment and technology, including computer equipment, software, hardware, internet service, firewall, etc., as is required from time to time by Franchisor in connection with the access, use and operation of the ERPLY POS System; or

(vii) any force majeure event.

e. Data Back-up. Franchisee agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.

Exhibit N-2

ERPLY POS SOFTWARE-AS-A-SERVICE AGREEMENT

ERPLY POS SOFTWARE-AS-A-SERVICE AGREEMENT FOR WBU FRANCHISEE

(BETWEEN ERPLY AND WBU FRANCHISEE)

Information Detail	Instruction	Your Information Response
FRANCHISE STORE ID	Enter your Store Identification No.	
FRANCHISEE NAME	List your legal business entity name	
LEGAL FORM	List the type of business (eg. Corporation)	
INCORPORATED OR FORMED	Select Incorporated or Formed	
COUNTRY/STATE	Enter your Country and State	
MUNICIPALITY	Enter your city or municipality	
EFFECTIVE DATE	Enter Day 1 of the upcoming month that you will Go Live.	

This software-as-a-service agreement is between

Point of Sale Inc., a Delaware corporation based in New York, NY, file no 4899215 ("the **Supplier**"), and [FRANCHISEE NAME], a [LEGAL FORM], [INCORPORATED/FORMED] under the laws of [COUNTRY/STATE], based in [MUNICIPALITY] under [FRANCHISE REGISTERED NUMBER] ("the **Customer**").

Recitals

A. The Supplier provides ERPLY point of sale (POS) and inventory management software and has licensed this software to Wild Birds Unlimited Inc. ("WBU") for use as the principal POS solution in WBU franchise stores and in conjunction with WBU's e-commerce platform software.

B. The agreement between the Supplier and WBU gives WBU franchisees the opportunity to enjoy certain sub-user functionality of the above POS solution at WBU's expense, provided that they enter into a "franchisee software-as-a-service agreement" with the Supplier and have an arrangement with WBU as to their payment to WBU of the fees and expenses that WBU incurs in connection with their use of ERPLY software and services.

C. The Customer is a WBU franchisee wishing to enjoy the benefits described in recital B and there is an agreement in place between the Customer and WBU concerning the above-referenced fees and expenses.

1. Interpretation

1.1. The following words and phrases, if capitalized herein, have the meanings assigned to them below:

"**Agreement**" – the contract between the Parties, comprising the Terms and all Appendices;

"**Appendix**" – an appendix to the Terms;

"**Customer Data**" – the User Data maintained under a Customer User Account;

"**Documentation**" – the current technical documentation and user guidance pertaining to the Software, as published and periodically updated on the Supplier's Software support pages and in Software release notes (currently located at https://help.erply.com and https://erply.com/release-notes respectively) or as the Supplier may otherwise from time to time provide;

"**Effective Date**" – The date with which this agreement will commence is on or after [EFFECTIVE DATE]

"**Feature**" – a component, property or an aspect of the Service;

"**Franchisor**" – Wild Birds Unlimited Inc, an Indiana corporation based in Carmel, IN, business ID 198306-224;

"**Franchisor SaaS Agreement**" – a contract between the Supplier and the Franchisor providing for the Supplier's undertaking to authorize the Customer's use of certain Features under a Service Plan that the Franchisor has purchased (as specified for the time being in the Sign-up Form but as may change from time to time) and the Supplier's consideration therefor;

"**Intellectual Property**" – any and all trademarks, service marks, domain names and business names, brands, rights pertaining to inventions, designs, databases and proprietary information (including, without limitation, trade secrets and know-how), patents, copyrights (including both economic and moral rights) as well as any and all other items treated as intellectual property or rights thereof under applicable law;

"**Location**" – a shop, store, sales space or any other separate sales location of the Customer;

"**Party**" – each of the Customer and the Supplier (collectively, "the **Parties**");

"**Personal Data**" – any information relating to an identified or identifiable living natural person (a living individual);

"**Service**" – depending on the context, either: (a) the Supplier's providing (i) the Software and/or (ii) one or more resources or other benefits for use in conjunction with the Software and/or (iii) technical support services concerning the foregoing; or (b) the above items collectively, any of them separately or any combination of any of them, notwithstanding that the item(s) in question may not consist in a service (as, e.g., in the case of locally installable Software);

"**Service Plan**" – a subscription to a particular set of Features offered by the Supplier;

"**Sign-up Form**" – Appendix A to the Terms, setting out the Parties' details and identifying the applicable Service Plan;

"**Software**" – ERPLY point of sale and inventory management software and such Supplier-developed computer programs as the Supplier may make available in conjunction therewith, including such patches, updates, upgrades, other modifications and replacements thereof as the Supplier may from time to time provide. Each of the foregoing may take the form of an on-demand service, a local installation or a combination thereof;

"**Terms**" – the main body of the Agreement, i.e., this software-as-a-service agreement with all Appendices removed;

"**User**" – anyone whom the Customer permits or causes to have access to the Service, whether through a User Account or otherwise, including anyone who downloads, saves, installs, uses, accesses, interacts with, or receives the Service on the Customer's behalf but excluding the Supplier and anyone acting for it;

"**User Account**" – a Service user account whose purpose is to allow its holder to enjoy the end-user benefits of one or more Features;

"**User Data**" – any data, including Personal Data, that the Customer or a User processes (e.g., collects, enters, records, stores, alters, arranges, deletes, uses, transmits, discloses or makes available) through a Customer User Account or otherwise by means of the Service.

1.2. In this Agreement: (a) words such as "herein", "hereto", "hereof", "hereunder" and "hereby" refer to the Agreement; (b) except where the context clearly otherwise determines, the word "item" means any legal object, i.e., anything tangible or intangible (including any electronic object and any right or other benefit) that is capable of being the object of a right, duty or a capacity.

1.3. This Agreement, as amended from time to time, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings between the Parties with respect to that subject matter.

2. Term

2.1. The Agreement shall enter in force on the Effective Date and is made for the remaining term of the Franchisor SaaS Agreement (which may be a fixed-term or an indefinite-term contract), unless terminated earlier as provided herein.

2.2. The Agreement is contingent on the Franchisor SaaS Agreement remaining in force and obliging the Supplier to provide the Customer with the benefits described herein.

3. License

3.1. Subject to the terms set forth herein, the Supplier hereby grants to the Customer and the latter accepts, for the term hereof, the following limited, non-exclusive and restrictedly-transferable rights:

(a) the right to use the Features available to the Customer under the Franchisor's Service Plan in a manner and by means consistent with that Service Plan and the Customer's user privileges thereunder, including the right to access and use such User Accounts as may be provided to the Customer, or as the Customer may be permitted to create, under this Agreement or the Franchisor's Service Plan;

(b) if any of the above Features takes the form of a locally installable Software product, the right to install, store and use the respective product copy on a device for which it is intended; and

(c) the right to use the above Features in conjunction with the Franchisor's e-commerce software (MyWBU).

Each of the above rights shall be exercised solely for the Customer's or the Franchisor's own internal legitimate purposes and none of these rights shall be sublicensed, assigned, encumbered or otherwise disposed of, save if and to the extent otherwise permitted under section 16.1.

3.2. The Service is intended for normal end use, respecting the rights, freedoms and legitimate interests of others, and may only be accessed through the interfaces that the Supplier has provided or authorized therefor.

3.3. Where Documentation is available concerning a particular Feature, the Feature should be used in accordance with that Documentation.

3.4. Reproduction of the Software by persons other than the Supplier is only allowed for the purposes of Software installation and backup, and only to the extent that such reproduction is necessary for using the Software in accordance with this Agreement.

4. Service

4.1. The Supplier will provide the Customer with the benefit of all Features that the Customer is authorized to use under the Franchisor's Service Plan.

4.2. The level of Service to which the Customer is entitled (including the nature, scope, availability, means of provision and accessing, and other particulars of the Supplier's Software-related technical support services) will depend on the Franchisor's Service Plan.

4.3. The Customer acknowledges and agrees that the Service (a) has not been designed to meet the Customer's specific requirements, (b) may from time to time suffer interruptions and be occasionally unavailable, (c) has and will continue to have certain bugs and vulnerabilities, and (d) should not be relied upon in inherently dangerous circumstances.

4.4. The Service may provide links, references or access to third-party websites, resources or services and these may provide the same in relation to the Service. The Supplier is not responsible for the existence, absence or qualities (including the availability, reliability and security) of such third-party sites, resources or services, does not endorse them and shall not be liable for any loss, damage, expenses or other undesirable consequences attributable thereto.

4.5. Unless otherwise expressly provided herein, the Supplier has no obligation to enhance, modify or replace any part of the Service, or continue developing or releasing new versions thereof.

4.6. The Customer may contact the Supplier for technical support through the Supplier's dedicated telephone or email helpline or by using such error reporting or customer feedback features as may be available via the Service.

5. Modification and suspension

5.1. The Supplier may modify the Service or any part thereof at any time and for any reason, provided, however, that: (a) no such modification shall have a material negative impact on the functionality or availability of the Features authorized under the Customer's Service Plan; and

(b) any substantial modification of the Features mentioned under subsection (a) shall be notified to Customer at least 30 days in advance.

5.2. Unless otherwise expressly agreed, the use of any new features, versions, releases, updates or other modifications that the Supplier may make available in connection with the Service shall be subject to the Agreement. The Customer's continued use of the Service after any such modification shall constitute the Customer's consent to the respective modification(s).

5.3. The Supplier may suspend performance under the Agreement in whole or in part with immediate effect if: (a) legally compelled to do so, provided that, insofar as legally permitted and feasible in the given circumstances, the Customer is warned of the suspension in advance; (b) the Customer is in breach of any of its obligations hereunder and fails to discontinue or remedy such breach within 15 days after notice from the Supplier specifying the breach and requiring it to be discontinued or remedied; or (c) the Franchisor's payment for the Service is overdue for a period longer than specified under the Franchisor SaaS Agreement.

5.4. The Supplier may suspend or restrict access to the Service for any User whose use of the Service conflicts with the Agreement or may suspend or restrict the availability of Features in relation to the relevant User Account.

6. User accounts

6.1. The Customer shall be responsible for the activity that occurs under its User Accounts, including all data processing and other acts performed through or by means of such User Accounts, and must notify the Supplier promptly upon learning of any security breach relating to, or unauthorized use of, any Customer User Account.

6.2. Each of the Customer and a User must maintain their respective usernames, passwords, access tokens and similar credentials in confidence.

6.3. The Supplier has no obligation to monitor or access any User Account but may do so where reasonably warranted (e.g., to provide technical support, prevent illegal or harmful activity, perform its duties hereunder, or comply with applicable law).

6.4. The Supplier may, in its reasonable discretion, temporarily or permanently disable, close or restrict access to any User Account that is used for infringing on anyone's Intellectual Property or proprietary or personal rights or to perform any of the acts mentioned in subsection 12.3(e), and shall not be liable for any undesirable consequences, including any loss or damage, resulting therefrom. Where legally permitted and feasible, the Supplier will not disable, close or restrict access to the Customer's User Account without first having provided the Customer a reasonable opportunity to take such corrective or remedial action as may be appropriate in the given circumstances.

7. Fees

7.1. The Supplier's consideration for the Features that the Customer is entitled to enjoy under the Franchisor's Service Plan has been arranged for in the Franchisor SaaS Agreement. The Customer will not be charged for those Features.

8. Intellectual property

8.1. As between the Parties, all Service-related Intellectual Property shall vest in, and is retained by, the Supplier. The Customer shall not acquire any right thereto or otherwise in connection with the Service, except for the limited rights of use expressly set forth in this Agreement.

8.2. With respect to any feedback or suggestion regarding the improvement, enhancement or other modification of the Service the Supplier shall be deemed to have been granted a non-exclusive, royalty-free, worldwide, perpetual (save as limited by law), irrevocable, freely transferable and fully sublicensable right to use, distribute, reproduce, modify, adapt, publish, translate, transmit, publicly perform, display and make available the same (in whole or in part) and to incorporate it into other items, including works and inventions, in any form or medium now known or hereafter developed. The Customer warrants that anyone making such a contribution on the Customer's behalf or through a Customer User Account is authorized to do so and that neither

the Customer nor the contributor nor any author of any item embedded in the contribution will seek any compensation or reimbursement in connection therewith.

9. Data rights

9.1. As between the Parties, Customer Data belong to the Franchisor and the Franchisor's instructions as to those data override any conflicting instructions from the Customer or a User. The Customer acknowledges this and shall not hold the Supplier responsible for any undesirable consequences that the Customer or anyone else may suffer due to the Supplier's disposal or processing of Customer Data pursuant to the Franchisor's instructions.

9.2. The Customer also acknowledges that the control which the Customer or a User can exercise in relation to Customer Data, including the ability to access, process and dispose of the same, may be limited by user privileges determined by others. There may be other users under the Franchisor's Service Plan, including but not limited to the Franchisor, whose status or privileges permit them to enable, disable, limit, suspend or terminate, or whose decisions may otherwise affect, the Customer's or Users' access to and their rights concerning Customer Data. The same applies in relation to the Customer's User Accounts and the Features available in connection with those accounts.

9.3. If the Supplier reasonably believes that User Data or the Customer's or a User's processing of those data violate/s the law or otherwise conflict/s with this Agreement, it may, in its absolute discretion: (a) ask the Customer or the User to take such action as the Supplier considers is necessary to remedy the matter (which, where feasible and legally permitted, will be the preferred option); or (b) remove, disable, restrict access to, or delete the data concerned without being liable for any loss, damage or other undesirable consequences resulting therefrom.

9.4. The Customer shall make sure that each User is aware of the matters described under this part 9.

10. Data protection

10.1. The Customer acknowledges that certain Personal Data and other information about the Customer and Users (each of the above hereinafter a "**Data Subject**") are collected and processed through or in connection with the Service.

10.2. The Customer agrees and shall ensure that each of the other Data Subjects also agrees that:

(a) the Supplier may collect information (including Personal Data) about the Data Subject (i) during the negotiation, conclusion and variation of agreements between the Data Subject or their principal and the Supplier (the information collected may include the data provided in such agreements and any data furnished for the purposes of negotiating, concluding or amending the same), (ii) when the Data Subject submits queries to or otherwise contacts the Supplier, fills in forms via Features, creates or modifies a user profile or enters or modifies other information associated with a User Account (the information thus provided), (iii) when the Data Subject visits the Supplier's website (the Data Subject's IP address, location, entry and exit pages, referral sites and keywords, session time and duration, activities on the site, history of visits, and certain technical information about the Data Subject's device, such as its name, the type and version of its operating system and those of its web browser), (iv) when the Data Subject downloads, saves, installs, updates or uninstalls Software or uses, accesses or interacts with Features (the location, manner, means and duration of such activity as well as other information that the Data Subject may provide), and (v) when otherwise knowingly made available to the Supplier (the information that the Data Subject provides);

(b) when visiting the Supplier's website, cookies, web beacons or pixels may be stored within the visitor's device;

(c) the Supplier may process the Data Subject's Personal Data and such other information about them as described under subsection (a) (collectively, "**Relevant Data**") for the purposes of (i) providing the Service and otherwise performing the Agreement, (ii)

improving or otherwise modifying Features and notifying the Data Subject thereof, (iii) customizing the content, layout or other properties of the relevant website or Feature for the particular visitor or user, (iv) replying to the Data Subject's communications (v) contacting the Data Subject on matters relating to the Service, the Agreement or the agreements referenced in subsection 10.2(a)(i), (vi) performing its duties to the Data Subject, (vii) exercising and enforcing its rights hereunder or its statutory rights and freedoms, (viii) user statistics and other Service-related analyses, provided that the data concerned are anonymous or de-identified or anonymized, and (ix) such other purposes as legally required or permitted;

(d) Relevant Data may be processed in the country where the Data Subject is domiciled or stays, the United States, the Swiss Confederation and any country participating in the European Economic Area;

(e) the Supplier will not disclose the Data Subject's Personal Data to third parties, except when, to the extent and to persons (i) expressly allowed by the Data Subject, (ii) legally required, or (iii) necessary for performing the Supplier's legal obligations or its obligations under the Agreement or the agreements referenced in subsection 10.2(a)(i), exercising its rights under the above agreements or its statutory rights and freedoms or defending against claims or other process;

(f) subsection (e) notwithstanding, the Supplier may disclose the Data Subject's Personal Data to its corporate affiliates for the purposes specified in subsection (c), including for such affiliates' performance of the respective activities on the Supplier's behalf or in cooperation with the Supplier. The Supplier shall be responsible for the respective affiliates' processing of those data as it is responsible for its own data processing operations hereunder.

10.3. The Supplier shall maintain adequate technical and organizational measures to ensure such level of security in its processing of Personal Data as appropriate in the given circumstances. Upon assessing whether a measure is adequate and which level of security is appropriate the Supplier will consider the nature of the Personal Data concerned and the nature of the processing operations it performs, the risks to which Data Subjects are exposed by the Supplier's processing of their Personal Data, the state of the art, the costs of implementation and such other matters as may be relevant in the particular circumstances.

10.4. The measures referenced in the preceding section particularly address the following: (a) the protection of Personal Data against unauthorized or unlawful processing and against accidental loss, alteration or destruction; (b) the integrity and confidentiality of Personal Data; (c) the availability and resilience of the Features pertinent to the processing of Personal Data; and (d) the Supplier's ability to restore the availability and access to Personal Data in a timely manner after a Service failure.

10.5. However, it must be appreciated that no security measure is perfect. Notwithstanding the Supplier's efforts, it cannot guarantee that Personal Data, during transmission over the internet or while stored in the Supplier's systems or those of its service providers or while otherwise in the Supplier's care, will be absolutely safe from unauthorized or unlawful processing or accidental loss, alteration or destruction, or that they will indeed be intact and confidential at all times or shortly available after any Service incident.

10.6. The Supplier undertakes to: (a) ensure that the persons whom it authorizes to process Data Subjects' Personal Data commit themselves to confidentiality or will be under an appropriate statutory obligation of confidentiality with respect to these data; and (b) notify the Customer without undue delay upon learning of any data breach involving Personal Data that the Supplier maintains about the Customer or its authorized users.

10.7. If a Data Subject participates in the Supplier's mailing or similar program, the Supplier may use their Personal Data to send them information about products, services, events and other

matters that the Supplier believes may be of interest to them. Any subscription to such a program may be cancelled at will.

10.8. The Supplier may send the Customer and Users certain communications relating to the Service, such as, e.g., technical and administrative messages, without offering them the opportunity to opt out of receiving the same. The Supplier will ensure that such communication complies with applicable law.

11. Non-disclosure

11.1. The Parties acknowledge that, in the course of their dealings hereunder, each Party or its associates may disclose or make available to the other Party information whose further disclosure or misuse could harm the disclosing Party or its associate(s) or whose nature is otherwise such as to cause the disclosing Party to have a legitimate interest that the respective information be maintained in confidence and/or that it only be used in a specific manner. Consequently, each Party undertakes to:

(a) use at least reasonable endeavors to prevent the disclosure to third parties of any non-public information it acquires, becomes familiar with or controls during the term hereof and which it knows or reasonably must realize is a trade secret or a similar asset of the other Party or its associate or information entrusted to the other Party or its associate in confidence ("**Confidential Information**");

(b) use Confidential Information in good faith and solely for the purposes for which the other Party or its associate disclosed such information or caused it to be available;

(c) upon the other Party's request, promptly delete or destroy, or, at the requesting Party's expense, deliver to the latter, all Confidential Information in its possession or control, save to the extent it is legally required to retain the information concerned (e.g., in order to comply with accounting standards, tax regulations or rules of legal procedure) or needs the same to defend its rights hereunder in an ongoing or a pending dispute between the Parties or in case such a dispute arises;

(d) upon any termination hereof or any transfer of a Party's rights and obligations hereunder, continue to adhere to the provisions of this part 11 for such period of time thereafter as reasonably required for the protection of the other Party's legitimate interests but in no event less than 3 years. For the avoidance of doubt, the purpose of this subsection (d) upon the transfer of a Party's rights and obligations is to govern the relations of those who were parties hereto prior to the transfer.

11.2. Notwithstanding anything herein to the contrary, it shall not be a breach of this Agreement to disclose Confidential Information if compelled to do so by law, provided that: (a) such disclosure does not exceed what is legally required to be disclosed and is restricted to persons with a right to know; and (b) where possible, the other Party is notified in advance thereof, providing it a reasonable opportunity to object to the requirement to disclose.

11.3. Unless required under the laws, regulations or stock exchange rules applicable to it, neither Party shall make any press release about the Parties' entry into this Agreement or otherwise in connection with the Parties' relations without the other Party's prior consent.

11.4. Upon the Customer's prior consent, the Supplier may include the Customer's name and logo in customer listings, user stories and case studies.

11.5. Nothing in this part 11 shall be construed to relieve either Party of any of its statutory non-disclosure or non-use obligations.

12. Representations and warranties

12.1. Each Party represents and warrants that:

(a) it is a business duly organized, validly existing and in good standing under the laws of its state of incorporation or formation;

(b) it has all requisite corporate power, financial capacity, other resources and authority to execute and perform this Agreement;

(c) it will comply in all material respects with all local, state, national, international and other laws, rules and regulations applicable to that Party in its performance of the Agreement;
(d) there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a material adverse effect on its ability to fulfil its obligations under this Agreement;
(e) it will act in good faith in its dealings with the other Party.

12.2. The Supplier represents and warrants that:
(a) the Service will be provided in a professional, workmanlike manner, consistent with the standards generally associated with the Supplier's industry;
(b) it has the expertise and resources (financial, human and other) to properly provide the Service;
(c) its employees, contractors and subcontractors possess the skills and experience required for the performance of the Supplier's obligations under this Agreement;
(d) (i) the Software is fit for the purposes described in this Agreement and does not contain any viruses; (ii) it is properly authorized to license the Software for the Customer's use; (iii) the Software does not infringe upon any third party's Intellectual Property; and (iv) the Software conforms in all material respects to the Documentation;
(e) (i) its processing of Customer Data complies with all relevant laws, rules and regulations, including those on privacy; (ii) Customer Data will not be assigned or commercially exploited without the Customer's consent; (iii) it has reasonable safeguards in place to prevent unauthorized access to or disclosure of Customer Data; (iv) upon learning of any unauthorized access to Customer Data it will notify the Customer thereof without undue delay; (v) all Customer Data will be continuously backed-up;
(f) it has a reasonable business continuity management plan to provide for the continuity of critical business functions at reasonable service levels in the event of the loss, disablement, impairment or suspension of key facilities, resources, technologies or suppliers due to a force majeure event.

12.3. The Customer represents and warrants that:
(a) (i) the information that the Customer or any User provided or will provide for the purposes of negotiating this Agreement or any amendment hereto, or upon opening any User Account, ordering any Service Plan or creating or modifying any user profile on the Service, or otherwise when transacting with the Supplier in connection with the Service is true, accurate and up-to-date; and (ii) if any of the above information becomes outdated or incorrect, the Customer will correct the same or have it corrected without undue delay;
(b) User Data are lawful and acquired properly;
(c) it will comply, and will cause each User to comply, with all legal requirements applicable to the Customer's or, respectively, the User's, use of the Service, handling of User Data and other activities hereunder (including export control provisions and requirements as to the processing of Personal Data);
(d) it will not use the Service for sending unsolicited communications (save as permitted under applicable law) or uploading, transmitting, delivering, running, controlling or storing harmful code, malware or illegal content, and that no User will do so;
(e) without prejudice to any of its statutory obligations the Customer will not, nor shall any User: (i) interfere with the proper functioning of the Service; (ii) impose an unreasonable load on the Service or its infrastructure; (iii) reproduce the Software, except as expressly permitted hereunder; (iv) translate, adapt, arrange or otherwise alter the Software or reproduce the results of any such activity; (v) distribute or redistribute, including sell, rent, lease, lend or otherwise make available, the Software (neither the original Software nor any copy thereof) or any other part of the Service; (vi) decompile, disassemble or otherwise reverse engineer the Software; (vii) remove, alter, hide or obscure any copyright notice,

trademark or other proprietary rights notice embedded in, appearing on or otherwise pertaining to any part of the Service; (viii) create or attempt to create any product or service that is substantially similar to, or performs the same or substantially similar functions as, or otherwise competes with any part of the Service, or purports to be created, provided or approved by the Supplier or any of its licensors; or (ix) cause anyone else to do any of the foregoing.

12.4. All representations and warranties not expressly stated herein shall be deemed withheld. The Supplier disclaims, to the extent permitted under applicable law, all statutory and implied warranties and course of performance, course of dealing and usage related expectations with respect to the Service.

12.5. Without prejudice to the generality of the foregoing, and save as otherwise explicitly set forth in this Agreement, the Supplier makes no representation and gives no warranty or guarantee: (a) that the Service is accurate, timely, of satisfactory quality, enjoyable, or available regardless of jurisdiction; (b) that access to or the operation or use of the Service will be uninterrupted, secure or error-free; (c) that any means by which the Service is accessed or used is free of undesirable objects, such as malware or other harmful or annoying components; or (d) with respect to any third-party item.

12.6. The Supplier's disclaimers in connection with the Service apply both to the Service as a whole and each component thereof.

13. Indemnification

13.1. The Customer shall defend, indemnify and hold harmless the Supplier, its officers, directors, employees, contractors, agents and representatives from and against all claims made by and all damages, liabilities, penalties, fines, costs and expenses payable to any third party that arise from the Customer's or a User's: (a) breach of any obligation, representation or warranty hereunder; (b) misuse of any Feature; (c) processing of User Data; or (d) infringement of anyone's Intellectual Property or proprietary or personal rights.

13.2. The Supplier shall defend, indemnify and hold harmless the Customer, its officers, directors, employees, contractors, agents and representatives from and against all claims made by and all damages, liabilities, penalties, fines, costs and expenses payable to any third party that arise from the Supplier's: (a) breach of any obligation, representation or warranty hereunder; (b) misuse of Customer Data or any User's Personal Data; or (c) infringement of anyone's Intellectual Property or proprietary or personal rights.

14. Limitation of liability

14.1. To the extent not prohibited by applicable mandatory law and subject to section 14.2:

(a) the Supplier shall not be liable (under any theory of liability), neither to the Customer nor anyone else, for any undesirable consequences, including any loss or damage of whatever nature, whether foreseeable or not and even if advised of the danger thereof, that result from (i) any installation, implementation, upgrade, downgrade, modification or customization of the Software not carried out by the Supplier, (ii) failure to use a Feature in accordance with the Documentation, the Agreement or applicable law, (iii) using a third-party item in conjunction with a Feature not in accordance with the relevant third-party documentation or instructions, (iv) not applying an available fix, patch, update, service pack or upgrade that would have avoided the harmful event, or (v) anything attributable to anyone other than the Supplier;

(b) where subsection (a) does not apply, the Supplier shall not be liable (under any theory of liability), neither to the Customer nor anyone else, for any loss of profit, business or opportunity, or any special, consequential, incidental, indirect, punitive or non-patrimonial loss or damages, whether foreseeable or not and even if advised of the danger thereof. The Supplier may only be held liable for the Customer's direct financial loss;

(c) the Supplier's total cumulative liability arising out of, related to, or in connection with this Agreement, the Service, the Documentation, the processing of Customer Data or anyone's Personal Data, or anything else, shall not exceed the total financial consideration (exclusive of value added and sales taxes and other public dues) that the Franchisor paid to the Supplier in connection with the Service during the two months immediately preceding the month in which the liability event (i.e., the event/s or circumstance/s underlying the Supplier's liability) occurred;

(d) the Customer shall not be liable (under any theory of liability) for any loss of profit, business or opportunity, or any special, consequential, incidental, indirect, punitive or non-patrimonial loss or damages, whether foreseeable or not and even if advised of the danger thereof (the Customer may only be held liable for direct financial loss);

(e) this section is without prejudice to the exclusions and limitations of liability that apply by operation of other provisions hereof.

14.2. Subsections 14.1(a) – 14.1(d) shall neither exclude nor limit either Party's liability: (a) under part 13 hereof; or (b) for any (i) willful breach by that Party of any of its obligations or (ii) death or personal injury caused by a defective item produced by that Party.

14.3. Neither Party shall be liable for breaching its obligations due to a circumstance that is beyond its control and which it reasonably could not have foreseen or avoided and which, or whose consequences, it reasonably cannot be expected to overcome, such as, for example, a force of nature, conduct of public authorities, war, civil unrest, act of terror, nontrivial cyberattack, failure of a third-party hosting, internet or utility service or any other circumstance qualifying as force majeure under applicable law – to the extent that the respective circumstance prevented or hindered the Party's performance.

14.4. The protection afforded to the Supplier hereunder and any statutory protection that the Supplier may enjoy also extends to anyone who acts on the Supplier's behalf, exercises its rights or performs its duties or assists the Supplier in doing the same.

15. Termination

15.1. This Agreement may be terminated: (a) at any time by the Parties' agreement; (b) by the Customer with at least 10 days' notice; (c) by the Supplier upon (i) the Franchisor's request or (ii) the Supplier's ceasing to be obliged under the Franchisor SaaS Agreement to provide the Customer with the benefits described herein – in either case, with such notice as feasible; (d) upon a Party's material breach of Agreement – by the other Party without prior notice.

15.2. A material breach of Agreement shall, inter alia, be deemed to have occurred if a Party, having breached any of its material obligations hereunder, fails to discontinue or remedy such breach within 30 days after notice from the other Party specifying the breach and requiring it to be discontinued or remedied.

15.3. Any termination or invalidity of the Franchisor SaaS Agreement shall, as of the date thereof, automatically terminate this Agreement.

15.4. Any termination of the Agreement shall be without prejudice to the Parties' rights and remedies that have accrued prior to the termination.

15.5. The Customer understands and agrees that upon any termination of this Agreement: (a) all rights that the Customer has been granted hereunder will terminate; (b) the Customer must cease all activities authorized by the Agreement; (c) it will receive no refund, exchange or other compensation for any unused time or credit on a subscription, any data associated with any User Account, or for anything else; (d) all its Software-related obligations hereunder will survive until the Customer fully and permanently removes all Software from its systems, devices, storage media and repositories; (e) the preceding subsection applies respectively in relation to everything that forms part of the Service and which the Customer retains after the termination hereof.

15.6. Those provisions of the Agreement that either by express language or reasonable construction are intended to survive its termination shall so survive and will be enforceable notwithstanding any termination hereof.

16. Assignment and other disposals

With regard to assignment, sublicensing and other disposals, the Parties have agreed that:

16.1. The Customer shall not, without the Supplier's prior explicit consent, sublicense, assign, encumber or otherwise dispose of any of its rights or obligations hereunder, except that the Customer may, without seeking the Supplier's consent: (a) dispose of its financial claims, i.e., claims whose sole object is the payment of money to the Customer; and (b) assign this Agreement, i.e., all its rights and obligations hereunder, or cause the same to be transferred, as part of the Customer's general succession (including merger, acquisition and transformation), division, transfer of the enterprise or a substantial, coherent part of the enterprise to which the Agreement pertains or divestiture of all or substantially all of its assets as a whole;

16.2. The Supplier may: (a) sublicense, assign, encumber and otherwise dispose of any and all of its rights hereunder; and (b) assign this Agreement, i.e., all its rights and obligations hereunder, or cause the same to be transferred: (i) to its parent, any of its wholly- or majority-owned subsidiaries or a wholly- or majority-owned subsidiary of its parent; or (ii) as part of the Supplier's general succession (including merger, acquisition and transformation), division, transfer of the enterprise or a part of the enterprise (e.g., a line of business or a part thereof) to which the Agreement pertains or divestiture of all or substantially all of its assets as a whole; or (iii) due to the Supplier ceasing to hold rights in the Software or the Service; or (iv) upon its assignment of the Franchisor SaaS Agreement or if the Supplier's rights and obligations thereunder are otherwise transferred;

16.3. The assignments and transfers permitted under subsection 16.2(b) shall not have any material negative impact on the availability of the Features authorized to the Customer;

16.4. Where a Party's consent is required, it shall not be unreasonably withheld or delayed.

17. Form

17.1. The Parties have agreed that: (a) any transaction or declaration amending or terminating this Agreement shall be in writing or in electronic form, i.e., must be signed either by handwriting, electronically (digitally) or as permitted under the following subsection; (b) instead of signing by hand, a signatory may use a graphical representation (such as a scanned image) of his or her handwritten signature; (c) this Agreement and any transaction relating to this Agreement, including any amendment or termination hereof, may be executed in counterparts.

18. Notices

18.1. A Party may provide notice to the other by email, post or personal delivery – to such email or postal address (respectively) as specified for that other Party in the Sign-up Form or later notified to the sender pursuant to this section. The Supplier's Service-related operational notices (such as, e.g., technical and administrative messages) may also be delivered through a Feature.

19. Choice of law and jurisdiction

19.1. This Agreement, the Parties' relations and all matters concerning the Service shall be governed by the laws of the State of New York and the applicable U.S. federal law, without the United Nations Convention on Contracts for the International Sale of Goods applying to any of the foregoing.

19.2. All disputes arising from or otherwise concerning the Agreement, the Parties' relations or the Service (including disputes concerning the formation or validity hereof) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue of the arbitration shall be New York, NY.

19.3. The arbitration proceedings shall be conducted before a single arbitrator, unless the amount in dispute exceeds US$100,000 (one hundred thousand United States dollars), in which case the dispute shall be heard and determined by three arbitrators.

19.4. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all reasonable arbitration costs of that party, i.e., all reasonable pre-award expenses of the arbitration, including the arbitrator's/s' and administrative fees and necessary out-of-pocket expenses such as costs of translation and interpretation, notarization and certification, legalization and apostilling, state and court fees and reasonable experts' and attorneys' fees. Costs relating to office, copying, use of databases, internet, telephone and other means of communication and correspondence (whether incurred by a party, its attorney, expert or a witness) shall not be awarded.

19.5. The above provisions notwithstanding, the Supplier may, in its absolute discretion, assert and seek protection of its intellectual property and rights concerning confidential information or data processing in any forum anywhere in the world (including by way of injunction and other preventive measures).

20. Signatures

This Agreement has been executed as follows:

For: Supplier	For: Customer
By: Robert Jacob	By: _____
As: COO	As: _____
Sig.: _____	Sig.: _____
Dd.: _____	Dd.: _____

APPENDIX A. SIGN-UP FORM

SUPPLIER	
Name	Point of Sale Inc.
Domicile	Delaware
File no	4899215
Address	110 West 40th Street, Suite 1801, New York, NY 10018
Email	billing@erply.com
Telephone	917-210-1251
Contact	
CUSTOMER	
Account no (Erply ID)	105-<add your store ID here>
Name	<your name>
Domicile	<your store address>
Company/file/business no	<your company legal business entity name>
Address	<your legal business address>
Email	<your email address>
Telephone	<your telephone number for agreement correspondences>
Contact	<your authorized point of contact(s)>
SERVICE PLAN	
Name	Enterprise, Tier 2 (franchisee Features)
Expected go-live date	<Add the first day of the month in which you expect to go live>
No of Locations	1 for in-store business and 1 for MyWBU ecommerce business
No of User Accounts	1
No of registers per Location	Unlimited
No of devices accessing Location	Unlimited
No of end users	Unlimited
Notes	The Service Plan or its Features may change at the Franchisor's discretion

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Exhibit O

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

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

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

CALIFORNIA	May 14, 2023, amended on [PENDING]
ILLINOIS	March 2, 2023, amended on [PENDING]
INDIANA	March 21, 2023, amended on June 30, 2023
MARYLAND	April 27, 2023, amended on [PENDING]
MICHIGAN	March 2, 2023, amended on June 30, 2023
MINNESOTA	March 16, 2023, amended on [PENDING]
NEW YORK	March 13, 2023, amended on [PENDING]
NORTH DAKOTA	March 6, 2023, amended on [PENDING]
RHODE ISLAND	March 6, 2023, amended on [PENDING]
SOUTH DAKOTA	March 1, 2023, amended on June 30, 2023
VIRGINIA	March 2, 2023, amended on [PENDING]
WASHINGTON	March 8, 2023, amended on [PENDING]
WISCONSIN	March 1, 2023, amended on [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.

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Exhibit P

RECEIPTS

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.

Except as noted below, if Wild Birds Unlimited, Inc. offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa and New York law require that Wild Birds Unlimited, Inc. give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Wild Birds Unlimited, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise is Paul Pickett, Chief Development Officer, and Seth Holan, Manager of Franchise Development, Wild Birds Unlimited, Inc., 11711 N. College Ave., Suite 146, Carmel, IN 46032, (317) 571-7100 and_____

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Issuance Date: March 1, 2023, amended on June 30, 2023

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Disclosure Document dated March 1, 2023, amended on June 30, 2023 that included the following Exhibits:

1. State-Specific Addenda to the Franchise Disclosure Document
A. State Agencies and Agents for Service of Process
B. Reservation Agreement
C. Franchise Agreement (including Appendices and State-Specific Addenda to Franchise Agreement)
D. Initial Franchise Fee Amendment (Additional Store)
E. My WBU Store (ecommerce platform) Program Participation Agreement
F. List of Existing Franchisees and Terminated Franchisees and those who have otherwise left the System
G. Financial Statements
H Franchisee Acknowledgment Addendum
I. Form of General Release
J. Operating Handbooks Table of Contents
K. SBA Addendum
L. Assignment and Consent Agreement
M. Renewal Addendum
N-1 ERPLY POS Authorization and Participation Agreement
N-2 ERPLY POS Software-As-A-Service Agreement
O. State Effective Dates Page
P. Receipts

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt and date your signature. KEEP THIS COPY FOR YOUR RECORDS.

Prospective Franchisee's Copy

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.

Except as noted below, if Wild Birds Unlimited, Inc. offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa and New York law require that Wild Birds Unlimited, Inc. give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Wild Birds Unlimited, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

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P. Receipts

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to:

Paul Pickett
Chief Development Officer
Wild Birds Unlimited, Inc.
11711 N. College Ave., Suite 146
Carmel, IN 46032
Fax: (317) 208-4050