

## FRANCHISE DISCLOSURE DOCUMENT



Egg on a Roll Franchising, LLC  
a South Dakota limited liability company  
140 North Phillips Avenue, Suite 103  
Sioux Falls, SD 57104  
Phone: 605-800-4248  
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www.eggonaroll.com

You will operate an EGG ON A ROLL shop serving craft egg sandwiches drizzled with gourmet sauces and served on a brioche bun.

The total investment necessary to begin operation of an EGG ON A ROLL franchised business ranges from \$416,900 to \$570,558. This includes \$75,000 that must be paid to the franchisor or an affiliate.

If you are developing multiple shops under a development program, you will sign our development agreement and pay us a development fee equal calculated as follows: for two EGG ON A ROLL franchises, \$55,000 per Shop (for a total of \$110,000), for three to five EGG ON A ROLL franchises, \$45,000 per Shop (for a total of \$135,000 to \$225,000), for six to nine EGG ON A ROLL franchises, \$40,000 per Shop (for a total of \$240,000 to \$405,000) or for 10 or more EGG ON A ROLL franchises, \$35,000 per Shop (\$350,000+). The total investment necessary to begin operation of three EGG ON A ROLL franchised businesses under a development agreement (assuming they are developed at the same time) ranges from \$1,184,700 to \$1,623,004.

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, the franchisor or an affiliate concerning the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Nate Malloy at 140 North Phillips Avenue, Suite 103, Sioux Falls, South Dakota 57104, 605-800-4248 or [franchise@eggonaroll.com](mailto:franchise@eggonaroll.com).

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

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

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

Date of Issuance: October 8, 2025

## How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	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 D.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only EGG ON A ROLL business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be an EGG ON A ROLL franchisee?</b>	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 F.

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

## Special Risks to Consider About *This Franchise*

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

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

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

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

4. **Unregistered trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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.

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

To simplify the language in this disclosure document, the term “we” means Egg on a Roll Franchising, LLC, the franchisor. In this disclosure document, the term “you” means the person buying the franchise, the franchisee. If the franchisee is a corporation, partnership, limited liability company, or other business entity, the term “you” does not include the entity’s owners unless otherwise stated.

The Franchisor and any Parents, Predecessors, and Affiliates

We are a South Dakota limited liability company, formed on May 20, 2025. We do business only under our corporate name and under the trade names and service marks “EGG ON A ROLL.” We maintain our principal business address at 140 N. Phillips Avenue, Ste. 103, Sioux Falls, South Dakota 57104.

We have no parent or predecessor company. Our agents for service of process are identified in Exhibit H to this disclosure document. Our affiliate, Egg on a Roll Holdco, LLC (“Holdco”), owns the brand-related intellectual property and licenses it to us for use by our franchisees. Holdco shares its principal business address with us at 140 N. Phillips Avenue, Ste. 103, Sioux Falls, South Dakota 57104. It has never offered franchises in any line of business.

We are in the business of franchising the operation of EGG ON A ROLL shops and supporting our franchisees. We do not engage in any other business activities. We have been offering franchises of the type described in this disclosure document since May 2025 and have never offered franchises in any other line of business. We have never operated a business of the type you will operate, but our affiliate, Holdco, has operated EGG ON A ROLL shops since January 2024.

The Franchise Offered

We offer qualified candidates the right to operate “EGG ON A ROLL” shops serving craft egg sandwiches drizzled with gourmet sauces and served on a brioche bun. We call this our “Franchised Business.” EGG ON A ROLL Shops typically occupy between 500 to 1,000 commercial square feet of space within a high traffic retail center with other fast casual dining choices.

If we award you multi-unit development rights, you will sign our standard development agreement (see Exhibit B), under which you agree to develop a certain number of Shops according to a development schedule. You will sign the Franchise Agreement attached as Exhibit C for the first Shop that you develop. For each additional Shop, you will sign the form of franchise agreement being offered to new franchisees, which may be materially different than our current franchise agreement, except for the initial franchise fee, which will be a fixed amount.

Competition

The market for food services is well-established and highly competitive. You will compete with other restaurants and food service providers. There is active price competition among restaurants, as well as competition for management personnel and for suitable commercial real estate. You will compete with other dine-in and take-out restaurants, quick service, and full-service restaurants, as well as other competing meal option providers. Competitors may be locally-owned or large, regional or national chains. The restaurant business is also affected by changes in consumer taste, demographics, traffic patterns, and economic conditions.

Industry-Specific Regulation

The restaurant industry is heavily regulated. Many of the laws, rules, and regulations that apply to businesses generally, such as the federal and state anti-discrimination laws, federal wage and hour laws, and the Occupational Safety and Health Act will apply to the Franchised Business. Other laws, rules, and regulations have particular applicability to the food service industry and the Franchised Business.

The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and state and local health departments administer and enforce laws and regulations that govern food preparation and service, and sanitation conditions. State and local agencies inspect food service businesses to ensure that they comply with these laws and regulations.

In addition, the Menu Labeling Provisions of the Patient Protection and Affordable Health Care Act require certain shops and retail food establishments to post caloric information on menus and menu boards and to make available to consumers additional written nutrition information upon request. State and local governments may have their own regulations. For example, the city of New York passed legislation requiring shops with at least 15 establishments to identify, with a tiny salt-shaker symbol, menu items with more than 2,300 mgs of salt.

The Federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide, and particulate matters, including caps on omissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

The California legislature enacted AB 1228 which affects statutorily defined “fast food shops” that are part of a “national fast-food chain” having 60 or more locations throughout the United States. If the Franchised Business at any time meets the definition of a “fast food shop,” you may be required to comply with the requirements of AB 1228. These requirements include: (a) complying with the minimum wage for fast food shop employees (currently \$20.00 per hour, but subject to increase by the Fast Food Council), and (b) complying with the laws, rules, and regulations adopted by the Council and the California Labor Commissioner relating to minimum employment standards on wages, working conditions, and training.

You will need to obtain one or more occupation-specific permits, licenses, or other authorization to operate the Shop. Permitting requirements and procedures vary greatly by state. We strongly recommend that you investigate the law in your jurisdiction before you purchase a franchise.

## **ITEM 2 BUSINESS EXPERIENCE**

### CEO and Chairman of the Board: Rory Kelly

Rory Kelly has served as CEO and Chairman of our Board since our inception in May 2025. Rory has also served as a managing member of our affiliate, Holdco, since its inception in December 2023. From June 2010 to December 2023, Rory served as Owner/CEO of Cell Only, an authorized retailer for Verizon Wireless, headquartered in Sioux Falls, South Dakota.

### Chief Operating Officer: Thomas Pepper

Thomas Pepper has served as Chief Operating Officer since our inception in May of 2025. From January 2020 to March of 2024, Thomas was an Owner of Josiah’s Coffee House in Sioux Falls, South Dakota.

### Chief Marketing Officer: Micah Aberson

Micah Aberson has served as Chief Marketing Officer since our inception in May of 2025. Micah has also served as CEO of Lawrence & Schiller, a marketing and advertising agency in Sioux Falls, South Dakota since April of 2025. From June 2023 to April 2025 Micah was the President of Cambria, headquartered in Eden Prairie, Minnesota. From March 2022 to May of 2023, Micah was the President of Mammoth Sports Construction. From June 2015 to November 2021, Micah was an executive at Sanford Health, based in Sioux Falls, South Dakota where he served in various roles including President of the Sanford Health Foundation, Chief Global Brand Officer, and Executive Vice President.

### Vice President Franchise Development: Nate Malloy

Nate Malloy has served as our Vice President Franchise Development since our inception in May 2025. Nate also founded Vantage360 Franchise Growth Partners, located in Sioux Falls, South Dakota, and has led the firm since February 2025. Since January 2023, Nate also has served as President of Greenbear Equity, LLC, located in Sioux Falls, South Dakota. From January 2023 to December 2023, Nate led Profile Plan, LLC, located in Sioux Falls, South Dakota as its CEO (April 2022 to January 2023) and as its strategic advisor (January 2023 to December 2023). From February 2013 to April 2022, Nate served as CEO of Sanford Health's franchise division, Profile By Sanford, located in Sioux Falls, South Dakota.

### **ITEM 3 LITIGATION**

No litigation is required to be disclosed in this Item.

### **ITEM 4 BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

### **ITEM 5 INITIAL FEES**

#### Initial Franchise Fee and Site Development Fee

When you sign the franchise agreement, you will pay us an initial franchise fee.

Our standard initial franchise fee for one franchise is \$60,000. If you are developing multiple Shops under our area development program, the initial franchise fee are as follows:

- 2 Egg on a Roll Shops - \$55,000 per Shop
- 3 to 5 Egg on a Roll Shops - \$45,000 per Shop
- 6 to 9 Egg on a Roll Shops - \$40,000 per Shop
- 10 or more Egg on a Roll Shops - \$35,000 per Shop

In addition to the initial franchise fee, you will pay us a \$15,000 site development fee in consideration for the site selection and construction oversight services that we provide. You will pay half of the site development fee (\$7,500) when the site selection process begins and the remaining half (\$7,500) when you sign a lease for the Shop premises.

The initial franchise fee and the site development fee are calculated uniformly for all new franchisees and payments are nonrefundable.

#### Area Development Fee

If you are developing a single Shop, you will pay the initial franchise fee when you sign the franchise agreement. If you are developing multiple Shops under our area development program, you will pay a development fee calculated as the sum of initial franchise fees payable for the number of Shops you are developing. For example, if you are developing two Shops under an area development agreement, the development fee will be \$110,000. If you are developing three Shops under an area development, the development fee will be \$135,000, etc. The development fee is calculated uniformly for all new franchisees and is nonrefundable upon payment.

When you sign the development agreement, you also will sign a franchise agreement for the first Shop, and we will credit a portion of your development fee payment to fully satisfy the initial franchise fee due under that first franchise agreement. As you get ready to develop additional Shops, you will sign our then-current form of franchise agreement and we will apply a portion of the development fee to fully satisfy the initial franchise fee due under each agreement.

**ITEM 6  
OTHER FEES**

**Franchise Agreement**

<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty Fee	6% of Gross Revenue <sup>2</sup>	Weekly	
Brand Development Fund Contribution	1% of Gross Revenue	Weekly	
Local Marketing Expenditure	2% of Gross Revenues	Quarterly	You must provide us a quarterly report of your local advertising expenditures within 15 days following the end of each calendar quarter.
Advertising Cooperative	An amount established by the Cooperative	As determined by the cooperative	We may designate any area with two or more Shops as a region for an advertising cooperative and require you to participate. The fees for the Advertising Cooperative will be determined by a majority vote, with each participating Shop receiving one vote and we receive one vote.
Initial On-Site Training	Reimbursement of our travel and lodging expenses	As invoiced	We will provide a minimum of three days of on-site assistance immediately before opening
Additional Shop Opening Assistance	\$500 per person providing assistance per day, plus travel and lodging expenses	As invoiced	Payable if you ask us to provide additional on-site opening assistance or if we deem it necessary.
Additional Training; Remedial Training	\$500 per person providing assistance per day, plus travel and lodging expenses	As invoiced	Our rate is subject to change. We may determine our fees based on our estimated time and cost in providing the training and/or training fees charged in similar industries.
Mandatory Ongoing Training and Seminars	Our then current rate, currently, \$1,000 per day, plus travel and lodging expenses	Before attendance	Our rate is subject to change. We may determine our fees based on our estimated time and cost in providing the training and/or training fees charged in similar industries.
Quality Assurance Audit Fee	Actual cost, estimated to be \$300 per quarter	As invoiced	If we implement a quality assurance audit program, we may require you to pay the actual cost of this service.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Mystery Shop Program	Actual cost, estimated to be less than \$150 per month	As invoiced	Payable if we require you to participate in a mystery shop program.
Nonsufficient Funds Fee	Our then-current rate: currently \$100 per occurrence, which we may increase by up to 10% per year	As invoiced	Payable if you have insufficient funds in your bank account for us to process an electronic funds transfer. Our rate is subject to change.
Interest/Late Fee	18% per year or the maximum lawful rate, whichever is less	As invoiced	Payable only if any sums due to us are not paid promptly when due.
Transfer Fee	\$1,500	With transfer application	Payable if you sign the franchise agreement as an individual and you request to transfer to a corporation or other business entity that you control.
Transfer Fee	\$2,500, plus our related expenses	With transfer application	Payable if an Owner requests to transfer a non-controlling ownership interest to another party.
Transfer Fee	An amount equal to the initial franchise fee being charged to new franchisees	With transfer application	Payable if you request to transfer the business or transfer control in the franchisee entity to another party.
Renewal Fee	An amount equal to 50% of the initial franchise fee being charged to new franchisees	Before renewal	
Indemnification	An amount equal to the actual value of all losses and expenses that we incur	On demand	Payable only if we incur costs for claims arising from your franchise operations.
Audit Fee	Cost of audit	On demand	Payable only if the audit was necessary because of your failure to report to us or if the audit shows that you have underreported Gross Revenues by 2% or more.
Supplier Inspection and Testing	Our then-current testing fee	As invoiced	Payable only if you request approval of a new supplier.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Technology Fee	Currently, \$550 per month	Monthly or other period that we specify	For the development and use of online and communications technologies. We may increase the amount up to a cap. The cap is currently \$1,000 per month, and increases annually by 10%.
Insurance Premium Reimbursement	Reimbursement of insurance premium, plus an administrative fee, not to exceed \$500	On demand	Payable only if you fail to obtain or maintain required insurance and we obtain it on your behalf.
Relocation fee	\$5,000	As invoiced	Payable only if you relocate the Shop.
Management Fee	The greater of 10% of Gross Revenue plus reimbursement of our costs and expenses	On demand	Payable only if the we elect to manage your Shop because you are not able to or because certain types of defaults have occurred.

**Development Agreement**

Type of Fee	Amount	Due Date	Remarks
Extension Fee	\$3,000	Before expiration of development period	Payable only if you request an extension of a development period.
Transfer Fee	\$1,500	Before transfer	Payable if you are an individual transferring to a business entity for convenience of operation, or if your Owners are transferring among themselves a minority ownership interest to one or more third parties.
Transfer Fee	\$25,000 or the amount necessary to reimburse us our reasonable costs and expenses, whichever is greater	Before transfer	Payable if you are assigning your interest in the development agreement, or your Owners are transferring a controlling interest in you (if you are a business entity).
Insurance Premium Reimbursement	Reimbursement of insurance premium, plus an administrative fee not to exceed \$500	On demand	Payable only if you fail to obtain or maintain required insurance and we obtain it on your behalf.

Type of Fee	Amount	Due Date	Remarks
Indemnification	An amount equal to the value of all losses and expenses that we incur	On demand	Payable only if we incur costs for claims arising from your developments.

Notes:

Note 1. All fees are uniformly imposed by us, are payable to us, and are non-refundable, unless otherwise noted. We do not impose or collect any other fees or payment for any third party.

Note 2. “Gross Revenue” is the total selling price of all services and products and all income of every other kind and nature related to your EGG ON A ROLL Shop, including income related to catering and delivery services. Gross Revenue does not include sales (or similar) taxes that you collect from your customers if you transmit them to the appropriate taxing authority, or 2) proceeds from the sale of gift cards (but it does include the redemption value of gift cards at the time purchases are made).

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**  
**YOUR INITIAL ESTIMATED INVESTMENT**

Estimated Initial Investment for 1 Shop

Type of Expenditure	Low Range Amount	High Range Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee <sup>(1)</sup>	\$60,000	\$60,000	Lump sum	When you sign the Franchise Agreement	Us
Site Development Fee	\$15,000	\$15,000	As arranged	As invoiced	Us
Security Deposit and Rent <sup>(2)</sup>	\$2,500	\$11,668	As arranged	As invoiced	Landlord
Utility Deposits	\$500	\$1,000	Lump sum	As incurred	Utility service providers
Design and Architectural Fees	\$6,000	\$14,500	As arranged	As invoiced	Designated Architect
Licenses and Permits	\$100	\$2,000	As arranged	As invoiced	Government agency
Leasehold Improvements <sup>(3)</sup>	\$210,000	\$265,000	As arranged	As invoiced	Contractor(s)
Signage <sup>(4)</sup>	\$5,800	\$18,000	As arranged	As invoiced	Suppliers
Fixtures, Furniture, and Equipment <sup>(5)</sup>	\$85,000	\$110,000	As arranged	As invoiced	Suppliers
POS/Back Office System <sup>(6)</sup>	\$500	\$5,000	As arranged	As invoiced	Suppliers

Type of Expenditure	Low Range Amount	High Range Amount	Method of Payment	When Due	To Whom Payment is to be Made
Computer Hardware and Software	\$500	\$2,500	As incurred	On demand	Suppliers
Smallwares, Uniforms, and Initial Supplies	\$1,500	\$3,000	As arranged	As invoiced	Us and Suppliers
Professional Services <sup>(7)</sup>	\$3,000	\$5,000	As arranged	As invoiced	Accountants, lawyers, etc.
Initial Inventory <sup>(8)</sup>	\$7,500	\$10,000	As arranged	As invoiced	Suppliers
Insurance <sup>(9)</sup>	\$1,500	\$4,000	As arranged	As invoiced	Insurance Broker
Training Expenses <sup>(10)</sup>	\$2,500	\$4,000	As invoiced	As incurred	Hotels, airlines, and shops
Grand Opening Advertising <sup>(11)</sup>	\$5,000	\$10,000	As arranged	As invoiced	Suppliers
Additional Funds <sup>(12)</sup>	\$10,000	\$30,000	As incurred	As incurred	Employees, third party vendors and suppliers
<b>TOTAL <sup>(13)</sup></b>	<b>\$416,900</b>	<b>\$570,668</b>			

Estimated Initial Investment for Development of 3 Shops under Development Agreement

Type of Expenditure	Low Range Amount	High Range Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee <sup>(1)</sup>	\$135,000	\$135,000	Lump sum	When you sign the Franchise Agreement	Us
Site Development Fee	\$45,000	\$45,000	As arranged	As invoiced	Us
Security Deposit and Rent <sup>(2)</sup>	\$7,500	\$35,004	As arranged	As invoiced	Landlord
Utility Deposits	\$4,500	\$9,000	Lump sum	As incurred	Utility service providers
Design and Architectural Fees	\$18,000	\$43,500	As arranged	As invoiced	Designated Architect
Licenses and Permits	\$300	\$6,000	As arranged	As invoiced	Government agency
Leasehold Improvements <sup>(3)</sup>	\$630,000	\$795,000	As arranged	As invoiced	Contractor(s)
Signage <sup>(4)</sup>	\$17,400	\$54,000	As arranged	As invoiced	Suppliers

Type of Expenditure	Low Range Amount	High Range Amount	Method of Payment	When Due	To Whom Payment is to be Made
Fixtures, Furniture, and Equipment <sup>(5)</sup>	\$255,000	\$330,000	As arranged	As invoiced	Suppliers
POS/Back Office System <sup>(6)</sup>	\$1,500	\$25,000	As arranged	As invoiced	Suppliers
Computer Hardware and Software	\$1,500	\$7,500	As incurred	On demand	Suppliers
Smallwares, Uniforms, and Initial Supplies	\$4,500	\$9,000	As arranged	As invoiced	Us and Suppliers
Professional Services <sup>(7)</sup>	\$5,000	\$15,000	As arranged	As invoiced	Accountants, lawyers, etc.
Initial Inventory <sup>(8)</sup>	\$22,500	\$30,000	As arranged	As invoiced	Suppliers
Insurance <sup>(9)</sup>	\$4,500	\$12,000	As arranged	As invoiced	Insurance Broker
Training Expenses <sup>(10)</sup>	\$7,500	\$12,000	As invoiced	As incurred	Hotels, airlines, and shops
Grand Opening Advertising <sup>(11)</sup>	\$15,000	\$30,000	As arranged	As invoiced	Suppliers
Additional Funds <sup>(12)</sup>	\$10,000	\$30,000	As incurred	As incurred	Employees, third party vendors and suppliers
<b>TOTAL<sup>(13)</sup></b>	<b>\$1,184,700</b>	<b>\$1,623,004</b>			

Notes:

Note 1. The figure in the charts reflects the initial franchise fee for the right to develop on shop. See Item 5 for more information about the initial franchise fee and site development fee.

Note 2. You must acquire commercial retail space with 500 to 1,000 square feet. Commercial real estate costs vary greatly depending on geographic location and property condition. Depending on various factors, rent can range anywhere from \$20 to \$35 or more per square foot. The low figure represents three months' rent for a location with 500 square feet, assuming rent at \$20 per square foot. The high figure represents a one-month security deposit plus three months' rent for a location with 1,000 square feet, assuming rent at \$35 per square foot. These figures do not factor in common area maintenance charges or any other charges that may be imposed under your lease. If you choose to locate your Shop in a food hall, kiosk, or within an approved convenience store or other business, you may acquire a space with as little as 200 square feet, excluding shared or separate storage space, subject to applicable laws and ordinances.

Note 3. Construction costs vary widely, depending upon the location, design, configuration and condition of the premises. The low figure represents the estimated cost of building out a second-generation space that already has a sufficient HVAC system, ADA-compliant restrooms, and appropriate utility service and hook-ups. The high figure represents the estimated cost of building out a "warm shell" (or "warm vanilla hell"), which is either free-standing or a kiosk being added into an existing space that is partially to mostly finished, including HVAC, plumbing, electrical systems, finished walls, ceiling, lighting, and restrooms,

and is ready for limited tenant improvements such as flooring, fixtures, and other specific modifications needed for the business.

Note 4. These include signage, menu boards, and graphics.

Note 5. These represent the estimated costs of purchasing required fixtures, furniture, and equipment and decor items for your Shop.

Note 6. See Item 11 for more information about our POS computer hardware and software requirement. The low figure represents the estimated cost of acquiring one POS system and the first annual maintenance and support services fee. The high figure includes the estimated cost of acquiring two POS systems, the first annual maintenance and support services fee, and a kitchen display system.

Note 7. You will likely need to engage an attorney, an accountant, and other consultants to assist you in setting up your business and in reviewing the franchise offering. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants, and consultants.

Note 8. These are the estimated cost of purchasing food and beverage inventory, condiments, supplies, and other miscellaneous items.

Note 9. See Item 8 for more information about insurance requirements. The low figure reflects an estimated down payment of your annual premiums, equal to one month's payment. The high figure reflects an estimated down payment of your annual premiums, equal to one month's payment, plus the first two monthly premium charges.

Note 10. See Item 11 for more information about our initial training program. The amounts in the chart represent the estimated out-of-pocket costs for two people to attend our initial training program.

Note 11. Within the first three months of operations, you must conduct a grand opening and initial marketing campaign for the Shop that conforms to our standards. You must spend at least \$5,000 on your grand opening campaign. See Item 11 for more information about our initial advertising requirements.

Note 12. The amounts in the chart represent the additional funds, or working capital, you will likely need to operate the Shop before opening and during the initial three-month period. You may need these funds to pay fixed operating expenses, such as employee salaries, payroll taxes, utility charges, license and permit fees, and to purchase uniforms, supplies, and collateral merchandise. The amounts in the chart do not include any allowance for debt service or for a salary for you. Your actual costs will depend on factors like your management skills, experience, and business acumen. You should review these numbers carefully with your business advisor before purchasing an EGG ON A ROLL franchise. These figures are based on our affiliates' experience operating EGG ON A ROLL shop in Minnesota.

Note 13. All amounts are non-refundable unless otherwise noted.

If you develop multiple Shops under our development agreement, the initial investment for each Shop developed may vary, depending on rent and operating costs. If you require additional on-site assistance beyond your first Shop, you must pay our then-current fee and reimburse us our expenses.

## **ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

### Purchases from Approved Suppliers; Purchases According to Specifications

We may require you to purchase from our approved or designated suppliers all products and services necessary to construct and operate the franchised business, including fixtures, furniture, equipment, signs, items of decor, food products and ingredients, fountain and bottled beverages, uniforms, shirts, saleable merchandise, advertising, point-of-sale materials, and other printed materials, gift cards, branded packaging and consumables.

We may require you to use the services of a designated third-party tenant representative consulting firm in

connection with your site selection efforts.

We may require you to use our designated or approved architect. You must purchase and install, at your expense, all millwork and customized seating, fixtures, furnishings, equipment, decor, and signs from an approved third-party supplier.

If we designate a bookkeeping service, you must engage and work collaboratively with our designated bookkeeping provider and grant them administrative access to all business-related books and records.

Except as described above, none of our officers owns an interest in any privately-held supplier or a material interest in any publicly-held supplier.

If you propose to purchase from an unapproved source any items for service for which we have identified designated or approved supplier(s), you must request our approval. We may require as a condition of granting approval that our representatives be permitted to inspect the supplier's facilities and that information, specifications, and samples, as we reasonably require, be delivered to us or to an independent, certified laboratory for testing. We may charge a fee for testing. We will notify you within 30 days of your request as to whether you may purchase products from the proposed supplier. If we agree to evaluate a supplier, we will provide the supplier with our specifications and standards and our criteria for supplier approval. If we agree to evaluate a supplier, we will make our criteria for supplier approval available to you upon your request. We will not evaluate alternative suppliers for our required products or services for which we or our affiliates are the designated supplier.

If we have not identified an approved supplier or distributor for an item or service, you may purchase the item or service from a supplier of your choice, but they must meet our specifications, which may include brand requirements.

### Insurance

You must provide us with a certificate of builder's risk insurance complying with the below requirements before beginning leasehold improvements. If you fail to maintain the required insurance, we, or our designee, may obtain the insurance for you and charge and demand reimbursement of the premium costs and costs of acquiring the insurance and an administrative fee, not to exceed \$500.

You must obtain and maintain insurance that meets our minimum insurance requirements, which currently consist of the following:

- Property Insurance written on a replacement cost basis equal to 100% of value, including business interruption insurance on an actual loss sustained basis or coverage equal to one year's Gross Revenue;
- General Liability coverage for \$1,000,000 per occurrence and \$2,000,000 aggregate including products liability coverage, with additional insured endorsement naming EGG ON A ROLL FRANCHISING, LLC.
- Employment Practices Liability including third party claims for \$1,000,000 and naming EGG ON A ROLL FRANCHISING, LLC, as Co-defendant. Limit applies per policy.
- Auto Liability for all owned, non-owned and hired vehicles used in the Franchised Business for \$1,000,000 combined single limit liability and \$2,000,000 aggregate, per location, and naming EGG ON A ROLL FRANCHISING, LLC, as additional insured.
- Umbrella Liability for \$1,000,000 in excess of the General Liability, Auto Liability, and Employer's Liability naming EGG ON A ROLL FRANCHISING, LLC, as additional insured.
- Workers' Compensation for statutory limits including Employer's Liability of \$500,000/\$500,000/\$500,000 and the Alternate Employer's endorsement in our favor.

- Cyber Liability/Data Breach coverage for \$1,000,000.
- Builder's Risk insurance is required while in the construction phase. We will require to be an additional insured on all liability policies from contractors and sub-contractors and General Liability policy during the construction phase.

All insurance policies must be written by a carrier with an A.M. Best rating of at least A-VII. All insurance policies must include a waiver of subrogation in favor of us and our affiliates, and each company's officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees, and must include a 30-day notice of cancellation directed to both you and to us or the person we designate.

These are minimum requirements only. We have the right to modify the minimum coverage amounts and types of insurance you are required to carry, at any time. You should consult with your own insurance advisor to determine whether they are appropriate and sufficient for your business and to protect your assets. These are our minimum requirements. Your landlord may require more coverage or different types of coverage.

#### Revenue Derived from Franchisee Purchases and Leases

We and our affiliates may derive revenue from franchisee purchases and leases to the extent that franchisees purchase products or services from us, our affiliates, or our parent companies. Our designated third-party supplier for branded boxes and supplies, and other goods and services we may designate in the future, purchases these items from our parent companies. To this extent, our parent companies may derive an income based on the franchisee purchase of these items from our designated third party supplier.

As of the date of this disclosure document, neither we nor our affiliates derived any revenue from franchisee purchases or leases.

#### Estimated Proportion of Required Purchases and Leases to all Purchases and Leases

We estimate that your purchases and leases from us or our designated sources will range from 25% to 35% of your total initial investment (not including the initial franchise fee or real estate costs) and approximately 40% to 50% of your ongoing purchases and leases in the operation of the Franchised Business.

#### Description of Purchasing Cooperatives; Purchasing Arrangements

We may negotiate purchase arrangements with primary suppliers or distributors for the benefit of franchisees. If we negotiate a purchase agreement, you must participate in the purchasing program. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers. We reserve the right to receive payments from designated suppliers based on franchisees purchases and leases, which may be based on percentage, flat fee, or other method we determine.

Presently, there are no purchasing or distribution cooperatives in existence for the franchise system.

**ITEM 9  
FRANCHISEE'S OBLIGATIONS**

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

<b>Obligation</b>	<b>Section(s) in Franchise Agreement</b>	<b>Section(s) in Development Agreement</b>	<b>Disclosure Document Item</b>
a. Site selection and acquisition/lease	Sections 3.1, 3.2, 3.3, and 3.6	Not applicable	Items 8 and 11
b. Pre-opening purchases/leases	Sections 3.3, 3.4, 6.5, 6.6, 10.1, and 10.2	Not applicable	Items 5, 6, 7, 8, and 11
c. Site development and other pre-opening requirements	Sections 3.3, 3.4, 3.5, 5.1, 5.2, and 5.3	Article 4	Items 1, 7, 8, and 11
d. Initial and ongoing training	Article 5	Not applicable	Items 6, 7, and 11
e. Opening	Sections 3.5, 5.1, and 5.2	Section 4.5	Items 7 and 11
f. Fees	Sections 2.2, 3.6, 4.1, 4.2, 4.3, 4.4, 4.10, 5.1, 5.2, 5.5, 5.6, 6.6.4, 6.9, 6.17, 9.3, 9.4, 9.5, 10.1, 10.7, 11.2.5, 12.2, 12.3, and 12.4	Sections 4.6, 7.2.2, 8.2, 8.3, and 8.4 and Article 3	Items 5, 6, 8, and 11
g. Compliance with standards and policies/manuals	Article 8	Not applicable	Items 8, 11, 14, and 16
h. Trademarks and proprietary information	Article 7	Not applicable	Items 11, 13, and 14
i. Restrictions on products/services offered	Sections 1.1, 6.4, 6.5, 6.6, 6.10, and 9.6	Not applicable	Items 8 and 16
j. Warranty and customer service requirements	Sections 4.4 and 6.1	Not applicable	Item 16
k. Territorial development and sales quotas	Not applicable	Not applicable	Item 12
l. Ongoing product/service purchases	Sections 6.5, 6.6 and 8.2	Not applicable	Items 8, 11, and 16
m. Maintenance, appearance and remodeling requirements	Sections 6.7, 6.10, and 8.2	Not applicable	Item 8

Obligation	Section(s) in Franchise Agreement	Section(s) in Development Agreement	Disclosure Document Item
n. Insurance	Sections 3.4 and 11.2	Section 7.2	Items 7 and 8
o. Advertising	Article 9	Not applicable	Items 6, 7, 8, and 11
p. Indemnification	Section 11.3	Section 7.3	Item 6
q. Owner's participation/management/staffing	Sections 6.2 and 6.3	Not applicable	Items 1, 11, and 15
r. Records and reports	Sections 10.4, 10.5, and 10.6	Not applicable	Item 11
s. Inspections and audits	Sections 6.9 and 10.7	Not applicable	Items 6 and 11
t. Transfer	Article 12	Article 8	Items 6, 12, and 17
u. Renewal or extension of rights	Section 2.2	Section 4.6	Items 6, 12, and 17
v. Post-termination obligations	Article 14 and Section 15.2	Sections 2.2 and 10.2	Item 17
w. Noncompetition covenants	Section 15.1 and 15.2	Article 10	Item 17
x. Dispute resolution	Article 19	Article 14	Item 17
y. Guaranty	Sections 12.2, 12.3, and 18.6	Sections 8.3, 8.4.7, and 13.6	Item 1 and 15

**ITEM 10  
FINANCING**

We do not offer direct or indirect financing, and we do not guarantee your notes, leases, or other obligations.

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

**Except as listed below, EGG ON A ROLL FRANCHISING, LLC is not required to provide you with any assistance.**

Before you open your Shop, we or our designee will:

1. Evaluate and communicate our approval or rejection of a proposed site within 10 days of receiving all requested information. (Franchise Agreement, Section 3.2).
2. Provide at least three days of onsite opening assistance for each Shop that you develop. (Franchise Agreement, Section 5.1).
3. At your request and with our approval, provide additional Shop opening assistance, subject to the availability of personnel, in consideration for a per diem fee and reimbursement of all travel, lodging, dining, and wages' costs for the individuals providing additional assistance. (Franchise Agreement, Section 5.2.).
4. Provide you access to our Manuals. (Franchise Agreement, Section 8.1). The Table of Contents of our Confidential Operations Manual is attached to this disclosure document as Exhibit E. Our

Confidential Operations Manual is 74 pages.

5. Provide pre-opening consultation and advice as we deem appropriate, which may include advice with regard to the development and operation of the Shop, building layout, furnishings, fixtures, and equipment, plans and specifications, employee recruiting, selection, and training, purchasing and inventory control, and other matters as we deem appropriate. (Franchise Agreement, Section 5.3).

During the operation of your Shop, we will:

1. Provide ongoing consultation and advice as we deem appropriate, which may include information about new product development, instruction concerning the operation and management of a Shop, advertising and marketing advice, and financial and accounting advice. (Franchise Agreement, Section 5.4).
2. At your request and with our approval, provide consultations to you subject to your payment of our then-current consultation fee. (Franchise Agreement, Section 5.4).
3. Provide additional training upon your request and our approval, subject to your payment of our then-current per diem fee and reimbursement of all travel, lodging, dining, and wage costs for the individuals providing additional assistance. (Franchise Agreement, Section 5.5).
4. Communicate information about our approved suppliers to you. (Franchise Agreement, Section 6.6).
5. We will notify you of any changes to the System, Manuals, and the products and services offered by EGG ON A ROLL. (Franchise Agreement, Section 8.2).
6. We will use good faith efforts to approve or disapprove of any promotional or marketing materials you propose within 10 days after we receive them. (Franchise Agreement, Section 9.1).
7. If we establish an advertising fund, we will control the creative concepts, content, form, and media placement of all the advertising and promotional materials. (Franchise Agreement, Section 9.3.2).
8. Communicate information about our customer loyalty and reward programs, contests, sweepstakes, and other prize promotions, to you. (Franchise Agreement, Section 9.6.1 and 9.7).
9. Maintain a central web site, at our election, that will identify the location of your Shop and provide other information to promote the EGG ON A ROLL System, as we deem appropriate. (Franchise Agreement, Section 9.8).

#### Site Selection and Opening

When you sign the franchise agreement, we will agree on a “Site Selection Area” within which you may locate the Shop. We will not own the premises you lease for your Shop. You will lease the location from a third-party landlord. You must acquire a Shop site meeting our site selection criteria within nine months after you sign the franchise agreement. If you do not acquire a Shop site meeting our site selection criteria within 9 months after you sign the franchise agreement, we may terminate the franchise agreement. For each proposed site that you identify, you must deliver to us a franchise site application in a form that we prescribe, including information about the site as we may reasonably request to perform our evaluation. We will communicate to you our decision whether or not to permit development of the Shop at the proposed site within 10 business days of receiving all requested information about the site. The criteria that we use to evaluate the site includes general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.

You are responsible for constructing or remodeling the selected site to conform with our standards and specifications, as well as local ordinances and building codes. You are responsible for obtaining all necessary licenses and permits. You must acquire all other fixtures, equipment, signs, inventory, and

supplies in accordance with our standards and specifications. We do not directly provide, deliver, or install these items.

We anticipate that franchisees will open for business within nine months of signing the Franchise Agreement or paying any consideration for the franchise. Factors which may affect the length of time between signing the franchise agreement and opening for business include the time necessary to find a location, to negotiate a lease, to obtain required financing, to obtain permits and license, to complete construction and leasehold improvements, to complete our initial training program, and to adequately train your personnel. Delay in construction may be caused by inclement weather, material or labor shortages, labor actions, slow deliveries, equipment shortages, or similar factors. If the Shop is not open for business within one year from the date the franchise agreement is signed, we can terminate the franchise agreement.

If you sign our development agreement, you must locate each Shop within the Development Area. We will approve the location of each additional Shop to be developed under the development agreement in accordance with our then-current site selection criteria and the then-current franchise agreement.

### Advertising

Our advertising program for the products and services offered by EGG ON A ROLL Shops currently consists primarily of word-of-mouth advertising and some online and social media advertising. Our advertising materials currently are created by an outside agency.

You may use your own marketing materials so long as we have approved them. You must submit to us all proposed marketing materials at least 10 days before their intended use. We will use commercially reasonable efforts to review them and to let you know whether they are approved within 10 days after we receive them. Materials that are not approved within this 10-day period are considered not approved.

Currently, there is no advertising council composed of franchisees that advises us on advertising policies.

### Grand Opening Advertising

Before the Shop opens for business, we will agree on a grand opening and initial marketing plan and budget. You must spend at least \$5,000 on your grand opening campaign and must conduct the grand opening and initial marketing campaign according to the plan and budget.

### Brand Development Fund

In addition to your initial advertising campaign, you must contribute to our Brand Development Fund ("Fund") an amount we specify not to exceed 1% of your weekly Gross Revenue, which contribution will be collected in the same manner as the Royalty Fee.

We will use Fund contributions for brand-promotion purposes. We also may use Fund monies to reimburse ourselves for our costs of personnel and other administrative and overhead costs associated with providing the services described in this paragraph.

We will administer the Fund. We will not use Fund monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but we may include in all advertising prepared using Fund monies (including Internet advertising) information concerning franchise opportunities, and a portion of Fund monies may be used to create and maintain one or more pages on our web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates. Any amounts contributed to the Fund that are not spent in the year they are collected will remain in the Fund for use during the next year.

Although not contractually required to do so, we anticipate that each Shop owned by us or an affiliate of ours will contribute to the Fund on the same basis as our franchisees. We are not obligated to spend any amount on the placement of advertising in your area or to ensure that your Shop benefits directly or on a proportionate basis from the expenditure of the Fund monies. Upon your reasonable request submitted to us in writing, we will provide you with an annual unaudited statement of Fund contributions and

expenditures. The Fund has had no contributions and no expenditures as of the date of this disclosure document.

We are not required to conduct any specific form of advertising and are not required to spend any amount on advertising in the area or territory where your Shop is located. Advertising may be local, regional, or national, as we deem appropriate.

Advertising is currently created in-house. However, if and when, we establish the Fund, we may create advertising in-house or through a national, regional, or local agency, or other source, as we deem appropriate.

### Local Marketing

Each month, you must spend at least 2% of Gross Revenue to promote the Shop in your market area. You must provide us with a quarterly report of your local advertising expenditures within 15 days following the end of each calendar quarter.

### Advertising Cooperative

We can designate any geographic area in which two or more company-owned or franchised EGG ON A ROLL Shops are located as a region for an advertising cooperative (“Cooperative”). If a Cooperative is established for an area in which any Shop is located, you must become a member of the Cooperative and participate in the Cooperative. Cooperative contributions will be maintained and administered under the Cooperative’s governing documents, and the Cooperative will be operated solely as a conduit for the collection and expenditure of advertising contributions. Contribution levels will be established by majority vote, with each Shop and we are entitled to one vote. We anticipate that our company-owned Shops will contribute to the fund on the same basis as franchisees.

We have the sole right to form, change, dissolve, and merge Cooperatives and to create and amend any organizational and governing documents of any Cooperative. As no Cooperative has yet been established, governing documents are not available for your review. Once established, we may terminate and/or dissolve the Cooperative at any time. The Cooperative will not be terminated, however, until all monies in the Cooperative have been expended for authorized purposes or returned to contributing Shops (whether franchised or company or affiliate-owned), without interest, on the basis determined by a majority vote of its members. Each Cooperative must prepare annual, unaudited financial statements, which will be made available to its contributing members.

### Computer and Electronic Cash Register Systems

You must purchase, install, and maintain an electronic point of sale cash register system to record sales and transaction data and track inventory purchases. Currently, we have one approved POS System. We have the right to independently access all information and financial data generated and stored by the system. There are no contractual limitations on our right to access this information.

The cost of purchasing the POS System and computer system ranges from \$500 to \$5,000. Neither we, nor our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates. You may be required to upgrade or update your POS System during the term of the franchise. There are no contractual limitations on the frequency or cost of this obligation. Currently, there is no annual cost for any optional or required maintenance, updating, upgrading, or support contracts.

### Training

At least 30 days before your Shop’s opening date, the person whom you designate to be your “General Manager” must attend and complete our initial training program to our satisfaction. Our initial training program will be conducted at your Shop location. Initial training will be conducted by or under the supervision of our Chief Operating Officer, Thomas Pepper, who has been with us since our inception in May 2025 and who has more than 20 years’ experience in the restaurant industry.

We provide instructors and training materials at no charge, but you must reimburse us for all training-related expenses, including travel, lodging, and dining expenses for our representative(s) who provide training. The subjects covered and other information relevant to our initial training program are described below.

### INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Restaurant Operations & Procedures	3	12	Sioux Falls, SD or Minneapolis MN
Food Safety & Kitchen Practices	4	6	Sioux Falls, SD or Minneapolis MN
POS & Technology Systems	3	3	Sioux Falls, SD or Minneapolis MN
Customer Service & Guest Experience	3	3	Sioux Falls, SD or Minneapolis MN
Inventory Management & Ordering	4	3	Sioux Falls, SD or Minneapolis MN
Labor Management & Scheduling	4	0	Sioux Falls, SD or Minneapolis MN
Health Regulations & Compliance	4	0	Sioux Falls, SD or Minneapolis MN
Local Marketing & Promotions	4	0	Sioux Falls, SD or Minneapolis MN
Opening/Closing Routines	2	10	Sioux Falls, SD or Minneapolis MN
Staff Shadowing & Team Leadership	0	6	Sioux Falls, SD or Minneapolis MN
<b>Total</b>	<b>31</b>	<b>43</b>	

Our initial training program is subject to change, without notice, to reflect updates in the materials, methods, and manuals and changes in personnel. The subjects taught and the time periods allocated for each subject may vary based on the experience of the trainees. Instruction materials are our Operations Manuals.

If we determine that you have not met the minimum requirements for the establishment of the Shop by the timelines set forth in the Manual, we may elect to provide you with additional assistance as we deem appropriate and you agree to pay our per diem fee for this additional assistance as well as our related travel, lodging, and dining costs.

At our request, your Shop manager and other employees must attend additional courses, seminars, and training programs that we may reasonably require. We may charge a reasonable tuition for these additional

courses, seminars, or other training programs. You are responsible for all training-related costs and expenses including salary, travel, lodging, and dining costs for all your employees who attend training.

## **ITEM 12 TERRITORY**

### Franchise Agreement

You will operate the Shop at a location that we must approve as meeting our minimum site selection criteria. When the franchise agreement is signed, we will agree on a non-exclusive “Site Selection Area” within which the Shop will be established. It is your responsibility to select a site for the Shop within the Site Selection Area.

When the Shop location is identified, we will determine the boundaries of your “Protected Area,” which will be identified in Attachment B to the franchise agreement. Your Protected Area may be defined as a specified radius surrounding the Shop, may be identified on a map, or may be identified by a geographic description, but will exclude any venue defined as a “Captive Market” (i.e., any facility that serves a captive market, such as a department store, mall, medical building or office building, or any facility for which food and/or beverage service rights are contracted to a third party). A minimum Protected Area is a one-mile radius surrounding a Shop.

You will receive an exclusive territory (meaning that we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the EGG ON A ROLL name or similar name) with one exception: if we merge with, acquire, or are acquired by a company with established businesses similar to an EGG ON A ROLL Shop, those businesses may be converted to EGG ON A ROLL Shops even if they are located in your Protected Area. We have the right, however, to operate and grant others the right to operate other businesses that sell similar products under a different trademark, and to distribute pre-packaged foods and other products and services identified by the EGG ON A ROLL trademarks or other trademarks through other distribution channels including supermarkets, convenience stores, and online ordering system. We are not required to compensate you if we exercise any of the rights specified above inside your Protected Area.

You have the right to advertise and market outside your Protected Area, but may not engage in geo-targeted marketing inside another franchisee’s Protected Area. You must offer delivery services and participate in the third-party delivery system(s) that we designate (such as UberEats) on the terms that we have negotiated with the third-party provider. You may provide off-site catering services in accordance with our policies and procedures, which may include fulfilling catering orders placed online through a centralized catering platform that we may establish.

You may relocate the Shop, only with our prior written consent. We will consent to relocation if your lease expires or terminates through no fault of yours, or if the Shop premises is destroyed or materially damaged by fire, flood, or other natural catastrophe and you are not in default of the franchise agreement or any other agreement with us.

There are no circumstances that permit us to modify your territorial rights under the franchise agreement. Unless we grant you development rights under a development agreement, we do not grant you any options or rights of first refusal to acquire additional franchises.

There are no circumstances that permit us to modify your territorial rights under the franchise agreement. Unless we grant you development rights under a development agreement, we do not grant you any options or rights of first refusal to acquire additional franchises.

### Development Agreement

Under the development agreement, we grant you the right to develop and operate a specified number of EGG ON A ROLL Shops at sites in a specified Development Area. The Development Area will be identified on Attachment B to the development agreement and may be described in terms of cities, counties,

states, or some other designation. We will approve the location of each additional Shop to be developed under the development agreement in accordance with our then-current site selection criteria and the then-current franchise agreement.

During the term of the development agreement, we will not own or operate, or grant anyone else the right to operate, an EGG ON A ROLL Shop within the Development Area, except in Captive Markets, but we may develop, operate, and offer other similar concepts that may compete with developers in the Development Area.

We reserve to ourselves all other rights, including the right to own and operate and to grant others the right to own and operate an EGG ON A ROLL Shop outside the Development Area, regardless of their proximity to the Development Area, and in “Captive Markets” located within and outside the Development Area. We also have the right to distribute products and services identified by the Marks or other marks, such as pre-packaged products, through alternative channels of distribution including grocery stores, supermarkets, convenience stores, shops, and via mail order, catalog sales, and/or the Internet, and to make deliveries or permit other franchisees to make deliveries to residents within your Development Area. We are not required to compensate you if we exercise any of the rights specified above inside your Development Area.

If you fail to meet any of your obligations under the development agreement, including the development obligations, we may (1) terminate or modify any territorial protections granted to you, (2) reduce the size of the Development Area, or (3) reduce the number of Shops which you may establish under the Development Schedule. There are no other circumstances that permit us to modify your territorial rights under the development agreement. After the expiration of the term of your development agreement, we may own, operate, franchise, or license others to operate additional EGG ON A ROLL Shops anywhere, without restriction, including in your Development Area.

### ITEM 13 TRADEMARKS

We own and have applied to register the following Mark on the Principal Register of the United States Patent and Trademark Office and have filed all required affidavits:

Mark	Serial Number	Application Date	International Class
	99065839	March 3, 2025	30

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Marks which is relevant to their ownership, use, or licensing. There are no directly infringing uses actually known to us that could materially affect your use of the Marks, however, we have not conducted an exhaustive search of users of names which may be the same or similar to our marks.

You may use only the Marks that we designate, must use them only in the manner that we authorize and permit, and must use them with the symbols, “®”, “™”, or “SM”, as appropriate. You may use the Marks only in connection with the operation and promotion of the Franchised Business, and only in the manner

we prescribe. You may not contest ownership or validity of the Marks or any registration of the Marks, or our right to use or to sublicense the use of the Marks. You must sign all documents that we require in order to protect the Marks and to maintain their validity and enforceability.

You may not use the Marks or any part of the Marks in your corporate name, and you may not use them to incur any obligation or indebtedness on our behalf.

You may not use the Marks or any part or derivative of the Mark on the Internet, except as expressly permitted in writing. This prohibition includes use of the Marks or any derivative of the Marks as part of any URL or domain name, as well as their registration as part of any user name on any gaming website or social networking web site (such as FACEBOOK, INSTAGRAM, X, or TIKTOK), whether or not such social media platform is used for commercial gain, or as part of any unauthorized email address.

You must promptly notify us of any suspected unauthorized use of, or any challenge to the validity of the Marks or Copyrighted Works (defined below in Item 14), or any challenge to our ownership of, or license to use and to license others to use, or your right to use, the Marks or Copyrighted Works. We have the right to direct and control any administrative proceeding or litigation or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement of the proceeding. We or our affiliate has the right, but is not obligated, to take action against uses by others that may constitute infringement of the Marks or Copyrighted Works. We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks or Copyrighted Works. If we determine that you have used the Marks and Copyrighted Works properly, we will pay the cost of the defense, including the cost of any judgment or settlement. If we determine that you were using the Marks or Copyrighted Works improperly, you must pay the cost of the defense, including the cost of any judgment or settlement. In regard to any litigation under your use of the Marks or Copyrighted Works, you must sign all documents that we require and do all things that we consider necessary to carry out the defense or prosecution, which may include becoming a nominal party to any legal action. Unless the action is the result of your use of the Marks or Copyrighted Marks in a manner inconsistent with the terms of the franchise agreement, we will reimburse you for your out-of-pocket litigation costs in doing these acts.

We have the right to designate new, modified and/or replacement Marks for your use and to require you to use the new, modified, or replacement Marks in addition to or in lieu of any previously designated Marks. You must comply with the directive, at your expense, within 60 days following your receipt of written notice of the change.

#### **ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

There are no patents or registered copyrights that are material to the franchise, and there are no pending patent applications. We do claim copyright protection and proprietary rights in the original materials used in the System, including our recipes and procedures, menus, manuals, bulletins, correspondence and communications with our franchisees, training, advertising, and promotional materials, the content and designed of our web site, and other written materials under the operation of EGG ON A ROLL Shops and the System (“Copyrighted Works”).

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or license our copyrights. We are not obligated by the franchise agreement, or otherwise, to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use, or licensing of the copyrights. You may not use any of our copyrighted works on the Internet without our written permission. This includes display of the copyrighted works on commercial websites, gaming websites, and social networking web sites (such as FACEBOOK, INSTAGRAM, X, or TIKTOK).

You and your employees must maintain the confidentiality of all information contained in the Manual and other information that we consider confidential, proprietary or trade secret information. “Confidential Information” means all trade secrets, the Standards, and other elements of the System; all customer information; all information contained in the Manuals; our proprietary recipes and standards and specifications for product preparation, packaging and service; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the franchise agreement, and all other information that we designate.

If you or your employees or Owners develop any new concept, process, recipe, or improvement in the operation or promotion of your Shop, you must promptly notify us and give us all necessary information about the new process or improvement, without compensation. You and your Owners agree that any of these concepts, processes, recipes or improvements will become our property, and we may use or disclose them to other franchisees, as we determine appropriate.

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

The Shop must be supervised on-premises by an individual you designate as your “General Manager.” Your General Manager must devote his or her full time and best efforts to supervising operations and may not engage in any other business. He or she must satisfy our training requirements and our other standards and must successfully complete our initial training program.

Your General Manager need not have an equity interest in the franchise, but we strongly recommend that someone with a significant ownership interest be personally involved in the day-to-day operation of the business and provide on-site supervision.

You must notify us promptly if your General Manager cannot continue to serve or no longer qualifies for his or her position. You will have 30 days from the date of the notice (or from any date that we independently determine the General Manager no longer meets our standards) to take corrective action. During that 30-day period, you must provide for interim management of your operations in compliance with the franchise agreement.

If the franchisee is a business entity, each Owner and your General Manager must sign a Guaranty and Personal Undertaking substantially in the form attached as Attachment D-1 to the franchise agreement and Attachment D to the development agreement. Any individual who attends our initial training program must sign a confidentiality and non-compete agreement substantially in the form attached as Attachment D-2 to the franchise agreement. Any other personnel who attends training or who will have access to confidential information must sign a confidentiality and noncompete agreement in the form attached as Attachment D-2.

#### **ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer and sell all menu items that we require and may offer and sell only those menu items that we have approved. We may add, eliminate, in our sole discretion. There are no contractual limitations on our rights to make these changes.

You have the right to advertise and market outside your Protected Area but may not engage in geo-targeted marketing inside another franchisee’s Protected Area. You may not sublicense the use of our operating system or our trademarks. You may not co-brand with another business, or offer products from temporary or permanent satellite locations, including carts, kiosks, or mobile trucks, without our prior written consent.

You may not distribute EGG ON A ROLL products through wholesale channels, such as supermarkets, convenience stores or other retailers, or sell services or products through third-party food service providers.

We have the right to establish maximum, minimum, or other retail pricing requirements to the extent permitted by law.

**ITEM 17**  
**RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**  
**THE FRANCHISE RELATIONSHIP**

**These tables list certain important provisions of the franchise and related agreements. You should read these provisions in the franchise agreement and development agreement attached to this disclosure document.**

Franchise Agreement

Provisions	Section in Franchise Agreement	Summary
a. Length of the franchise term	Sections 2.1	10 years.
b. Renewal or extension of the term	Section 2.2	If you are in good standing, you can renew the franchise for two additional consecutive five-year terms.
c. Requirements for franchisee to renew or extend	Section 2.2	You must meet all required conditions to renew, including signing our then-current form of franchise agreement, which may have materially different terms and conditions than the form attached to this disclosure document. Other requirements include giving us notice of your intent to renew, compliance with your franchise obligations during the franchise term and at the time of renewal, satisfaction of monetary obligations, having the right to remain in possession of the Shop premises and providing us a copy of your lease, renovation of the Shop to meet our then-current image requirements, compliance with our then-current training and qualification requirements, payment of the renewal fee, and signing a general release.
d. Termination by franchisee	No provision	Not applicable.
e. Termination by franchisor without cause	No provision	Not applicable.
f. Termination by franchisor with cause	Sections 13.1, 13.2, 13.3, 13.4, 13.5, and 13.6	We can terminate the franchise agreement for cause, or on account of the for-cause termination of any other agreement between you and us.

Provisions	Section in Franchise Agreement	Summary
g. “Cause” defined – curable defaults	Sections 13.3, 13.4, 13.5, and 13.6	You have 10 days to cure your (1) failure to obtain or maintain required insurance, (2) failure to pay any amounts due to us, (3) failure to pay any amounts due to your trade creditors, (4) failure to pay any amounts for which we have advanced funds or for which we are acting as guarantor, (5) misuse of the Marks or Copyrighted Works, and (6) violation of any provision concerning the preparation, service, appearance, or quality of EGG ON A ROLL products. You have 30 days to cure non-compliance with laws and defaults not listed in subsection (h), below.
h. “Cause” defined – non-curable defaults	Sections 13.1 and 13.2	The franchise agreement will terminate automatically upon the happening of certain bankruptcy or insolvency-related events. We can terminate without providing you an opportunity to cure if your General Manager fails to successfully complete training, you failure to timely open the Shop, you abandon the franchise, you lose necessary business licenses or your right to occupy the Shop premises, the franchisee or any owner is convicted of a crime, an unauthorized transfer of franchise rights, violation of confidentiality or noncompete obligations, material misrepresentation in your franchise application, failure to comply with regard to Crisis Management Events, maintaining false books or records, understatement of amounts owed to us by 2% or more or understatement twice in a two year period, an imminent threat to health and safety resulting from your operation of the Shop, your offering of unauthorized products or services or purchasing from unapproved suppliers, failure to pass two quality inspections in a 12-month period, repeated curable defaults (whether or not cured).

Provisions	Section in Franchise Agreement	Summary
i. Franchisee’s obligations on termination/ nonrenewal	Article 14	You must cease use of our trademarks, de-identify the Shop premises, pay all amounts due to us, and return the Manuals to us. We may, at our option, assume all telephone numbers for the Shop. We may, at our option, assume your lease and/or purchase certain Shop assets. You must, at our option, cancel or assign to us your rights to any Internet websites or web pages or e-mail addresses which contain our Marks. See also “r” below.
j. Assignment of contract by franchisor	Section 12.1	No restriction on our right to assign.
k. “Transfer” by franchisee – defined	Section 12.2, 12.3, and 12.4	Includes transfer of the agreement or change in ownership of the franchisee entity.
l. Franchisor approval of transfer by franchisee	Sections 12.2, 12.3, and 12.4	Transfers require our prior written consent, which will not be unreasonably withheld. However, transfers that do not result in a change of control of you may, subject to certain conditions described in the franchise agreement, be completed without our prior written consent.
m. Conditions for franchisor approval of transfer	Section 12.2, 12.3, and 12.4	You must be in compliance with the franchise agreement and all other agreements. New franchisee: must qualify, complete training, sign a new franchise agreement in our then-current form, and refurbish the Shop, as needed; sign a guaranty and a general release; pay the transfer fee, and if applicable our resale program fee; and all monetary obligations to us must be satisfied. Additional requirements apply to business entities. (See also “r” below).
n. Franchisor’s right of first refusal to acquire franchisee’s business	Section 12.8	We can match any offer for your business.
o. Franchisor’s option to purchase your business	Section 14.4	We have the option to purchase some or all of your equipment, furnishings and fixtures on expiration or termination of your franchise agreement.
p. Death or disability or franchisee	Section 12.9	Same requirements as for transfer in “m” above, except there is no transfer fee and we do not have right of first refusal. If your interest is not transferred within six months following your (or a major member, partner or shareholder’s) death or legal incapacity, your franchise agreement may be terminated.

Provisions	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	Section 15.1	Neither you nor your Owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any business where egg sandwiches represents more than 10% of the business's sales, within the U.S., its territories or commonwealths, or any other country, province, state or geographic area in which we or our affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks; no diversion of any present or prospective customer of ours to a competitor; no solicitation of ours or any of our Affiliate's management employees; no diversion of any present or prospective customer of ours to a competitor; no solicitation of ours or any of our Affiliate's management employees.
r. Non-competition covenants after the franchise is terminated or expires	Section 15.2	Neither you nor your Owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in any business where egg sandwiches represents more than 10% of the business's sales, other than the one authorized in the franchise agreement, at your former Shop location or within a 25-mile radius of your former Shop or within a 25-mile radius of any other EGG ON A ROLL Shop for two years following expiration, termination or transfer.
s. Modification of the agreement	Sections 18.1 and 18.2	Must be in writing and signed by all parties
t. Integration/merger clause	Sections 18.1 and 18.2	Any representations or promises outside of this franchise disclosure document and other agreements may not be enforceable. However, nothing in the franchise agreement is intended to disclaim or require you to waive reliance on any representation made in this franchise disclosure document.

<b>Provisions</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
u. Dispute resolution by arbitration or mediation	Section 19.2 and 19.3	Claims, controversies, or disputes from or relating to the franchise agreement must be mediated, except for actions seeking injunctive relief and actions we bring which are related to or based on our Marks or Confidential Information or violations of your obligation not to compete. If the claims, controversies, or disputes are not resolved in mediation, they must be submitted for arbitration.
v. Choice of forum	Sections 19.2, 19.3, and 19.4	Mediation and arbitration at the AAA offices located in the city where our principal business office is located at the time mediation and/or arbitration occurs, subject to applicable state law. Venue for any other proceeding is the courts in the county in which we maintain our principal business office.
w. Choice of law	Section 19.1	South Dakota law applies without giving effect to any conflict of laws principles, subject to applicable state law.

**Development Agreement**

<b>Provision</b>	<b>Section in Development Agreement</b>	<b>Summary</b>
a. Length of the term	Section 2.1	The period beginning on the effective date and ending on the earlier of: (i) the date on which you have completed your development obligations, or (ii) the last day specified in the development schedule.
b. Renewal or extension of the term	Section 4.6	Developer may request up to two 120-day extensions of a development period.
c. Requirements for Developer to renew or extend	No provision	Not applicable
d. Termination by Developer	No provision	Not applicable
e. Termination by the franchisor without cause	No provision	Not applicable

Provision	Section in Development Agreement	Summary
f. Termination by the franchisor with “cause”	Sections 9.1, 9.2., 9.3, 9.4, 9.5, and 9.6	We can terminate the franchise agreement for cause, or on account of the for-cause termination of any other agreement between you and us.
g. “Cause” defined - curable defaults	Sections 9.3, 9.4, 9.5, and 9.6	Failure to pay amounts due to us, failure to pay trade creditors, failure to obtain or maintain required insurance, or failure to comply with any other provision of the franchise agreement and failure to cure within 30 days.
h. “Cause” defined – non-curable defaults	Sections 9.1 and 9.2	We can terminate without opportunity to cure upon the happening of certain bankruptcy or insolvency-related events. We can also terminate for your failure to meet the development schedule, your or any Owner’s conviction of a felony, an attempted transfer in violation of the development agreement, a violation of confidentiality and non-competition covenants, your material misrepresentation in connection with the development application, or repeated curable defaults, whether or not cured. We can also terminate in the event of your default under any other agreement with us or our affiliates.
i. Developer’s obligation on termination/non-renewal	Sections 2.2 and 10.2	You will have no right to develop or operate additional Shops which are not, at the time of termination, the subject of a then existing franchise agreement between you and us. You may continue to own and operate all Shops under then existing franchise agreements.
j. Assignment of contract by franchisor	Section 8.1	No restrictions on our right to assign.
k. “Transfer” by Developer – defined	Section 8.2, 8.3, 8.4 and 8.5	Includes transfer of the agreement, changes in ownership of the entity which is a party to the agreement and transfers of assets.
l. Franchisor approval of transfer by Developer	Section 8.2, 8.3, 8.4 and 8.5	Transfers require our prior written consent, which may not be unreasonably withheld. However, transfers that do not result in a change of control may, subject to certain conditions described in the development agreement, be completed without our prior written consent.

Provision	Section in Development Agreement	Summary
m. Conditions for franchisor approval of transfer	Section 8.4	You may not transfer any franchise agreement signed under the development agreement or transfer the development agreement, except with our written consent. The new developer: must qualify, complete training for each then-existing Shop, sign a guaranty and a general release, pay the transfer fee, and all monetary obligations to us must be satisfied. Additional requirements apply to business entities. (See also “r” below).
n. Franchisor’s right of first refusal to acquire Developer’s business	Section 8.9	We may match any offer to purchase your business.
o. Franchisor’s option to purchase Developer’s business	Section 8.9	We may match any offer to purchase your business.
p. Death or disability of Developer	Section 8.10	Same requirements as for a transfer in “m” above, except there is no transfer fee and we do not have the right of first refusal. If your interest is not transferred within six months following your (or an Owner’s) death or legal incapacity, your development agreement may be terminated.
q. Non-competition covenants during the term of the Agreement	Section 10.1	Neither you nor your Owner may have any involvement with any business where egg sandwiches represents more than 10% of the business’s sales, within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which we or our affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks; no diversion of any present or prospective customer of ours to a competitor; no solicitation of ours or any of our Affiliate’s management employees.
r. Non-competition covenants after the Agreement is terminated or expires	Section 10.2	Neither you nor your Owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in any business where egg sandwiches

Provision	Section in Development Agreement	Summary
		represents more than 10% of the business’s sales, within the former development area, within 25 miles of the perimeter of the former development area, or within a 25-mile radius of any other EGG ON A ROLL Shop for two years following expiration, termination or transfer.
s. Modification of the development agreement	Sections 13.1 and 13.2	Must be in writing and signed by all parties
t. Integration/merger clause	Section 13.1 and 13.2	Any representations or promises outside of this franchise disclosure document and other agreements may not be enforceable. However, nothing in the development agreement is intended to disclaim or require you to waive reliance on any representation made in this franchise disclosure document.
u. Dispute resolution by arbitration or mediation	Section 14.2 and 14.3	<p>Claims, controversies, or disputes from or relating to the Development Agreement must be mediated, except for actions seeking injunctive relief and actions we bring which are related to or based on our Marks or Confidential Information or violations of your obligation not to compete.</p> <p>If the claims, controversies, or disputes are not resolved in mediation, they must be submitted for arbitration.</p>
v. Choice of forum	Sections 14.2, 14.3, and 14.4	<p>Mediation and arbitration at the AAA offices located in the city where our principal business office is located at the time mediation and/or arbitration occurs, subject to applicable state law.</p> <p>Venue for any other proceeding is the courts in the county in which we maintain our principal business office.</p>
w. Choice of law	Section 14.1	South Dakota law applies without giving effect to any conflict of laws principles, subject to applicable state law.

**ITEM 18  
PUBLIC FIGURES**

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

**ITEM 19  
FINANCIAL PERFORMANCE REPRESENTATIONS**

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any 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 Tommy Johnson, 140 North Phillips Avenue, Suite 103, Sioux Falls, South Dakota 57104 or (605) 881-4183, [tommy@johnsonlawoffice.com](mailto:tommy@johnsonlawoffice.com), the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20  
OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1  
SYSTEMWIDE OUTLET SUMMARY  
FOR YEARS 2022 TO 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at End of Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	1	0
Total Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	1	0

**TABLE NO. 2  
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS  
(OTHER THAN THE FRANCHISOR)  
FOR YEARS 2022 TO 2024**

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

**TABLE NO. 3  
STATUS OF FRANCHISED OUTLETS  
FOR YEARS 2022 TO 2024**

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

**TABLE NO. 4  
STATUS OF COMPANY-OWNED OUTLETS  
FOR YEARS 2022 TO 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Minnesota	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Totals	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1

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

State	Franchise Agreements Signed But Outlets Not Open	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company-owned Outlets in Next Fiscal Year
Minnesota	0	1	1
North Dakota	0	1	0
South Dakota	0	0	1
Wisconsin	0	1	0
Totals	0	3	2

Attached to this disclosure document as Exhibit D is a list of our current franchisees and a list of our former franchisees, if any. No franchisee has had an outlet terminated, cancelled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks of the franchise disclosure document issuance date.

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

No franchisees have signed confidentiality agreements during the last three years. Currently, there are no trademark specific franchisee associations.

**ITEM 21  
FINANCIAL STATEMENTS**

Attached to this disclosure document as Exhibit A, is our audited Balance Sheet prepared as of September 10, 2025, and the related notes to the financial statement.

Our fiscal year ends on December 31st. We have not been in business for three years or more and, therefore, cannot include all the financial statements required by this Item.

**ITEM 22  
CONTRACTS**

Attached to this disclosure document are the following contracts:

- Attached as Exhibit B is our current form of Development Agreement with all Attachments.
- Attached as Exhibit C is our current form of Franchise Agreement with all Attachments.
- Attached as Exhibit G is a copy of sample general release language.

**ITEM 23  
RECEIPTS**

Attached as Exhibit J are detachable duplicate Receipts. Please sign and date both copies of the Receipt. Keep one signed copy of the Receipt for your file and return to us the other signed copy of the Receipt. The Receipt contains the names of our franchise sellers or brokers.

## STATE-SPECIFIC DISCLOSURES

### ***FOR THE STATE OF MINNESOTA***

Item 5 and 7 of the disclosure document is amended by the following:

Based upon the franchisor's financial condition, Minnesota has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisee opens for business under the franchise agreement.

Item 6 of the franchise disclosure document is amended by the following:

Under Minnesota Statute 604.113, NSF checks are governed by Minnesota, which puts a cap of \$30 on service charges.

Item 13 of the disclosure document is supplemented by the following:

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

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred that you incur in the defense of your right to use the Marks, so long as you were using the Marks in the manner that we authorized, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Item 17 of the disclosure document is supplemented by the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that (1) a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

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

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

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

### ***FOR THE STATE OF NORTH DAKOTA***

1. The Securities Commissioner for the State of North Dakota has determined that the following types of provisions are deemed to be contrary to North Dakota law:

- (a) A provision in a franchise agreement specifying that the agreement is to be governed by the laws of a state other than North Dakota.
- (b) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the Franchise Agreement;
- (c) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;
- (d) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota;
- (e) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;
- (f) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages.

2. North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law.

3. The site of any mediation or arbitration of the parties' disputes shall be at a site mutually agreeable to all parties. If all parties cannot agree upon a location, the arbitration or mediation shall be Fargo, North Dakota or, at Franchisor's option by remote hearing.

**EXHIBIT A**  
**EGG ON A ROLL**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**FINANCIAL STATEMENTS**

**Egg on a Roll Franchising, LLC**

**Independent Auditor's Report**

**And**

**Balance Sheet Statement**

**September 10, 2025**

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**Metwally CPA PLLC**

**CERTIFIED PUBLIC ACCOUNTANT**

2901 Corporate Cir, Flower Mound, Texas 75028

Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

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**Independent Auditor's Report**

To the members of  
Egg on a Roll Franchising, LLC

**Opinion**

We have audited the accompanying balance sheet of Egg on a Roll Franchising, LLC (the Company) as of September 10, 2025 and the related notes to the financial statement.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of the Company as of September 10, 2025 in accordance with accounting principles generally accepted in the United States of America.

**Basis for Opinion**

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

**Responsibilities of Management for the Financial Statement**

Management is responsible for the preparation and fair presentation of the financial statement 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 statement that are free from material misstatement, whether due to fraud or error.

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

**Auditor's Responsibilities for the Audit of the Financial Statement**

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is 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 statement.

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 statement, 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 statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

*Metwally CPA PLLC*

Metwally CPA PLLC  
Flower Mound, Texas  
October 02, 2025

**Egg on a Roll Franchising, LLC**  
**Balance Sheet**  
**September 10, 2025**

**Assets**

**Current Assets**

Cash and cash equivalents \$10,000

**Total Current Assets** **\$10,000**

**Liabilities and Members' Equity**

**Total Liabilities** **\$0**

Members' equity 10,000

**Total Members' Equity** **10,000**

**Total Liabilities and Members' Equity** **\$10,000**

*The accompanying notes are an integral part of the financial statement.*

**Egg on a Roll Franchising, LLC**  
**September 10, 2025**  
**Notes to Financial Statement**

**1. COMPANY AND DESCRIPTION OF BUSINESS**

Egg on a Roll franchising, LLC (the Company) established on May 20, 2025, in the State of South Dakota, for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their business as a franchise. The Company provides qualified individuals with the rights to operate a fast casual restaurant under the Egg on a roll® brand by using the Company's concept, operating model, and brand standards.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial statement. The financial statement and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statement.

**A. Basis of Accounting**

The financial statement was prepared in conformity with accounting principles generally accepted in the United States of America ("US GAAP").

**B. Cash and Cash Equivalents**

The Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

**C. Federal Income Taxes**

As a limited liability company, the Company's taxable income or loss is allocated to members in accordance with their respective percentage ownership. Therefore, no provision for income taxes has been included in the financial statement.

**D. Use of Estimates**

The preparation of our Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of our financial statements and the reported amounts of revenues, costs, and expenses during the reporting period. Actual results could differ significantly from those estimates. It is at least reasonably possible that a change in the estimates will occur in the near term.

## **E. Concentration of Credit Risk**

The Company maintains cash and cash equivalents with major financial institutions. At various times during the period, the total amount on deposit might exceed the \$250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

## **F. Revenue Recognition**

Revenue is recognized in accordance with ASC Topic 606, Revenue from Contracts with Customers. The Company adopted ASU 2021-02 Franchisors - Revenue from Contracts with Customers (Subtopic 952-606) effective with the application of ASC Topic 606. The ASU provides a practical expedient to ASU2014-09 Revenue from contracts with Customers (Topic 606). The new guidance allows franchisors to simplify the application of the guidance about identifying performance obligations for franchisors that perform pre-opening services by allowing a franchisor to account for pre-opening services as distinct if they are consistent with those included in a predefined list of pre-opening services.

### Franchise Fees

The franchise arrangement between the Company and each franchise owner is documented in the form of a franchise agreement and, in select cases, a development agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company before opening are distinguished from the franchise license. Therefore, the Company recognizes franchise fees as two performance obligations. The nature of the Company's promise in granting the franchise license is to provide the franchise owner with access to the brand's intellectual property over the term of the franchise arrangement.

The transaction price in a standard franchise arrangement consists of (a) franchise/development fees; (b) Marketing, brand development and royalties Fees and (c) IT Fees; (d) Annual Conference Fees. The Company utilize ASC 606 five-steps revenue recognition model as follows:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to the performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

The terms of the Company's franchise agreement will be as follows:

- The Company will grant the right to use the Company name, trademark, and system in the franchisee's franchise development business.
- The franchisee is obligated to pay a non-refundable initial franchise fee.
- The franchisee is obligated to pay weekly royalties, marketing, IT, and annual conference fees. Certain other fees are also outlined in the agreement.

Franchise revenues are recognized by the Company from the following different sources: The Company recognizes franchise fees as two (2) performance obligations. The first, pre-opening services, including access to manuals, assistance in site selection, and initial training, have been determined to be distinct services offered to franchisees. Pre-opening services are earned over a period using an input method of completion based on costs incurred for each franchisee at the end of each year.

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a

straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 10 years while successive agreement terms are typically 10 years.

#### Variable Considerations

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license.

#### Contracts Assets and Liabilities Balances

The Company incurs costs that are directly attributable to obtaining a contract, for example, commission fees, broker fees, and referral fees. Under ASC 606, costs that are directly associated with obtaining a contract are to be capitalized and recognized over the term of the agreement. Capitalized costs are included in deferred expenses on the accompanying balance sheet. As such, direct franchise license costs are recognized over the franchise and renewal term, which is the performance obligation, and is typically the franchise agreement's term. If a customer is terminated, the remaining deferred expense will be recognized to expenses.

Deferred revenue consists of the remaining initial franchise fees to be amortized over the life of the franchise agreements. Deferred revenue is a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed.

The Company didn't generate any revenue as of the balance sheet date but will be implementing ASC 606 to recognize its revenue once a sale has been made.

### **G. Recent Accounting Pronouncements**

FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2022. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements and determined that it doesn't have any lease that meet the requirement to recognize a right-of-use asset and liability because the Company doesn't have any long-term leases.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments. ASU 2016-13, along with subsequent clarifications and improvements (collectively, ASC 326), replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends, and aging behavior of receivables, among others. ASC 326 has been effective for the Company since inception. There was no impact on the Company's financial statements as a result of the implementation of this standard.

### **3. CASH AND CASH EQUIVALENTS**

The Company maintains its cash balance in U.S. noninterest-bearing transaction accounts which are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. On September 10, 2025 the Company's cash balance didn't exceed the FDIC insurance limits.

The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents. As of September 10, 2025 the Company has approximately \$10,000 in cash in their operating bank account.

#### **4. SUBSEQUENT EVENTS**

Management has evaluated subsequent events through October 02, 2025, which is the date the financial statement was available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statement.

**EXHIBIT B**  
**EGG ON A ROLL**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**DEVELOPMENT AGREEMENT**

**EGG ON A ROLL  
DEVELOPMENT AGREEMENT**

**DEVELOPMENT AGREEMENT  
SUMMARY PAGES**

**EFFECTIVE DATE:** \_\_\_\_\_

**DEVELOPER:** \_\_\_\_\_

**ADDRESS FOR NOTICES:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**DEVELOPMENT FEE:** \$ \_\_\_\_\_

**DEVELOPMENT AREA:** \_\_\_\_\_  
excluding any "Captive Markets" in this area.

**NUMBER OF STORES  
TO BE DEVELOPED** \_\_\_\_\_

**INITIAL FRANCHISE FEE FOR  
EACH STORE TO  
BE DEVELOPED** \$ \_\_\_\_\_ for each Shop

**TRANSFER FEE  
(CONVENIENCE OF OPERATION):** \$1,500 payable if you are an individual transferring to a Business Entity for convenience of operation, or if your Owners are transferring among themselves a minority ownership interest to one or more third parties

**TRANSFER FEE (TRANSFER OF  
BUSINESS OR CONTROLLING  
INTEREST):** \$25,000 or the amount necessary to reimburse Franchisor its reasonable costs and expenses associated with reviewing the application to transfer, including but not limited to, legal and accounting fees, whichever is greater

**FRANCHISOR  
ADDRESS FOR NOTICE** EGG ON A ROLL FRANCHISING, LLC  
Attn: CEO  
140 North Phillips Avenue, Suite 103  
Sioux Falls, South Dakota 57104  
franchise@eggonaroll.com

\_\_\_\_\_  
Franchisor Initial

\_\_\_\_\_  
Developer Initial

**DEVELOPMENT AGREEMENT  
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**ATTACHMENTS**

Attachment A	Glossary of Additional Terms
Attachment B	Development Schedule
Attachment C	Entity Information
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Attachment E	State Specific Amendments

## EGG ON A ROLL DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT (“Agreement”)** is made and entered into as of the Effective Date reflected in the Summary Pages (“**Effective Date**”), by and between EGG ON A ROLL FRANCHISING, LLC, a South Dakota limited liability company (“**Franchisor**”), and the Developer identified in the Summary Pages (“**you**”).

A. Franchisor has acquired the license to use and to sublicense the use of a business format relating to the establishment and operation of a shop featuring egg sandwiches, under the name EGG ON A ROLL (“**System**”).

B. The distinguishing characteristics of the System include, without limitation, distinctive design, decor, color scheme, recipes, operation and customer service standards and procedures, marketing strategies, and other standards, specifications, techniques, and procedures that Franchisor designates for the development, operation, and promotion of an EGG ON A ROLL Shop (the “**Standards**”).

C. The System is identified by means of certain trademarks, including the trademark “EGG ON A ROLL,” and such other trademarks designated by Franchisor to identify businesses operating under the System (the “**Marks**”).

D. You desire the right to develop multiple shops under the System and Marks (“**Shops**”) and Franchisor desires to grant you such rights, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. GRANT

#### 1.1. Grant of Shop Development Rights

1.1.1. Franchisor hereby grants to you, and you hereby accept, the right and obligation, to develop the number of Shops in the Development Area (identified in the Summary Pages) within the timeframe set forth in the Development Schedule (identified in Attachment B). Each Shop to be developed shall be developed and operated pursuant to a separate Franchise Agreement in accordance with Section 4.1.

1.1.2. This Agreement grants you no right or license to use any of the Marks; your right to operate a Shop and license to use the Marks derives solely from the Franchise Agreements that you will enter into under this Agreement.

1.1.3. The development rights granted under this Agreement belong solely to you: you may not share them, divide them, subfranchise or sublicense them, or transfer them, except in accordance with the transfer provisions of this Agreement.

#### 1.2. Development Area Protection

1.2.1. During the term of this Agreement, Franchisor shall not own or operate, or grant anyone else the right to operate, an EGG ON A ROLL Shop within the Development Area.

1.2.2. Franchisor reserves to itself all other rights in and to use the Marks including the right to: **(a)** own and operate and to grant others the right to own and operate EGG ON A ROLL Shops outside the Development Area, regardless of their proximity to the Development Area; **(b)** operate EGG ON A ROLL Shops and license the use of the Marks and System and/or derivatives of the Marks and System in “Captive Markets” within and outside the Development Area; and **(c)** distribute products and services identified by the Marks, such as pre-packaged product, through alternative channels of distribution including grocery stores, supermarkets, convenience stores, stores, and via mail order, catalog sales, and/or the Internet.

1.2.3. Nothing in this Agreement prohibits or restricts Franchisor from **(a)** owning, acquiring, establishing, operating, or granting franchise rights for one or more other businesses under a different

trademark or service mark (*i.e.*, a mark other than EGG ON A ROLL), whether or not the business is the same as or competitive with EGG ON A ROLL Shops; or **(b)** owning, operating, or franchising one or more similar business as the franchise, other than the one authorized in the Franchise Agreement, under the name EGG ON A ROLL or some derivative of the Marks.

## 2. TERM OF DEVELOPMENT AGREEMENT

2.1. Term. Unless sooner terminated, the term (“**Term**”) of this Agreement begins on the Effective Date and, unless otherwise negotiated, terminated, or extended as provided in this Agreement, expires on the earlier of: **(a)** the date on which you have completed your development obligations under this Agreement, or **(b)** 11:59pm Eastern Time on the last day of the last Development Period identified in Attachment B.

2.2. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all territorial protection afforded under this Agreement ends, and you have no further right to develop any EGG ON A ROLL Shops for which a Franchise Agreement has not been signed. Termination or expiration of this Agreement does not affect any rights or obligations under any then-existing Franchise Agreements.

## 3. FEES

3.1. Development Fee. Upon execution of this Agreement, you shall pay to Franchisor a Development Fee in the amount set forth in the Summary Pages (“**Development Fee**”). The Development Fee is fully earned by Franchisor when paid and is not refundable, in whole or in part, under any circumstances.

3.2. Initial Franchise Fee. For each Franchise Agreement signed under this Agreement, you shall pay to Franchisor an initial franchise fee in the amount set forth in the Summary Pages. When you sign a Franchise Agreement for the first Shop contemplated under this Agreement, Franchisor will credit a portion of your Development Fee payment to fully satisfy the initial franchise fee due thereunder. When you sign a Franchise Agreement for each additional Shop contemplated under this Agreement, Franchisor will credit a portion of your Development Fee payment equal to one-half of the initial franchise fee to partially satisfy the initial franchise fee due thereunder, and you shall pay the balance of the initial franchise fee.

## 4. DEVELOPMENT SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

4.1. Separate Franchise Agreements. The Franchise Agreement for the first Shop to be developed under this Agreement is the form attached as Attachment E. The Franchise Agreement for the second and each additional Shop to be developed is the form of Franchisor’s then-current Franchise Agreement, the terms of which may be materially different from the terms of Attachment E; provided that the initial franchise fee for the second and additional Shops will be the amount stated on the Summary Pages.

4.2. Development Schedule. Recognizing that time is of the essence, you agree to satisfy the Development Schedule set forth in Attachment B.

4.3. Manner for Exercising Development Rights. Before exercising any development right granted hereunder, you shall apply to Franchisor for a franchise to operate a Shop. If Franchisor, in its sole discretion, determines that you have met each of the following operational, financial, and legal conditions, then Franchisor will grant you a franchise for each respective Shop:

4.3.1. Operational Conditions: You are in compliance with the Development Schedule and this Agreement, and you or your Affiliates are in compliance with any other agreement between them and Franchisor or its Affiliates. You are conducting the operation of your existing Shops, if any, and are capable of conducting the operation of the proposed Shop in accordance with the terms and conditions of this Agreement, the respective Franchise Agreements, and the standards, specifications, and procedures set forth and described in the Manuals (defined in the Franchise Agreement).

4.3.2. Financial Conditions: You and your Owners satisfy Franchisor’s then-current financial criteria for developers and Owners of EGG ON A ROLL Shops. You and your Owners have been and are

faithfully performing all terms and conditions under each of the existing Franchise Agreement with Franchisor. You are not in default and have not been in default during the 12-month period immediately preceding your request for financial approval, of any monetary obligations owed to Franchisor or its Affiliates under any Franchise Agreement or any other agreement between you or your Affiliates and Franchisor or its Affiliates. You acknowledge and agree that it is vital to Franchisor's interest that each of its franchisees must be financially sound to avoid failure of a Shop and that such failure would adversely affect the reputation and good name of EGG ON A ROLL and the System.

4.3.3. Legal Conditions: You have submitted to Franchisor, in a timely manner, all information and documents requested by Franchisor as a basis for the issuance of individual franchises or pursuant to any right granted to you by this Agreement or by any Franchise Agreement.

4.4. Development Schedule. Acknowledging that time is of the essence, you agree to exercise your development rights according to Section 4.3 and the Development Schedule reflected Attachment B. You may, subject to the terms and conditions of this Agreement and with Franchisor's prior written consent, which may be withheld in its sole discretion, develop more than the total minimum number of Shops which you are required to develop during any Development Period. Any Shop developed in excess of the minimum number of Shops required to be developed shall be applied to satisfy your development obligation during the next succeeding Development Period, if any. Notwithstanding the above, you shall not open or operate more than the cumulative total number of Shops you are obligated to develop under the Development Schedule.

4.4.1. If during the term of this Agreement, you cease to operate any Shop developed under this Agreement for any reason, you shall develop a replacement Shop. The replacement Shop shall be developed within a reasonable time (not to exceed 120 days) after you cease to operate the original Shop. If, during the term of this Agreement, you transfer your interest in a Shop in accordance with the terms of the applicable Franchise Agreement for the Shop, the transferred Shop will continue to be counted in determining whether you have complied with the Development Schedule so long as it continues to be operated as an EGG ON A ROLL Shop. If the transferred Shop ceases to be operated as an EGG ON A ROLL Shop during the term of this Agreement, you shall develop a replacement Shop within a reasonable time (not to exceed 120 days) thereafter.

4.4.2. Your failure to adhere to the Development Schedule (including any extensions thereof, approved by Franchisor in writing) or to any time period for the development of replacement Shops is a material breach of this Agreement.

4.4.3. You acknowledge and agree that you have conducted an independent investigation of the business contemplated under this Agreement, that you fully understand your obligations under this Agreement, and that you recognize and assume all associated risks. In addition, you acknowledge that Franchisor makes no representation: **(a)** that your Development Area contains a sufficient number of acceptable locations to meet the number of Shops to be developed under the Development Schedule; or **(b)** that your Development Area is sufficient to economically support the number of Shops to be developed under the Development Schedule. You acknowledge that you have performed all related and necessary due diligence before your execution of this Agreement and that, accordingly, you assume the risk of identifying a sufficient number of acceptable locations within the Development Area and the economic risk of developing the number of Shops set forth in Attachment B.

4.5. Projected Opening Dates. You acknowledge that the Projected Opening Date for each Shop to be developed hereunder is reasonable. Subject to your compliance with Section 4.3, hereof, you shall execute a Franchise Agreement for each Shop at or prior to the applicable execution date set forth in the Summary Pages, which shall be a date no later than ten months prior to the Projected Opening Date for the applicable Shop.

4.5.1. No later than ten months prior to expiration of a Development Period expiration date, you shall request to sign a Franchise Agreement for each Shop to be developed during the Development Period.

4.5.2. Upon receiving your request, Franchisor shall deliver to you its then-current form of Franchise Disclosure Document and execution copies of its then-current form of Franchise Agreement.

4.5.3. No later than the Franchise Agreement Execution Date identified in the Development Schedule (but no sooner than as permitted by law), you shall sign and return a signed copy of the Franchise Agreement and payment of the initial franchise fee (less any applicable development credit) due thereunder.

4.5.4. Franchisor shall approve and countersign the Franchise Agreement if:

(a) You are in compliance with this Agreement and all other agreements between you or your Affiliates and Franchisor including, without limitation, all Franchise Agreements signed under this Agreement. If this condition is not met, Franchisor may require you to cure any deficiencies before it approves and countersigns the Franchise Agreement.

(b) You have demonstrated to Franchisor, in Franchisor's sole discretion, your financial and other capacity to perform the obligations set forth in the proposed new Franchise Agreement.

(c) You, your Owners, each of your Affiliates, and their Owners who have a then-currently effective Franchise Agreement or development agreement with Franchisor has signed a general release, in a form prescribed by Franchisor, of any and all claims that the party has, had, or claims to have against Franchisor and/or its Affiliates and their respective officers, directors, agents and employees, whether the claims are known or unknown, arising out of or relating to this Agreement, any Franchise Agreement, the relationship created by this Agreement or any Franchise Agreement, and the offer and sale of the EGG ON A ROLL franchise opportunity.

4.6. Extension of Development Period. You, at your option, may obtain a 120-day extension to any Development Period, by delivering to Franchisor written notice of the desired extension with payment of a \$3,000 extension fee. Upon delivery of notice and full payment, the current Development Period will be extended for 120 days, and the Development Schedule shall be adjusted appropriately. No more than two extensions may be obtained during the Term of this Agreement.

## 5. DEVELOPER'S OBLIGATIONS

5.1. Satisfaction of Development Schedule. You shall execute a Franchise Agreement for each Shop contemplated under this Agreement in accordance with Article 4 and the Development Schedule and shall establish and operate each Shop in accordance with the terms and conditions of the respective Franchise Agreement.

5.2. Compliance with Laws. You shall fully comply with all federal, state, and local laws, rules, and regulations when exercising your rights and fulfilling your obligations under this Agreement.

## 6. CONFIDENTIALITY

6.1. Nondisclosure of Confidential Information. You shall maintain the confidentiality of all Confidential Information. You shall use Confidential Information only in connection with the development and operation of the Shops, and you shall divulge Confidential Information only to your employees, and only on a need-to-know basis. This obligation shall survive expiration or termination of this Agreement.

## 7. INDEPENDENT CONTRACTOR, INSURANCE AND INDEMNIFICATION

7.1. Independent Contractor. The parties acknowledge and agree that you are operating the business contemplated under this Agreement as an independent contractor. Nothing contained in this Agreement shall create or be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party has any fiduciary obligations to the other or will be liable for the debts or obligations of the other. Neither party has the right to bind the other, transact business in the other party's name or in any

manner make any promises or representations on behalf of the other party, unless otherwise agreed in writing by the parties. You shall conspicuously identify yourself and the business contemplated under this Agreement in all dealings with your customers, contractors, suppliers, public officials, and others, as an independent franchisee of Franchisor, and shall place a conspicuous notice, in the form and at such place as Franchisor prescribes, notifying the public of such independent ownership.

## 7.2. Insurance Obligations.

7.2.1. You shall maintain in full force and effect at all times during the term of this Agreement, at your expense, an insurance policy or policies meeting Franchisor's minimum insurance requirements. Each such policy shall be written by an insurance with an A.M. Best rating of not less than A-VII, shall be primary and non-contributory to any insurance carried by Franchisor or its Affiliates, and shall contain a waiver of subrogation in favor of Franchisor and its Affiliates. Franchisor has the right to increase or modify required minimum coverages and types of coverage, at any time. Your obligation to obtain and maintain insurance is not limited in any way by reason of any insurance maintained by Franchisor, and your compliance with minimum insurance requirements will not relieve you of your indemnification obligations under Section 7.3 of this Agreement. At least ten days prior to the time you are first required to carry insurance, and thereafter at least 30 days prior to the expiration of any policy, you shall deliver to Franchisor certificates of insurance evidencing your compliance with this Article 7. Each certificate of insurance shall expressly provide that no less than 30 days prior written notice shall be given to Franchisor in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such certificates.

7.2.2. If you fail to procure or maintain these minimum insurance requirements, Franchisor or its designee has the right (but is not required) to procure such insurance on your behalf. Such right shall be in addition to and not in lieu of any other rights or remedies available to Franchisor. If this occurs, you shall reimburse Franchisor the cost of the premium and pay a reasonable administrative fee not to exceed \$500, upon demand.

7.3. Indemnification. You shall indemnify and hold harmless to the fullest extent by law, Franchisor, its Affiliates and their respective directors, officers, managers, employees, shareholders, and agents, (collectively, "**Indemnitees**") from all "**losses and expenses**" (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof arising out of or related to the business contemplated under this Agreement ("**Event**"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided in this Agreement shall extend to any finding of comparative negligence or contributory negligence attributable to you). For the purpose of this Section 7.3, the term "**losses and expenses**" include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Franchisor's reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. You shall give Franchisor prompt notice of any Event of which you are aware, for which indemnification is required, and, at your expense and risk, Franchisor may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that Franchisor will seek your advice and counsel. Any assumption by Franchisor shall not modify your indemnification obligation. Franchisor may, in its sole and absolute discretion, take such actions as it seems necessary and appropriate to investigate, defend, or settle any Event or take other remedial or corrective actions with respect thereof as may be, in Franchisor's sole and absolute discretion, necessary for the protection of the Indemnities or the System.

## 8. TRANSFER OF INTEREST

8.1. Transfer by Franchisor. Franchisor may transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations and shall become solely responsible for all of Franchisor's obligations under this Agreement from the date of assignment.

8.2. Transfer by Individual Developer to Business Entity for Convenience. If you are an individual, you may transfer your interest in this Agreement to a Business Entity for convenience of operation within the first 12 months of this Agreement by signing Franchisor's standard form of assignment and assumption agreement if: **(a)** the Business Entity is formed solely for purposes of continuing your development rights and obligations; **(b)** you provide to Franchisor a copy of the Business Entity's formation and governing documents and a certificate of good standing from the jurisdiction under which the Business Entity was formed; **(c)** you sign a general release in favor of Franchisor and in the form Franchisor requires; and **(d)** you pay to Franchisor a Transfer Fee in the amount stated in the Summary Pages.

8.3. Transfer Among Owners; Transfer of Non-Controlling Interest. If you are a Business Entity, your Owners may transfer their ownership interests in the Business Entity among each other, and may transfer up to a Non-Controlling Interest in the Business Entity to one or more third parties, if: **(a)** you have provided to Franchisor advance notice of the transfer; **(b)** Attachment C to this Agreement has been amended to reflect the new ownership; **(c)** each new Owner has signed a Guaranty and Personal Undertaking in the form of Attachment D; **(d)** each previous and/or new Owner has signed a general release in favor of Franchisor and in the form Franchisor requires, and **(e)** you pay to Franchisor a Transfer Fee in the amount stated in the Summary Pages.

8.4. Transfer of Agreement; Transfer of Controlling Interest. All other transfers (including any sale or transfer of your interest in this Agreement and the sale of a Controlling Interest in you if you are a Business Entity) require Franchisor's prior written consent. Franchisor will not unreasonably withhold its consent to a transfer, but may condition its consent on satisfaction of any or all of the following:

8.4.1. Your written request for consent and delivery of a copy of the proposed transfer agreements, including sale terms, at least 30 days prior to the proposed transfer, and Franchisor has determined, in its sole and reasonable discretion, that the terms of the sale will not materially and adversely affect the post transfer viability of any Franchised Business in operation at the time of transfer.

8.4.2. The transferee has demonstrated to Franchisor's satisfaction that the transferee meets Franchisor's then-current educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate each Franchised Business; and has sufficient equity capital to operate each Franchised Business (which condition shall be presumed if the transferee's net worth is equal to or exceeds your net worth at the time of transfer, excluding the value of each Franchised Business);

8.4.3. All of your accrued monetary obligations and all other outstanding obligations to Franchisor, its Affiliates, and third-party suppliers shall be up to date, fully paid and satisfied, and you must be in full compliance with this Agreement and any other agreements between you or your Affiliates and Franchisor and its Affiliates and your suppliers;

8.4.4. You and each Owner has executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and their respective officers, directors, managers, shareholders, agents, and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules and ordinances; provided, however, that any release will not be inconsistent with any state law regulating franchising;

8.4.5. Payment of the Transfer Fee in the amount set forth in the Summary Pages;

8.4.6. You and the transferee have executed an assignment and assumption of this Agreement in the form prescribed by Franchisor;

8.4.7. If the transferee is a Business Entity, then the transferee's Owners each shall sign Franchisor's standard form of Guaranty and Personal Undertaking;

8.4.8. The transferee has complied with Franchisor's then-current initial training requirements for the operation of each then-existing Shop;

8.4.9. You have complied with the requirements set forth in Section 8.9; and

8.4.10. If Franchisor introduced the buyer to you, you have paid all fees due Franchisor under its then-current franchise resale policy or program.

8.5. Transfer of Franchise Agreements. Notwithstanding Section 8.4 of this Agreement, you may, with Franchisor's prior written consent, execute and contemporaneously assign your right to enter into a Franchise Agreement pursuant to this Agreement to a business entity under common control with you if: **(a)** such business entity executes and complies with the terms and conditions of the Franchise Agreement; and **(b)** you pay Franchisor a Transfer Fee in the amount stated in the Summary Pages.

8.6. Transfers Void. Any purported transfer, by operation of law or otherwise, made without Franchisor's prior written consent will be considered null and void and will be considered a material breach of this Agreement.

8.7. Security Interest. You may grant a security interest in this Agreement or the franchise represented by this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in this Agreement or the franchise without Franchisor's consent.

8.8. Private or Public Offerings. If you are a Business Entity and you intend to issue equity interests pursuant to a private or public offering, you shall first obtain Franchisor's written consent, which consent shall not be unreasonably withheld. You must provide to Franchisor for its review a copy of all offering materials (whether or not such materials are required by applicable securities laws) at least 60 days prior to such documents being filed with any government agency or distributed to investors. No offering shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance, or offering of your securities, and Franchisor's review of any offering shall be limited to ensuring compliance with the terms of this Agreement. Franchisor may condition its approval on satisfaction of any or all of the conditions set forth in Section 8.4 and on execution of an indemnity agreement, in a form prescribed by Franchisor, by you and any other participants in the offering. For each proposed offering, you shall pay to Franchisor a retainer in an amount determined by Franchisor, which Franchisor shall use to reimburse itself for the reasonable costs and expenses it incurs (including, without limitation, attorneys' fees and accountants' fees) in connection with reviewing the proposed offering.

8.9. Right of First Refusal.

8.9.1. If you receive a bona fide offer to purchase your interest in this Agreement or all or substantially all of the assets of the Franchised Business, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and if you or such Owner wishes to accept such offer, you or the Owner must deliver to Franchisor written notification of the offer and, except as otherwise provided herein, Franchisor shall have the option, exercisable within 30 days after receipt of such written notification, to purchase the seller's interest on the same terms and conditions offered by the third party. If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer shall include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a qualified independent third party evidencing the fair market value of such assets as of the date of the offer.

8.9.2. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. If Franchisor elects to purchase the seller's interest, closing on such purchase must occur by the later of: **(a)** the closing date specified in the third-party offer; or **(b)** within 60 days from the date of notice to the seller of Franchisor's election to purchase. Franchisor's failure to exercise the option described in this Section 8.9 shall not constitute a waiver of any of the transfer conditions set forth in this Article 8.

8.10. Transfer Upon Death or Incapacitation. Upon the death or permanent incapacity (mental or physical) of the Developer or any Owner, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Franchisor within six months after such death or permanent incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as an *inter vivos* transfer, except that the Transfer Fee shall be waived. In the case of transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Article 8, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Franchisor within six months, which disposition shall be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within such period, Franchisor may, at its option, terminate this Agreement, pursuant to Section 9.5.

8.11. Non-Waiver of Claims. Franchisor's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of Franchisor's right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which Franchisor's and the transferee are parties, by the transferee.

## 9. DEFAULT AND TERMINATION

9.1. Automatic Termination. You shall be deemed to be in default under this Agreement, and all rights granted to you in this Agreement shall automatically terminate without notice, if a petition in bankruptcy is filed by you or such a petition is filed against you and you do not oppose it; if you are adjudicated as bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law is instituted by or against you; if a final judgment remains unsatisfied or of record for 30 days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if judicial, non-judicial or administrative proceedings to foreclose any lien or mortgage against any Franchised Location premises or assets or equipment is instituted against you and not dismissed within 30 days; or if the real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable.

9.2. Termination with Notice and Without Opportunity to Cure. Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of notice without opportunity to cure if: **(a)** you fail to meet the Development Schedule; **(b)** you or any Owner is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System; **(c)** there is any transfer or attempted transfer in violation of Article 8 of this Agreement; **(d)** you or any Owner fails to comply with the confidentiality or non-compete covenants in Article 6 and Article 10 of this Agreement; **(e)** you or any Owner has made any material misrepresentations in connection with your developer application; or **(f)** Franchisor delivers to you three or more written notices of default pursuant to this Article 9 within any rolling 12-month period, whether or not the defaults described in such notices ultimately are cured.

9.3. Termination with 10-Day Cure Period. Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within ten days after delivery of written notice: **(a)** failure to obtain or maintain required

insurance coverage; **(b)** failure to pay any amounts due to Franchisor; **(c)** failure to pay any amounts due to your trade creditors (unless such amount is subject to a bona fide dispute); or **(d)** failure to pay any amounts for which Franchisor has advanced funds for or on your behalf, or upon which Franchisor is acting as guarantor of your obligations.

9.4. Termination with 30-Day Cure Period. Except as otherwise provided in this Article 9, Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure any default within 30 days after delivery of written notice.

9.5. Termination Related to Death or Permanent Incapacity. Franchisor has the right to terminate this Agreement if an approved transfer as required by Section 8.10 is not effected within the designated time frame following a death or permanent incapacity (mental or physical).

9.6. Cross-Default. Any default under any agreement between you and Franchisor or its Affiliates, which you fail to cure within any applicable cure period, shall be considered a default under this Agreement and shall provide an independent basis for termination of this Agreement.

9.7. Additional Remedies. If you are in Default of this Agreement, Franchisor may, in its sole discretion, elect to reduce the number of Shops which you may establish pursuant to the Development Schedule. If Franchisor elects to exercise this remedy as set forth above, you agree to continue to develop Shops in accordance with your rights and obligations under this Agreement, as modified. Franchisor's exercise of its remedy under this Section 9.7 shall not constitute a waiver by Franchisor to exercise Franchisor's option to terminate this Agreement at any time with respect to a subsequent event of default of a similar or different nature.

## **10. COVENANTS**

10.1. Non-Competition During Term of Agreement. You and each Owner acknowledge that you and each Owner will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques, and trade secrets of Franchisor and the System. You and each Owner covenant and agree that during the term of this Agreement, except as otherwise approved in writing by Franchisor, you and, if applicable, such Owner(s), shall not, either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, or legal entity:

10.1.1. Divert or attempt to divert any present or prospective customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

10.1.2. Employ or seek to employ any person who is or has been within the previous 30 days employed by Franchisor or an Affiliate of Franchisor as a salaried managerial employee, or otherwise directly or indirectly induce such person to leave his or her employment.

10.1.3. Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business at any location within the United States, its territories or commonwealths, or any other country, province, state, or geographic area in which Franchisor or its Affiliates have used, sought registration of, or registered, the Marks or similar marks, or operate or license others to operate a business under the Marks or similar marks.

10.2. Non-Competition After Expiration or Termination of Agreement. For a continuous two-year period commencing upon a transfer permitted under Article 8 of this Agreement, expiration of this Agreement (without renewal), or termination of this Agreement (regardless of the cause for termination), you shall not either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any Competitive Business, other than an EGG ON A

ROLL Shop operated pursuant to a then-currently effective Franchise Agreement with Franchisor, and is, or is intended to be, located **(a)** within the Development Area; **(b)** within 25 miles from the perimeter of the Development Area; or **(c)** within a 25-mile radius of any other EGG ON A ROLL Shop in existence or under development at the time of such expiration, termination or transfer. If any Owner ceases to be an Owner of the Developer for any reason during the Term, the foregoing covenant shall apply to the departing Owner for a two-year period beginning on the date such person ceases to meet the definition of an Owner. This two-year period shall be tolled during any period of noncompliance.

10.3. Additional Provisions. The parties acknowledge and agree that Franchisor has the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 10.1 and 10.2, or any portion thereof, without your consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected party; and you and each Owner agree that such person shall comply forthwith with any covenant as so modified, which shall be fully enforceable. You and each Owner expressly agree that the existence of any claims you may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article 10. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article 10.

10.4. Breach of Covenants Causes Irreparable Injury. You acknowledge that your violation of any covenant of this Article 10 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and you consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an *ex parte* or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

10.5. Exception for Publicly Held Companies. The foregoing restrictions shall not apply to your ownership or any Owner's ownership of less than a 5% beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

## 11. REPRESENTATIONS

11.1. Representations of Franchisor. Franchisor represents that **(a)** Franchisor is duly organized and validly existing under the law of the state of its formation; **(b)** Franchisor is duly qualified and authorized to do business in each jurisdiction in which its business activities or the nature of the properties it owns requires such qualification; and **(c)** the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within Franchisor's written limited liability company agreement and have been duly authorized.

### 11.2. Representations of Developer.

11.2.1. If you are a Business Entity, you represent that the information set forth in Attachment C, incorporated by reference hereto, is accurate and complete in all material respects. You shall notify Franchisor in writing within ten days of any change in the information set forth in Attachment C. You further represent to Franchisor that **(a)** you are duly organized and validly existing under the law of the state of your formation (if you are a Business Entity); **(b)** you are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties you own require such qualification; **(c)** your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the development and operation of the Franchised Business (if you are a Business Entity); **(d)** neither you nor any of your Affiliates or Owners own, operate, or have any financial or beneficial interest in any Competitive Business; and **(e)** the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within your corporate power, or if you are a partnership or a limited liability company, are permitted under its written partnership or limited liability company agreement and have been duly authorized (if you are a Business Entity).

11.2.2. You acknowledge that you have conducted an independent investigation of the proposed franchise and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent on your ability as an independent businessperson.

11.2.3. You represent to Franchisor that neither Franchisor nor its agents or representations have made any representations, and you have not relied on representations made by Franchisor or its agents or representatives, concerning actual or potential sales, expenses, or profit of an EGG ON A ROLL Shop, except for information that may have been contained in Item 19 of the Franchise Disclosure Document delivered to you in connection with your purchase of an EGG ON A ROLL franchise.

11.2.4. You acknowledge that you have received a complete copy of Franchisor's Franchise Disclosure Document at least 14 calendar days before you signed this Agreement or paid any consideration to Franchisor for your franchise rights.

11.2.5. You acknowledge that you have read and that you understand the terms of this Agreement and its attachments, and that you have had ample time and opportunity to consult with an attorney or business advisor of your choice about the potential risks and benefits of entering into this Agreement.

11.2.6. You represent that neither your property nor any interest in your property, nor the property of any of your Owners, officers, directors, managers, partners, agents or employees, or their respective interests therein, have been blocked pursuant to Executive Order 13224 of September 23, 2001, pertaining to persons who commit, threaten to commit, or support terrorism ("**Blocked Persons**"). You represent to Franchisor that you will not accept money from or employ any Blocked Person.

## 12. NOTICES

12.1. Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail; by private overnight delivery; or by facsimile or other electronic system. Service shall be deemed conclusively made: *(a)* at the time of service, if personally served; *(b)* 24 hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; *(c)* upon the earlier of actual receipt or three calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; *(d)* 24 hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and *(e)* at the time of transmission by facsimile or other electronic transmission, if such transmission occurs prior to 5:00 p.m. Eastern Time on a Business Day and a copy of such notice is mailed within 24 hours after the transmission. Notices and demands shall be given to the respective parties at the addresses set forth on the Summary Pages, unless and until a different address has been designated by written notice to the other party. Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party.

## 13. CONSTRUCTION

13.1. Entire Agreement. This Agreement represents the entire fully integrated agreement between the parties concerning the subject matter hereof, and supersedes all other negotiations, agreements, representations, and covenants, oral or written. However, nothing in this Agreement is intended to disclaim or require you to waive reliance on any representation made in the Franchise Disclosure Document that was delivered to you in connection with your purchase of an EGG ON A ROLL franchise.

13.2. No Waiver. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless the same is made in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

13.3. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

13.4. Survival of Terms. Any provision or covenant of this Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination.

13.5. Definitions and Captions. Unless otherwise defined in this body of this Agreement, capitalized terms have the meaning ascribed to them in Attachment A (“**Glossary of Additional Terms**”). All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

13.6. Persons Bound. This Agreement shall be binding on the parties and their respective successors and assigns. As applicable, each Owner shall execute the Guaranty and Personal Undertaking attached as Attachment D. Failure or refusal to do so shall constitute a breach of this Agreement. You and each Owner shall be joint and severally liable for each person’s obligations hereunder and under the applicable Guaranty and Personal Undertaking.

13.7. Rules of Construction. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

13.8. Timing. Time is of the essence with respect to all provisions in this Agreement. Notwithstanding the foregoing, if performance of either party is delayed on account of a Force Majeure, the applicable deadline for performance shall be extended for a period commensurate with the Force Majeure, but not to exceed 12 months.

13.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

#### **14. APPLICABLE LAW; DISPUTE RESOLUTION**

14.1. Choice of Law. This Agreement and all claims arising out of or related to this Agreement or the parties’ relationship created hereby shall be construed under and governed by the laws of the State of South Dakota (without giving effect to any conflict of laws).

14.2. Dispute Resolution.

14.2.1. The parties will first attempt to resolve by negotiation any dispute between them (a “Dispute”). Either party may begin the negotiation process by delivering to the other party a written “Request for Dispute Resolution,” describing the nature of the dispute.

14.2.2. Any Dispute that is not resolved by negotiation within 10 days after delivery of the Request for Dispute Resolution shall be submitted to mediation. Mediation shall be initiated by either party’s delivery to the other party of a written Request for Mediation pursuant to the terms of subsection 19.2.3 through 19.2.5., below.

14.2.3. The mediation shall be conducted by a mediator agreed upon by Franchisor and you and, failing such agreement within not more than 15 days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association or any successor organization (“AAA”) in accordance with its rules governing mediation. Mediation shall be held at the offices of the AAA in the city in which Franchisor maintains its principal place of business at the time mediation is initiated. The costs and expenses of mediation paid to the AAA or to the mediator will be paid equally by the parties. All other

mediation-related expenses, including but not limited to, attorneys' fees and travel expenses, will be paid by the party that incurred such expense.

14.2.4. If the parties are unable to resolve the claim, controversy, or dispute within 90 days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to Section 14.3. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

14.2.5. Notwithstanding the foregoing provisions of this Section 14.2, the parties' agreement to mediate shall not apply to controversies, disputes, or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, your or any Owner's misuse or infringement of the Marks, your or any Owner's misuse of Franchisor's Confidential Information, or your or any Owner's violation of their non-competition obligations. Moreover, regardless of this mediation agreement, Franchisor and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

### 14.3. Arbitration.

14.3.1. Any dispute, controversy, or claim between the parties or their respective Affiliates or Owners, including without limitation, claims arising out of or relating to this Agreement and the relationships created hereby that are not resolved during the mediation process described in Section 14.2, must be resolved by arbitration. The arbitration must be administered in accordance with the Commercial Rules of the AAA. The Arbitrator must be a person experienced in food service franchising or franchise law who has no prior business or professional relationship with either party. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) ("FAA"). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction, and the arbitrator must state in writing the reasoning upon which the award is based. The costs and expenses of arbitration paid to the AAA or to the arbitrator will be paid equally by the parties. All other arbitration-related expenses, including but not limited to, attorneys' fees and travel expenses, will be paid by the party that incurred such expense.

14.3.2. Arbitration will be conducted in the city in which Franchisor maintains its principal business offices at the time of the arbitration. Arbitration will be conducted on an individual, not a class-wide, basis and an arbitration proceeding between the parties and their respective Owners, officers, directors, agents, and/or employees may not be consolidated with any other arbitration proceeding between Franchisor and any other person. The arbitrator has no power or authority to award punitive damages.

14.3.3. Any disputes concerning the enforceability or scope of this arbitration provision must be resolved pursuant to the FAA, and the parties agree that the FAA preempts any state law restrictions (including the site of the arbitration) on the enforcement of this arbitration provision.

14.3.4. If you institute any claim subject to this arbitration proceeding in any court, and Franchisor succeeds in a motion to compel arbitration of the claim, you must reimburse Franchisor its reasonable attorneys' fees and costs in defending the action and in its motion to compel arbitration.

14.3.5. Notwithstanding the foregoing provisions of this Section 14.3, the parties' agreement to arbitrate will not apply to controversies, disputes, or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, your or any Owner's misuse or infringement of the Marks, or your or any Owner's misuse of Franchisor's Confidential Information, or your or any Owner's violation of their non-competition obligations. Moreover, regardless of this arbitration agreement, Franchisor and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction. You and your Owners irrevocably consent to personal jurisdiction in the state and federal courts located in the county in which Franchisor maintains its principal place of business for this purpose.

14.4. Venue. Without limiting the generality of the arbitration provision, the parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought and maintained exclusively in the state or federal court serving the judicial district in which Franchisor maintains its principal place of business at the time the action is initiated, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Notwithstanding the foregoing, Franchisor shall have the right to seek injunctive relief from any court of competent jurisdiction.

14.5. Nonexclusivity of Remedy. No right or remedy conferred upon or reserved to Franchisor or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

14.6. WAIVER OF JURY TRIAL. FRANCHISOR AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

14.7. WAIVER OF PUNITIVE DAMAGES. YOU HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE FRANCHISOR AND AGREE THAT IN THE EVENT OF A DISPUTE WITH FRANCHISOR YOU SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

14.8. No Class Action. The parties agree that any claims will be adjudicated solely on an individual bases, and they voluntarily, knowingly, and intelligently waive any right they may have to bring or otherwise participate with other persons in any class, collective, or consolidated action or representative action under any federal, state, or local law or statute to the fullest extent permitted by law.

14.9. Contractual Limitations Period. No legal action or proceeding may be brought against Franchisor or its officers, directors, agents, or employees, for any claim or cause of action (whether sounding in contract, tort, or otherwise) unless such action or proceeding is instituted within one year and one day from the date the claim or cause of action accrued. This provision is intended to shorten any applicable statute of limitations to the extent permitted by law.

14.10. Attorneys' Fees. If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Agreement to be effective on the Effective Date set forth above.

**FRANCHISOR:**  
**EGG ON A ROLL FRANCHISING, LLC**  
a South Dakota limited liability company

**DEVELOPER:**  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT A**  
**GLOSSARY OF ADDITIONAL TERMS**

“**Affiliate**” means an affiliate of a named person identified as any person or entity that is controlled by, controlling, or under common control with such named person.

“**Business Day**” means each day other than a Saturday, Sunday, U.S. holiday or any other day on which the Federal Reserve is not open for business in the United States.

“**Business Entity**” means any person with the power to enter into contracts, other than a natural person. The term includes a corporation, limited liability company, limited partnership, and trust.

“**Captive Market**” means any facility serving a captive market, including, but not limited to, department stores, supermarkets, shopping malls, amusement parks, airports, train stations, travel plazas, casinos, nightclubs, stores, public facilities, college and school campuses, arenas, stadiums, ballparks, hospitals, office buildings, convention centers, airlines (in-flight service), military bases, and any other mass gathering events or locations, and facilities of any kind for which service rights are contracted to a third party or parties (including, but not limited to, designated road ways and facilities adjacent thereto). As used herein, the term “shopping malls” includes any retail center (enclosed or open), including “outlet malls,” with an aggregate gross leasable area in excess of 350,000 square feet.

“**Competitive Business**” means any business where the sale of egg sandwiches represents more than 10% of such business’s sales, except for a business operated under a valid Franchise Agreement with Franchisor.

“**Confidential Information**” means all trade secrets, and other elements of the System; all customer information; all information contained in the Manuals; Franchisor’s proprietary standards and specifications for product preparation, packaging and service; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Development Agreement or Franchise Agreement, and all other information that Franchisor designates.

“**Controlling Interest**” means: **(a)** if you are a corporation or a limited liability company, that the Owners, either individually or cumulatively **(i)** directly or indirectly own at least 51% of the shares of each class of the developer entity’s issued and outstanding capital stock or membership units, as applicable; and **(ii)** are entitled, under its governing documents and under any agreements among the Owners, to cast a sufficient number of votes to require such entity to take or omit to take any action which such entity is required to take or omit to take under this Agreement; or **(b)** if you are a partnership, that the Owners **(i)** own at least 51% interest in the operating profits and operating losses of the partnership as well as at least 51% ownership interest in the partnership (and at least 51% interest in the shares of each class of capital stock of any corporate general partner); and **(ii)** are entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of any other partner or be able to cast a sufficient number of votes to require the partnership to take or omit to take any action which the partnership is required to take or omit to take under this Agreement. Any interest less than 51% of the corporation, limited liability company, or partnership is a “**Non-Controlling Interest**.”

“**Copyrighted Works**” means works of authorship which are owned by Franchisor and fixed in a tangible medium of expression including, without limitation, the content of the Manual, the design elements of the Marks, Franchisor’s product packaging and advertising and promotional materials, and the content and design of Franchisor’s web site and advertising and promotional materials.

“**Development Period**” means each of the time periods indicated on Attachment B during which you shall have the right and obligation to construct, equip, open, and thereafter continue to operate EGG ON A ROLL Shops.

**“Force Majeure”** means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire, or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which you could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a governmental authority, nor the performance, non-performance or exercise of rights under any agreement with you by any lender, landlord, or other person shall be an event of Force Majeure under this Agreement, except to the extent that such act, failure to act, performance, non-performance, or exercise of rights results from an act which is otherwise an event of Force Majeure. Your financial inability to perform or your insolvency shall not be an event of Force Majeure under this Agreement.

**“Franchise Agreement”** means the form of agreement prescribed by Franchisor and used to grant to you the right to own and operate a single Shop, including all attachments, exhibits, riders, guarantees, or other related instruments, all as amended from time to time.

**“Owner”** means each individual or entity holding a beneficial ownership in the developer entity. It includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a partnership, and the grantor and the trustee of the trust. If any “Owner” is, itself, a partnership or other entity, then the term “Owner” includes each individual or entity holding a beneficial ownership in the partnership or entity; the intent being that the term “Owner” is intended to include all individuals holding a beneficial interest in the franchisee, either directly or indirectly.

**ATTACHMENT B  
DEVELOPMENT SCHEDULE**

The “Development Schedule” is as follows:

<b>Development Period</b>	<b>Expiration Date of Development Period</b>	<b>Cumulative Total Number of Shops which Developer Shall Have Open and in Operation in the Development Area</b>
1		
2		

The “Projected Opening Dates” are as follows:

<b>Shop</b>	<b>Projected Opening Date</b>	<b>Franchise Agreement Execution Date</b>
1		
2		

**INTENDING TO BE LEGALLY BOUND**, the parties hereof have executed this Attachment B effective for all purposes as of the Effective Date.

**FRANCHISOR:**  
**EGG ON A ROLL FRANCHISING, LLC**  
 a South Dakota limited liability company

**DEVELOPER:**  
 \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**ATTACHMENT C  
ENTITY INFORMATION**

If Developer is a Business Entity, you represent that the following information is accurate and complete in all material respects as of \_\_\_\_\_.

- (1) Developer is a \_\_\_\_\_, formed under the laws of the state of \_\_\_\_\_.
- (2) You shall provide to Franchisor concurrently with the execution hereof true and accurate copies of the Developer's formation and governing documents.
- (3) You promptly shall provide such additional information as Franchisor may from time-to-time request concerning all persons who may have any direct or indirect financial interest in the Developer Business Entity.
- (4) The name and address of each of Owner:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

**FRANCHISOR:**  
**EGG ON A ROLL FRANCHISING, LLC**  
 a South Dakota limited liability company

**DEVELOPER:**  
 \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ATTACHMENT D**  
**GUARANTY AND PERSONAL UNDERTAKING**

1. I have read the Development Agreement between EGG ON A ROLL FRANCHISING, LLC (“Franchisor”) and \_\_\_\_\_ (“Developer”).
2. I own a beneficial interest in the Developer and would be considered an “Owner” within the definition contained in Development Agreement.
3. I understand that, were it not for this Guaranty and Personal Undertaking (“Guaranty”), Franchisor would not have agreed to enter into the Development Agreement with the Developer.
4. I will comply with all of the provisions contained in Article 6 of the Development Agreement concerning the use of the Confidential Information. I will maintain the confidentiality of all Confidential Information disclosed to me. I agree to use the Confidential Information only for the purposes authorized under the Development Agreement. I further agree not to disclose any of the Confidential Information, except (a) to the Developer’s employees on a need-to-know basis, (b) to the Developer’s and my legal and tax professionals to the extent necessary for me to meet my legal obligations, and (c) as otherwise may be required by law.
5. I will comply with all of the provisions contained in Article 8 of the Development Agreement concerning the assignment of my Development Agreement.
6. While I am an “Owner” of the Developer and, for a two-year period after I cease to be an Owner (or two years after termination or expiration of the Development Agreement, whichever occurs first), I will not:
  - (a) Divert or attempt to divert any present or prospective customer of an EGG ON A ROLL Shop to any competitor or do anything to harm the goodwill associated with the Marks and the System;
  - (b) Employ or seek to employ any person who is or has been within the previous 30 days employed by Franchisor or an Affiliate of Franchisor as a salaried managerial employee, or induce such person to leave his or her employment; or
  - (c) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business, other than an EGG ON A ROLL Shop operated pursuant to a then-currently effective franchise agreement. This restriction shall apply, while I am an Owner, to any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of, or registered the Marks or similar marks, or operate or license others to operate a business under the Marks or similar marks. It will apply for two years after I cease to be an Owner (or two years after termination or expiration of the Development Agreement, whichever occurs first) to any location that is, or is intended to be, located in the Development Area, within 25 miles from the perimeter of the Development Area, or within a 25-mile radius of any other EGG ON A ROLL Shop in existence or under development at the time I cease being an Owner (or termination or expiration of the Development Agreement, whichever occurs first). This two-year period described in this Section 6(c) will be tolled during any period of my noncompliance.
7. I agree that the provisions contained in Article 14 of the Development Agreement will apply to any dispute arising out of or relating to this Guaranty. If Franchisor brings any legal action to enforce its rights under this Guaranty, I will reimburse Franchisor its reasonable attorneys’ fees and costs.
8. I hereby guarantee the prompt and full payment of all amounts owed by the Developer under the Development Agreement.
9. I will pay all amounts due under this Guaranty within 14 days after receiving notice from Franchisor that the Developer has failed to make the required payment. I understand and agree that Franchisor need not exhaust its remedies against the Developer before seeking recovery from me under this Guaranty.

10. No modification, change, impairment, or suspension of any of Franchisor's rights or remedies shall in any way affect any of my obligations under this Guaranty. If the Developer has pledged other security or if one or more other persons have personally guaranteed performance of the Developer's obligations, I agree that Franchisor's release of such security will not affect my liability under this Guaranty.

11. **I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FRANCHISOR, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE DEVELOPMENT AGREEMENT AND/OR THE PERFORMANCE OF ANY PARTY UNDER THE DEVELOPMENT AGREEMENT.**

12. I understand that Franchisor's rights under this Guaranty shall be in addition to, and not in lieu of, any other rights or remedies available to Franchisor under applicable law.

13. I agree that any notices required to be delivered to me will be deemed delivered at the time delivered by hand; one Business Day after electronically confirmed transmission by facsimile or other electronic system; one Business Day after delivery by Express Mail or other recognized, reputable overnight courier; or three Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the address identified on the signature line below. I may change this address only by delivering to Franchisor written notice of the change.

Executed on the date set forth below:

**GUARANTOR**

Dated: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address for notices: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT E**  
**STATE SPECIFIC AMENDMENTS**  
**EGG ON A ROLL FRANCHISING, LLC**  
**MINNESOTA AMENDMENT TO THE AREA DEVELOPMENT AGREEMENT**

**This MINNESOTA AMENDMENT** (the “**Amendment**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), between **Egg on a Roll Franchising, LLC**, a South Dakota limited liability company, with its principal mailing address at 140 N. Phillips Avenue, Ste. 103, Sioux Falls, South Dakota 57104 (“**Franchisor**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**Developer**”).

1. Section 3.2 (Initial Fees) of the Area Development Agreement is amended by the following:

Based upon the franchisor’s financial condition, Minnesota has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisee opens for business under the franchise agreement.

2. Under the Minnesota Statute 604.113, NSF checks are governed by Minnesota, which puts a cap of \$30 on service charges.

3. Background. Franchisor and Developer are parties to that certain Area Development Agreement that has been signed concurrently with the signing of this Amendment (the “**Development Agreement**”). This Amendment is annexed to and forms part of the Development Agreement. This Amendment is being signed because (a) the EGG ON A ROLL franchise that Developer will operate under the Development Agreement will be located in Minnesota; and/or (b) any of the franchise offering or sales activity with respect to the Development Agreement occurred in Minnesota.

4. Minnesota Law. The following paragraphs are added to the end of the Development Agreement:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a Developer be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Development Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

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

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

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Agreement to be effective on the Effective Date set forth above.

**FRANCHISOR**  
**EGG ON A ROLL FRANCHISING, LLC**

**DEVELOPER**  
\_\_\_\_\_

a South Dakota limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EGG ON A ROLL FRANCHISING, LLC**  
**NORTH DAKOTA AMENDMENT TO THE AREA DEVELOPMENT AGREEMENT**

In recognition of the requirements of the North Dakota law, including the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, Egg on a Roll Franchising, LLC (“**Franchisor**”) and \_\_\_\_\_ (“**Developer**”), hereby amend the Area Development Agreement between them dated \_\_\_\_\_ (the “**Development Agreement**”) as follows:

1. The following provision is added to the end of the Development Agreement as new Article 15:
  - A. Restrictive Covenants: All covenants restricting competition are subject to Section 9-08-06, N.D.C.C. which currently provides that a contract by which anyone is restrained from exercising a lawful profession, trade, or business of any kind is to that extent void, with limited exceptions.
  - B. Situs of Arbitration Proceedings: Any provision requiring that the parties agree to mediate or arbitrate disputes at a location that is remote from the site of the franchisee's business is void, subject to the possible application of the Federal Arbitration Act, 9 US Code §§1–14.
  - C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota is void.
  - D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties is void.
  - E. Applicable Laws: Any provision specifying that the franchise agreement is to be governed by the laws of a state other than North Dakota is void to the extent that it would deprive Franchisee, if Franchisee is a North Dakota resident, of any substantive rights intended to be afforded to North Dakota residents.
  - F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury is void.
  - G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages is void.
  - H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal of a franchise is void.
2. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17 applicable to the provisions are met independently without reference to this Amendment.
3. All other provisions of the Development Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment, intending for it be effective on the “Effective Date” identified in the Development Agreement.

**FRANCHISOR**  
**EGG ON A ROLL FRANCHISING, LLC**  
a South Dakota limited liability company

**DEVELOPER**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EGG ON A ROLL HOLDCO, LLC**  
**SOUTH DAKOTA AMENDMENT TO THE AREA DEVELOPMENT AGREEMENT**

**This SOUTH DAKOTA AMENDMENT** (the “**Amendment**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), between **Egg on a Roll Holdco, LLC**, a South Dakota limited liability company, with its principal mailing address at 140 N. Phillips Avenue, Ste. 103, Sioux Falls, South Dakota 57104 (“**Franchisor**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**Developer**”).

1. **Background.** Franchisor and Developer are parties to that certain Area Development Agreement that has been signed concurrently with the signing of this Amendment (the “**Development Agreement**”). This Amendment is annexed to and forms part of the Development Agreement. This Amendment is being signed because (a) the EGG ON A ROLL franchise that Developer will operate under the Development Agreement will be located in South Dakota; and/or (b) any of the franchise offering or sales activity with respect to the Development Agreement occurred in South Dakota.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Agreement to be effective on the Effective Date set forth above.

**FRANCHISOR**  
**EGG ON A ROLL FRANCHISING, LLC**  
a South Dakota limited liability company

**DEVELOPER**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**  
**EGG ON A ROLL**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**FRANCHISE AGREEMENT**

**EGG ON A ROLL  
FRANCHISE AGREEMENT**

**FRANCHISE AGREEMENT**

**SUMMARY PAGES**

**EFFECTIVE DATE:** \_\_\_\_\_

**EXPIRATION DATE:** \_\_\_\_\_

**FRANCHISEE(S):** \_\_\_\_\_

**ADDRESS FOR NOTICES:** \_\_\_\_\_

**OPERATIONS MANAGER:** \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SITE SELECTION AREA:** \_\_\_\_\_

**INITIAL FRANCHISE FEE:** \$ \_\_\_\_\_

**SITE DEVELOPMENT FEE:** \$15,000, payable as follows: \$7,500 when the site selection process begins, and \$7,500 upon execution of a lease for the Store premises

**ROYALTY FEE:** 6% of Gross Revenues

**BRAND DEVELOPMENT FUND CONTRIBUTION:** An amount we designate periodically, not to exceed 1% of Gross Revenue

**LOCAL MARKETING EXPENDITURE:** 2% of Gross Revenues

**GRAND OPENING ADVERTISING:** \$5,000

**RENEWAL FEE:** An amount equal to 50% of the then-current initial franchise fee generally charged to new EGG ON A ROLL franchisees

**TRANSFER FEE:** \$1,500 (Convenience of Ownership, Section 12.2)  
\$2,500, plus reimbursement of Franchisor’s cost in facilitating the transfer (including reasonable attorneys’ fees) (Non-Controlling Interest, Section 12.3)

An amount equal to the standard initial franchise fee being charged to new franchisees. (Section 12.4)

**FRANCHISOR**

**ADDRESS FOR NOTICES:** EGG ON A ROLL FRANCHISING, LLC  
140 North Phillips Avenue, Suite 103  
Sioux Falls, South Dakota 57104  
[franchise@eggonaroll.com](mailto:franchise@eggonaroll.com)

\_\_\_\_\_  
Franchisor Initial

\_\_\_\_\_  
Franchisee Initial

**FRANCHISE AGREEMENT  
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**EGG ON A ROLL  
FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT (“Agreement”)** is made and entered into as of the Effective Date reflected in the Summary Pages (“**Effective Date**”) by and between EGG ON A ROLL FRANCHISING, LLC, a South Dakota limited liability company (“**Franchisor**”), and the franchisee identified in the Summary Pages (“**you**”).

A. Franchisor has acquired the license to use and to sublicense the use of a distinctive business format and system relating to the establishment and operation of a shop featuring egg sandwiches, under the name EGG ON A ROLL. (“**System**”).

B. The distinguishing characteristics of the System include, without limitation, distinctive interior and exterior design, decor, color scheme, graphics, fixtures and furnishings, Franchisor’s proprietary recipes, procedures for preparing, packaging, and serving menu items, operation and customer service standards and procedures, advertising and marketing specifications and requirements, and other standards, specifications, techniques, and procedures that Franchisor designates for developing, operating, managing, and promoting an EGG ON A ROLL Shop, all of which Franchisor may change, improve, and further develop (collectively, “**Standards**”).

C. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark EGG ON A ROLL and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use in connection with the System (“**Marks**”).

D. You desire to enter into the business of operating a Shop under the System and Marks (“**Shop**”) and Franchisor desires to grant you such rights, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration for the mutual promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. GRANT**

1.1. Grant. Franchisor hereby grants you the right to operate an EGG ON A ROLL Shop at the franchised location identified (or to be identified) in Attachment B (“**Franchised Location**”), to provide delivery and off-site catering services in accordance with the Standards (which may include distance or area restrictions), and to use the Marks for the purposes contemplated under this Agreement (the “**Franchised Business**”). You shall continuously operate the business according to the terms of this Agreement for throughout the term hereof. You shall offer delivery services and participate in the third-party delivery system(s) that Franchisor designates (and no others) on the terms that Franchisor has negotiated with the third-party provider. You shall provide off-site catering services in accordance with Franchisor’s policies and procedures, which may include fulfilling catering orders placed online through a centralized catering platform that Franchisor may establish. You have the right to advertise and market outside your Protected Area but may not engage in geo-targeted marketing inside another franchisee’s Protected Area. You may not sublicense the use of the System or Marks. You may not co-brand with another business, or offer products from temporary or permanent satellite locations, including carts, kiosks, or mobile trucks, without Franchisor’s prior written consent. You may not distribute EGG ON A ROLL products through wholesale channels, such as supermarkets, convenience stores or other retailers, or sell services or products through third-party food service providers.

1.2. Protected Area. During the Term, Franchisor will not operate or grant anyone else the right to operate an EGG ON A ROLL Shop within the Protected Area with one exception: in the event of Franchisor’s merger with, acquisition by, or acquisition of, a company with existing retail businesses selling breakfast items, those businesses may be converted to EGG ON A ROLL Shops even if they are located in your Protected Area. Franchisor also has the right to own and operate and grant others the right to operate

businesses that sell similar products under a different trademark, and to distribute pre-packaged foods and other products and services identified by the EGG ON A ROLL trademarks or other trademarks through other distribution channels including supermarkets, convenience stores, and online ordering system, inside and outside of your Protected Area. Franchisor reserves to itself all rights not expressly granted to you under this Agreement.

1.2.1. A Delivery Area will be determined by Franchisor and will be described in Attachment A to this Agreement. You may not provide delivery service to any location outside of the Delivery Area unless you first obtain the prior written consent of Franchisor to do so, which consent Franchisor may revoke at any time. During the term of this Agreement, Franchisor may revise your Delivery Area based on changes in Franchisor's policies and procedures on delivery, changes in market conditions or demographics, or the existence of new EGG ON A ROLL Shops. You shall not conduct targeted marketings to promote the Franchised Business within the Delivery Area of another EGG ON A ROLL franchisee. "Targeted Marketing" shall include all forms of advertising and promotion for customers which can reasonably be restricted to an address, including but not limited to, direct mailings, door leaflets, telephone solicitation, and localized signs.

## 2. TERM

2.1. Term. The "Term" of this Agreement begins on the Effective Date and expires on the Expiration Date.

2.2. Renewal. You may renew the franchise granted by this Agreement for two consecutive five-year periods if, at the end of each term, each of the following conditions has been satisfied: *(a)* you have notified Franchisor of your intent to renew the franchise no less than 12 months and no more than 24 months before the then-current term expiration date; *(b)* you are not in default of any material provision of this Agreement and you have complied with the materials terms and conditions of this Agreement throughout the term; *(c)* you have satisfied all monetary obligations owed to Franchisor, its Affiliates and third party suppliers; *(d)* you have renovated and refurbished the Shop premises so that they reflect Franchisor's then-current image, trade dress, equipment, and furnishings requirements; *(e)* you have the right to remain in possession of the Shop premises, or have secured an alternate site with Franchisor's prior approval, and have provided Franchisor with a copy of your lease, including any exhibits, attachments, or amendments thereto and containing the Lease Rider attached to this Agreement as Attachment F (if you do not own the Franchised Location); *(f)* you comply with the then-current qualifications and training requirements; *(g)* you sign Franchisor's then-current form of franchise agreement, the terms of which may be materially different than the terms of this Agreement, and each Owner executes a guaranty and personal undertaking in the form Franchisor prescribes; *(h)* you and each Owner sign a general and full release in favor of Franchisor and its Affiliates, and their respective, officers, directors, shareholders, members, managers, employees, and agents, of any claims arising out of or related to the franchise relationship including the offer and sale of the EGG ON A ROLL franchise opportunity; and *(i)* you have paid the Franchisor the Renewal Fee, in the amount specified in the Summary Pages.

2.3. Operation after Expiration of Term. If this Agreement expires and you continue to operate the EGG ON A ROLL Shop after expiration, Franchisor may, at its option declare you to be holding over. In such event, the terms of this Agreement will govern the parties' relationship, provided that: *(a)* either party may terminate the relationship at any time during the holdover period, for any reason or for no reason, by delivering to the other party written notice of termination; and *(b)* the Royalty Fees due and payable during such holdover period shall be 150% of the Royalty Fees due and payable under this Agreement.

## 3. SITE SELECTION, CONSTRUCTION; RESTAURANT LOCATION

3.1. Site Selection. You must identify and acquire a site for the Shop within nine months after the Effective Date of this Agreement. The site must be located within the Site Selection Area identified in the Summary Pages, must meet Franchisor's then-current site selection criteria, and must otherwise be mutually

acceptable to you and to Franchisor. Franchisor shall provide such development support as Franchisor deems appropriate in its sole discretion, which assistance may include making available to you the services of an internal development management team or a designated third-party tenant representative consulting firm. If required, you must use the services of a designated tenant representative consulting firm and pay any fees imposed by the firm. Although Franchisor or its tenant representative may propose or recommend sites for your consideration, you understand that ultimate site selection is solely your choice and your responsibility.

3.2. **Franchise Site Application.** For each proposed site that you identify, you must deliver to Franchisor a completed franchise site application in a form Franchisor prescribes, including such information about the site as Franchisor may reasonably request to perform its evaluation. This information may include, among other things, a description of the proposed site, demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price, rental obligations, and other lease terms for the proposed site) and the size, appearance, other physical characteristics, and a site plan of the premises. Franchisor will permit or refuse to permit development of the Shop at the proposed site within ten days after the receipt of these documents and any additional information as Franchisor may reasonably require. Franchisor's failure to provide notification within this time period shall not be considered permission. **The parties acknowledge and agree that Franchisor's permission to develop the Shop at a particular site is not an assurance that the Shop will achieve a certain sales volume or level of profitability; it means only that the proposed site meets Franchisor's minimum criteria for an EGG ON A ROLL Shop.**

3.3. **Lease.** If you will occupy the Franchised Location under a lease with a third-party landlord, Franchisor has the right to approve the lease terms, and the lease shall not be signed until it has been reviewed and approved by Franchisor. Franchisor shall provide such lease negotiation support as it deems appropriate in its sole discretion. **The parties acknowledge and agree that Franchisor's support and assistance with lease negotiations and/or its approval of a lease does not mean that the economic terms of the lease are favorable; it means only that the lease contains the lease terms that Franchisor requires.** The lease also must contain the terms reflected in Attachment F, including Franchisor's option to assume the lease in the event of expiration or termination of this Agreement. The provisions of this Section 3.3 shall apply to any and all amendments to such lease and any and all subsequent leases and lease renewal agreements. You shall provide to Franchisor a true and correct copy of all leases and amendments, if any, within ten days after the execution of such lease or amendment.

3.4. **Shop Design and Build-out.** You shall follow Franchisor's procedures for Shop construction and build-out, shall construct and build out the Shop according to Franchisor's standards and specifications for design, decor and layout, and shall equip the Shop according to Franchisor's requirements for fixtures, furnishings, equipment, interior and exterior signage, artwork and graphics, and awnings. Franchisor shall provide assistance, as it deems appropriate in its sole discretion, with design and architectural coordination, permitting coordination, and project management of the construction process. You are solely responsible for obtaining all government approvals, zoning classifications, permits, and clearances related to the Shop and for complying with applicable requirements of the Americans with Disabilities Amendments Act. During construction, you must maintain general liability and property damage insurance of the type and with the limits Franchisor requires, protecting you, Franchisor, and its Affiliates, and their respective partners, shareholders, directors, agents, and employees. Such policy or policies shall be written by a responsible insurer or insurers acceptable to Franchisor and shall contain a waiver of subrogation in favor of Franchisor and its Affiliates, and their respective partners, shareholders, directors, agents, and employees. You shall notify Franchisor in writing when construction begins, and thereafter shall provide a monthly progress report. Franchisor and its designees have the right to inspect the site at all reasonable times.

3.5. **Opening.** When a site is identified, the parties will mutually agree on an opening date (“**Opening Date**”), which will be no later than one year after the Effective Date. You must cause the Shop to open for business by the Opening Date, but may open for business only with Franchisor’s prior written permission, which will be granted only if: **(a)** all amounts due Franchisor under this Agreement have been paid; **(b)** the Shop has been constructed and equipped according to Franchisor’s standards and specifications; **(c)** all of your pre-opening and training obligations have been satisfied; **(d)** Franchisor has received from you a signed ACH Authorization (Attachment E); **(e)** Franchisor has received from you a fully executed copy of your Shop lease containing the mandatory lease terms described in Attachment F; **(f)** Franchisor has received from you certificates of insurance as required by Article 11; and **(g)** you are otherwise in good standing under this Agreement.

3.6. **Relocation.** You may relocate the Shop only with Franchisor’s prior written consent. Franchisor will grant its consent if your lease expires or terminates through no fault of yours, or if the Shop premises is destroyed or materially damaged by fire, flood, or other natural catastrophe (“**Innocent Loss or Casualty**”) and you are not in default of this Agreement or any other agreement between you and Franchisor. Selection of the relocation site and Shop construction, renovation, and opening shall be governed by this Article 3; provided that if the relocation occurred as a result of the loss of an Innocent Loss or Casualty, the Shop must be open for business at the new location within six months of closing at the previous location and if the relocation occurred for any other reason, the Shop must be open for business at the new location within five days of closing at the previous location and you must pay Franchisor a Relocation Fee equal to \$5,000. Franchisor may, in its sole discretion, assist you in the site transfer and may offer assistance in, but is not limited to, coordinating suppliers for the new location, and marketing planning assistance. You are solely responsible for all relocation costs and expenses. If Franchisor provides any assistance, you must reimburse Franchisor, upon demand, for all out-of-pocket costs that it incurs in connection with providing such assistance.

#### 4. FEES

4.1. **Initial Franchise Fee.** Upon execution of this Agreement, you shall pay Franchisor an Initial Franchise Fee in the amount specified in the Summary Pages, which is fully earned and nonrefundable upon payment.

4.2. **Site Development Fee.** In consideration for the site selection and development assistance described in Article 3, above, you will pay to Franchisor a Site Development Fee in the amount and according to the payment terms specified in the Summary Pages.

4.3. **Royalty Fees.** During the Term of this Agreement, you shall pay to Franchisor a nonrefundable and continuing Royalty Fee in the amount specified in the Summary Pages for the right to use the System and the Marks.

4.4. **Technology Fee.** The parties acknowledge and agree that the technological environment is rapidly changing and that it is difficult to anticipate the cost of developing, acquiring, implementing, and licensing Internet and communications technologies that may benefit franchisees of the System. Accordingly, in addition to the Royalty Fee, Franchisor reserves the right to impose a Technology Fee in an amount determined by Franchisor, but which shall not exceed a defined amount in any calendar year (“**Technology Fee Cap**”). For calendar year in which this Agreement became effective, the Technology Fee Cap is \$1,000 per month. The Technology Fee Cap shall increase automatically each calendar year by an amount not to exceed 10% of the prior year’s Technology Fee Cap. You agree to pay the Technology Fee according to the terms prescribed by Franchisor.

4.5. **Advances, Purchases, and Reimbursements.** In addition to all other payments provided in this Agreement, you shall pay Franchisor and its Affiliates promptly when due all amounts advanced by Franchisor or which Franchisor has paid, or for which it has become obligated to pay on your behalf for any reason whatsoever; and shall pay all amounts due to Franchisor, its Affiliates, or third-party suppliers,

for the purchase of products, supplies or services relating to the Franchised Business. If Franchisor or an Affiliate of Franchisor elects to compensate a customer for a negative experience according to Section 6.1(f), you must reimburse the amount of the payment.

4.6. No Set-off Rights. You may not set-off, deduct, or otherwise withhold any fees or other amounts due Franchisor under this Agreement on grounds of alleged nonperformance by Franchisor of any of its obligations or for any other reason. Withholding payment of Royalty Fees, or any other amounts due Franchisor is a material breach of this Agreement.

4.7. Accounting Period. Franchisor has the right to define applicable accounting periods, for purposes of calculating and paying amounts due under this Agreement. Each period, which may be defined in terms of days, weeks, or months, in Franchisor's sole discretion, will be considered an "**Accounting Period**" for all purposes under this Agreement. Franchisor has the right to change or modify the definition of an Accounting Period, in its discretion, for the entire EGG ON A ROLL franchise system, generally, or for you, individually, if you fail to comply with this Agreement. Franchisor shall provide you at least 30 days advance written notice of any change in Accounting Period affecting the EGG ON A ROLL franchise system, or at least 30 days advance written notice of any change in Accounting Period affecting you, individually, based on your noncompliance under this Agreement. You shall make all changes necessary to conform to such change or modification.

4.8. Payment Terms and Procedures. All payments required by this Agreement shall be paid within the time Franchisor specifies ("**Due Date**"). If the Due Date is not a Business Day, then payment shall be due on the next Business Day. Franchisor may determine the amount of the Royalty Fee, Advertising Fee, and other amounts due under this Agreement by accessing and retrieving Gross Revenues data from your computer system, as permitted by Article 10. On each Due Date, Franchisor may transfer from your commercial bank operating account ("**Account**") the fees due and owing. If you have not reported Gross Revenues for any reporting period, or if Franchisor determines that you have underreported Gross Revenues, Franchisor also has the right to transfer from the Account, at its option, an estimated Royalty Fee, and Advertising Fee, which estimate shall be based on prior amounts until sufficient documentation exists to prepare an accurate reconciliation. Any underpayments will bear interest according to Section 4.10, below. Any overpayment will be credited against future payments due under this Agreement.

4.9. Electronic Fund Transfer. You shall participate in Franchisor's then-current electronic funds transfer program. To this end, you shall: **(a)** comply with Franchisor's procedures, as specified in the Manual, or otherwise in writing; **(b)** perform those acts and sign and deliver those documents as may be necessary to accomplish payment by electronic funds transfer as described in this Section 4.9; **(c)** execute and deliver to Franchisor a form authorizing Franchisor to collect the Royalty Fee, and all other amounts due under this Agreement; and **(d)** make sufficient funds available in the Account for withdrawal by electronic funds transfer no later than the Due Date for payment thereof. Notwithstanding the provisions of this Article 4, Franchisor reserves the right to modify, at its option, the method by which you pay the Royalty Fee, and other amounts owed under this Agreement upon receipt of written notice by Franchisor. Your failure to have sufficient funds in the Account is a material breach of this Agreement.

4.10. Interest; Nonsufficient Funds Charge. Any payments not received by Franchisor by the Due Date will accrue interest at the rate of 18% per annum or the highest lawful interest rate permitted by the jurisdiction in which the Shop operates, whichever is less. If any check, draft, electronic or otherwise, is returned for insufficient funds, you shall pay to Franchisor a nonsufficient funds charge in the amount of \$100 (which may be increased each year by an amount not to exceed 10% of the then-current amount) and reimburse Franchisor for all expenses that it incurs on account of such nonsufficient funds.

4.11. Partial Payments; Application of Payments. If you pay less than the amount due, your payment will be considered a partial payment on account. Franchisor may accept such payment as a partial payment, irrespective of any endorsement or other statement that the payment constitutes full payment. Franchisor's acceptance of such partial payment will not be considered a waiver of any of its right to demand or receive

full payment, and you hereby waive any estoppel defense in this regard. Franchisor may apply your payments to any indebtedness, in its sole and reasonable discretion, regardless of any designation that accompanies the payment.

4.12. Payment of Taxes. If any tax is imposed on payment owed to Franchisor (other than a tax imposed on Franchisor's net income), then you shall be responsible and shall pay the tax in addition to your payment obligation, the intent being that Franchisor shall receive all payments in full, as if no such tax had been imposed.

## **5. TRAINING AND ASSISTANCE**

5.1. Initial Training. Before you may open the Shop for business, Franchisor will provide, and your General Manager must attend and complete to Franchisor's satisfaction Franchisor's initial training program. The initial training program will take place at the Shop and at time that Franchisor designates. Up to three individuals, including your General Manager, may attend Franchisor's initial training program without charge. At your request, Franchisor may permit three additional individuals to attend the same training program, subject to space availability and payment of a reasonable tuition. You are responsible for all costs and expenses of complying with Franchisor's training requirements including, without limitation, salary costs for all of your employees who participate in the training. You shall reimburse Franchisor its out-of-pocket costs that Franchisor incurs in connection with providing initial training at the Shop, including travel, lodging, and dining costs for the individual(s) providing such assistance.

5.2. Shop Opening Assistance. At your request, or if Franchisor deems necessary, Franchisor shall provide additional on-site training or opening assistance, subject to availability of personnel. In such event, Franchisor has the right to charge (and you agree to pay) its then-current per diem fee per individual providing such training or assistance per day, and you must reimburse Franchisor for all out-of-pocket costs that it incurs in connection with providing such additional training or assistance, including travel, lodging, and dining costs for the individual(s) providing such assistance.

5.3. Pre-Opening Consultation. Franchisor shall provide such pre-opening consultation and advice as it deems appropriate, which may include advice with regard to the development and operation of the Shop, building layout, furnishings, fixtures, and equipment, plans and specifications, purchasing and inventory control, and such other matters as Franchisor deems appropriate.

5.4. Ongoing Consultation. Franchisor shall provide such ongoing consultation and advice as it deems appropriate, which may include information about new product development, instruction concerning the operation and management of an EGG ON A ROLL Shop, advertising and marketing advice, and financial and accounting advice. Such consultation and advice may be provided, in Franchisor's discretion, through Shop visits by Franchisor personnel, via meetings, seminars or conferences, and/or through dissemination of electronic or printed materials. If you request consultations from Franchisor and Franchisor agrees to provide such consultations, Franchisor reserves the right to charge, and you agree to pay, Franchisor's then-current consultation fee.

5.5. Additional Training. You shall cause your General Manager and/or other employees that Franchisor designates to attend such additional courses, seminars, and other training programs as Franchisor may reasonably require. You may also request additional training. Franchisor may charge a reasonable tuition for these additional courses, seminars, or other training programs, and you are responsible for all training-related costs and expenses including, without limitation, salary, travel, lodging, and dining costs for all employees who participate in the training.

5.6 Mandatory Ongoing Training. Franchisor from time to time may provide and require that previously trained personnel attend and successfully complete refresher training programs or seminars at a location designated by Franchisor, and at Franchisee's expense; provided, however, that attendance will not be required at more than three such programs for a minimum of two days each in any calendar year.

5.7. Performance by Delegate. You acknowledge and agree that any rights or duties of Franchisor may be exercised and/or performed by any of Franchisor's designees, agents, or employees. Franchisor reserves the right to retain the services of a master development agent in the geographic area in which the Shop will be located. In such event, the master development agent may provide certain consultation, advice, services, and assistance, as Franchisor may direct. You acknowledge and agree that you are not an intended third-party beneficiary under any agreement between Franchisor and any master development agent.

## 6. OPERATION OF THE FRANCHISED BUSINESS

6.1. General Operating Requirements. You understand and acknowledge that every detail of the System is essential to maintain and enhance the goodwill associated with the Marks and the integrity of the brand. Accordingly, you agree as follows:

(a) To operate the Franchised Business according to the highest applicable health standards and ratings, to timely obtain any and all permits, certificates, or licenses necessary for the lawful operation of the Franchised Business, to operate the Franchised Business according to Franchisor's operating methods, standards, and specifications, and to maintain, at all times, high moral and ethical standards in the operation of the Franchised Business.

(b) To accept debit cards, credit cards, gift cards, or other non-cash systems that Franchisor specifies periodically to enable customers to purchase menu items and other authorized goods and services, and to install all hardware and/or software necessary to accept such payments.

(c) To take reasonable precautions to prevent data security breaches, and to comply with breach notification statutes and other legal requirements in the event of a security breach.

(d) To notify Franchisor by telephone and confirm in writing within 72 hours of any investigation or violation, actual or alleged, concerning any health, liquor, or narcotics laws or regulations and notify Franchisor in writing within five days of the commencement of any investigation, action, suit or proceeding, and the issuance of any order, writ, injunction, award, or decree of any court, agency or other government instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

(e) Upon the occurrence of a Crisis Management Event, to immediately inform Franchisor's Chief Executive Officer (or as otherwise instructed in the Manuals) by telephone, and to cooperate fully with Franchisor with respect to Franchisor's response to the Crisis Management Event.

(f) To process and handle all consumer complaints connected with or relating to the Shop, and to promptly notify Franchisor of all: (i) food-related illnesses; (ii) safety or health violations; (iii) claims exceeding \$1,000; and (iv) any other material claims against or losses suffered by the Franchised Business. You shall maintain any communications with governmental authorities affecting the Shop during the term of this Agreement and for one year after the expiration or earlier termination hereof. If any customer of the Franchised Business contacts Franchisor to report a complaint, Franchisor may, in its discretion, compensate the customer in such manner as Franchisor determines appropriate, and you agree to reimburse Franchisor the amount of such compensation upon demand by Franchisor.

(g) To participate in any online ordering system that may be developed for the System according to its terms.

6.2. General Manager. The Shop must at all times be supervised by your General Manager. If you are an individual, you will be the General Manager. If you are a Business Entity, your General Manager must be one of your Owners. Franchisor recommends, but does not require, that the General Manager have at least a 10% equity interest in the franchisee. The General Manager shall have full control over day-to-day Shop management and operations. The General Manager must attend and successfully complete Franchisor's initial training program and all additional training (including food safety training) that Franchisor requires, to Franchisor's satisfaction. The General Manager shall devote his or her full-time

efforts to Shop operations and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitment. Franchisor shall have approved the General Manager as meeting its then-current qualifications for such position. If the General Manager ceases to serve in, or no longer qualifies for, such position, you shall designate another qualified person to serve as your General Manager within 30 days after the date the prior General Manager ceases to serve or no longer qualifies to serve. Any proposed replacement General Manager must successfully complete the initial training program and such other training (including food safety training) required by Franchisor, and be approved by Franchisor, before assuming his or her position as General Manager and, in no event, later than 90 days after the previous General Manager ceased to serve in such position.

6.3. **Employees.** You shall maintain a competent, conscientious, and trained staff, and shall take such steps as are necessary to ensure that your employees render competent, prompt, courteous, and knowledgeable service in accordance with the Standards. You shall cause all employees, while working at the Shop, to present a neat and clean appearance and to wear uniforms of such color, design, and other specifications as Franchisor may designate from time to time; and shall prohibit the wearing of such uniforms except during and within the scope of an employee's employment. The parties acknowledge and agree that these requirements are necessary to preserve the goodwill identified by the Marks. The parties further acknowledge and agree that Franchisor neither dictates nor controls labor or employment matters for you or your employees. You are exclusively responsible for hiring personnel, for determining the number of jobs offered or job vacancies to be filled, for determining and changing employee wages and benefits and work hours, and for disciplining and discharging your employees. You are exclusively responsible for labor relations with your employees.

6.4. **Authorized Menu Offerings.** You must offer and sell all menu items that Franchisor requires, and only those menu items that Franchisor has approved. You shall prepare, package, and serve all menu items in accordance with Franchisor's recipes and standards and its procedures for preparation, presentation, and service as communicated to you from time to time via the Manual or other written directives. Such standards and procedures may include, without limitation, adherence to recipes (including use of prescribed ingredients and prescribed measure of ingredients), use of containers and paper goods bearing the Marks, packaging procedures, product holding times, and other standards for displaying for sale menu items and other merchandise. You shall participate in all market research programs that Franchisor requires, which includes test-marketing new products, purchasing a reasonable quantity of new products for test-marketing, promoting the sale of the new products, and providing Franchisor with timely reports and test results for all such programs. You shall participate in all telephone, online, and other ordering programs developed for use by EGG ON A ROLL Shops, and pay all third-party fees required for such participation.

6.5. **Purchase Requirements.** You shall purchase and install, at your expense, all fixtures, furnishings, equipment, decor, signs, and other items as Franchisor may reasonably direct; and shall refrain from installing or permitting to be installed on or about the Shop premises any fixtures, furnishings, equipment, decor, signs, vending, or game machines or other items not approved for use by Franchisor. In addition, you shall purchase and use only ingredients, containers, packaging materials, and supplies that conform to Franchisor's standards and specifications; and shall purchase, use, offer and/or promote the food and beverage products and other ingredients which are produced or manufactured in accordance with Franchisor's proprietary recipes, specifications and/or formulas or which Franchisor designates as **"Proprietary Products."** **Franchisor makes no warranty and expressly disclaims all warranties, including warranties of merchantability and fitness for any particular purpose, with respect to services, products, equipment (including, without limitation, any required computer systems), supplies, fixtures, furnishings or other items approved or required for use in connection with your operation of the Franchised Business.**

6.6. Purchases from Designated Sources.

6.6.1. You shall purchase from Franchisor's approved or designated suppliers or distributors ("Approved Suppliers") all products and services necessary to construct and operate the franchised business, including (a) fixtures, furniture, equipment, signs, items of decor, audio/visual system, (b) proprietary and non-proprietary food products and ingredients, (c) all fountain and bottled beverages, (d) uniforms, shirts, and saleable merchandise, (e) advertising, point-of-purchase materials, and other printed promotional materials, (f) gift cards, (g) bags, packaging, and supplies bearing Franchisor's Marks, (h) insurance coverage, (i) architectural services. If Franchisor designates a bookkeeping service, you shall engage and work collaboratively with our designated bookkeeping provider and grant them administrative access to all business-related books and records. Franchisor shall communicate to you information about Approved Suppliers via the Manual or otherwise in writing. Franchisor may receive money or other benefits from Approved Suppliers based on your purchases; you agree that Franchisor has the right to retain and use all such benefits as it deems appropriate, in its sole discretion.

6.6.2. You may purchase items and services for which Franchisor has not identified Approved Suppliers from any source, so long as the items and services meet Franchisor's specifications. These specifications may include brand requirements ("Approved Brands"), and to the extent that Approved Brands have been identified, you may purchase and use only the Approved Brands.

6.6.3. Franchisor may from time to time modify the list of Approved Suppliers and/or Approved Brands. You shall promptly comply with all such modifications.

6.6.4. Franchisor may approve one or more suppliers for any goods or materials and may approve a supplier only as to certain goods or materials. Franchisor may concentrate purchases with one or more suppliers or distributors, including to obtain lower prices and/or the best advertising support and/or services for any group of EGG ON A ROLL Shops or any other group of Shops franchised or operated by Franchisor or its Affiliates. Approval of a supplier may be conditioned on requirements relating to the frequency of delivery, reporting capabilities, standards of service, including prompt attention to complaints, or other criteria, and concentration of purchases, as set forth above, and may be temporary pending a further evaluation of such supplier by Franchisor. Franchisor may establish commissaries and distribution facilities owned and operated by Franchisor or an Affiliate that Franchisor may designate as an approved supplier. **Franchisor makes no representation concerning, and expressly disclaims any liability arising out of or in connection with, the services rendered, or products furnished by any supplier approved or designated by Franchisor. Franchisor's approval or consent to any services, goods, suppliers, or any other individual, entity or any item shall not create any liability to Franchisor.**

6.6.5. If you propose to purchase from a previously unapproved source, you shall submit to Franchisor a written request for such approval or shall request the supplier to submit a written request on its own behalf. Franchisor has no obligation to consider your request, but if it does, may condition its consideration on your providing requested information, on being granted access to inspect the supplier's facilities, and/or delivery of samples to Franchisor and/or to an independent, certified laboratory Franchisor designates. Franchisor also shall have the right to impose a reasonable testing fee. Franchisor will notify you within 30 days of your request as to whether you are authorized to purchase such products from that supplier. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval of any supplier upon the suppliers' failure to meet Franchisor's criteria for quality and reliability. Franchisor shall have no obligation to evaluate alternative suppliers for products or services for which Franchisor or its affiliates are the designated supplier.

6.7. Franchised Location; Vehicles.

6.7.1. You shall maintain the Shop (including adjacent public areas) in a clean, orderly condition and in excellent repair and in accordance with Franchisor's standards. You shall, at your expense, make such additions, alterations, repairs, and replacements under this Agreement as may be required for that

purpose, including, without limitation, such periodic repainting, repairing, and replacing of obsolete or deteriorated signs, furnishings, fixtures, equipment, and decor as Franchisor may reasonably direct. Upon Franchisor's request, you shall install and maintain at the Shop interactive multi-media equipment, devices, and facilities Franchisor requires, including, without limitation, approved surveillance systems, music systems, Wi-Fi, and other wireless Internet and communications systems, and interactive displays. You must cause the Shop to play only the music or types of music that Franchisor designates. If a designated music provider has been identified, you must acquire music from such provider.

6.7.2 You shall not cause or permit vending, gaming machines, automatic teller machines, Internet kiosks, or any other mechanical or electrical device to be installed or maintained at the Franchised Location.

6.7.3 You shall purchase and install, at your expense, all fixtures, furnishings, equipment, decor, signs, and other items as Franchisor may reasonably direct from time to time in the Manual or otherwise in writing in accordance with Franchisor's standards and specifications; and shall refrain from installing or permitting to be installed on or about the Franchised Location, any fixtures, furnishings, equipment, decor, signs, vending, or game machines or other items not previously approved in writing as meeting Franchisor's standards and specifications.

6.7.4 At Franchisor's request, but not more often than once every 60 months (and in addition to any work which you may undertake pursuant to other sections of this Agreement), you shall refurbish the Franchised Location, at your own expense, to conform to the building design, trade dress, color schemes, and presentation of the Marks in a manner consistent with the then-current public image for new or remodeled EGG ON A ROLL Shops in the System, including, without limitation, replacement or renovation of equipment, remodeling, redecoration, and modifications to existing improvements and reasonable structural changes that Franchisor may reasonably require or that may be required by law.

6.7.5 Any vehicle used in connection with the operation of the Shop shall be maintained in excellent condition and repair and shall meet Franchisor's standards and specifications.

6.8. Days and Hours of Operation. You shall cause the Shop to be open and in normal operation for such hours and days as Franchisor may specify in the Manual or in other written directives, and only during the hours and on the days that Franchisor permits.

6.9. Quality Assurance Inspections; Mystery Shops. Franchisor has the right to enter upon the Shop premises during regular business hours for purposes of conducting quality assurance audits and mystery shops and to assess customer satisfaction. During these inspections, Franchisor may obtain for testing purposes and without charge, reasonable quantities of ingredients, products and supplies. Such quality assurance audits, and mystery shops may be conducted by Franchisor personnel at Franchisor's expense, or by independent, third-party providers at your expense. At Franchisor's request, you shall engage one or more third party service providers, which may be designated by Franchisor, to provide periodic quality assurance audits and/or mystery shops at your sole cost and expense.

6.10. Modification to the System. You shall at your own expense, make such alterations, additions, or modifications to the Franchised Location as Franchisor may reasonably require to accommodate changes made by Franchisor to the System, including, without limitation, changes to menu items or market positioning. You have 90 days from receipt of notice regarding re-imaging requirements in which to make the required alterations, additions, or modifications to the Franchised Location. You shall not implement any modification to the System without Franchisor's express prior written consent.

6.11. Pricing. Franchisor reserves the right to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products or services to the fullest extent permitted by law.

6.12. Website. Franchisor may, but shall not be obligated to, establish and maintain from time-to-time Franchisor’s website to provide information about the System and the goods and services that EGG ON A ROLL provide. Franchisor has sole discretion and control over the design and content of Franchisor’s website.

6.13. Social Media. You shall follow Franchisor’s mandatory specifications, standards, operating procedures, and rules for using social media in connection with your operation of the Shop and you will agree to any Social Media policy Franchisor implements. The term “**Social Media**” includes, without limitation, personal blogs, and social media networks such as FACEBOOK, SNAPCHAT, INSTAGRAM, LINKEDIN, X, TIKTOK, or YOUTUBE, applications supported by mobile platforms such as iOS and Android, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites, mobile platforms, or tools.

6.14. Technology Risk. You acknowledge and agree that technology is constantly changing. Technologic devices and computer systems are always being updated, improved, replaced, and discontinued. Consequently, computer systems are sometimes incompatible and are susceptible to Internet, computer system, and communication failures. By entering into this Agreement, you assume all of the risk of all such issues and technology failures, which you acknowledge may affect your ability to order or receive products or to conduct business, and you acknowledge that Franchisor is not responsible for any damages caused by such issues or technology failures, including lost sales or profits.

6.15. Customer Privacy. The parties acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Marks and System. Accordingly, you agree that you shall cause the Shop to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Data Security Standards (“**PCI DSS**”) council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information, including but not limited to the Fair and Accurate Credit Transaction Act (“**FACTA**”), and all other data security requirements Franchisor may prescribe. You are solely responsible for educating yourself as to these regulations and standards and for achieving and maintaining applicable compliance certifications. You shall defend, indemnify and hold harmless Franchisor, Franchisor’s affiliates, and their respective shareholders, directors, officers, employees, agents, successors and assignees (“**Franchisor Indemnitee**”) (from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including but not limited to notification and investigation expenses, reasonable attorneys’ fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim or investigation against any Franchisor Indemnitee arising out of or resulting from your failure to comply with any of your obligations under this Section 6.15).

6.16. Best Efforts. You shall use your best efforts to promote and increase the sales and recognition of goods and services offered through the Franchised Business. You shall require all of your employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all goods and services provided as part of the System.

6.17. Administrative Fee. If at any time your Franchised Business fails to conform to System requirements, Franchisor has the right to impose and collect from you an administrative fee as described in this Section 6.17 (“**Administrative Fee**”). Specifically, **(a)** Franchisor may impose and collect from you a \$250 Administrative Fee for each “enforcement effort” that Franchisor undertakes on account of your noncompliance with System Standards (e.g., a letter, email, or telephone communication notifying you of noncompliance or continued noncompliance), and **(b)** if Franchisor has notified you of noncompliance and you have failed to correct the issue within seven days, Franchisor may impose and collect from you a \$250 Administrative Fee per week until the issue has been corrected to Franchisor’s satisfaction. Franchisor also may impose and collect a \$250 Administrative Fee if you fail to acknowledge receipt of Franchisor’s communications to you, or to respond to Franchisor’s communications within 24 hours of delivery. This

fee is not a penalty but is intended to compensate Franchisor for the additional costs that it incurs in enforcing your compliance with System Standards and is in addition to and not in lieu of any other rights or remedies that Franchisor may have based on your noncompliance with System Standards. Franchisor may impose and collect the Administrative Fee whether or not the noncompliance at issue is of the type or degree that constitutes a material default of your obligations under this Agreement and, if it is, whether or not a cure period applies. At Franchisor's option, Franchisor may require you to demonstrate full compliance with your obligations by submitting to Franchisor a comprehensive walk-through video of your Franchised Business' premises in accordance with Franchisor's Standards.

## 7. MARKS AND COPYRIGHTS

7.1. Franchisor's Representations. Franchisor represents to you that it has the right to use and to sublicense to you the right to use the Marks in accordance with the terms and conditions of this Agreement.

7.2. Acknowledgments. You acknowledge that Franchisor or its Affiliate owns all right, title, and interest in and to the Marks and the goodwill associated with the Marks, and that you have no ownership interest in the Marks. You further acknowledge and agree that any and all goodwill associated with the Shop and identified by the Marks is Franchisor's property and shall inure directly and exclusively to the benefit of Franchisor and that, upon the expiration or termination of this Agreement for any reason, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the Marks. You understand and agree that any use of the Marks other than as expressly authorized by this Agreement, without Franchisor's prior written consent, may constitute an infringement of Franchisor's rights herein and that the right to use the Marks granted herein does not extend beyond the termination or expiration of this Agreement.

7.3. Use of the Marks. You shall use only the Marks designated by Franchisor, shall use them only in the manner that Franchisor authorizes and permits, and shall use them with the symbols “®”, “™”, or “SM”, as appropriate. You shall use the Marks only in connection with the operation and promotion of the Franchised Business, and only in the manner prescribed by Franchisor. You may not contest ownership or validity of the Marks or any registration thereof or engage in any conduct that adversely affects the ownership or registration of the Marks, or Franchisor's right to use or to sublicense the use of the Marks. You shall execute all documents that Franchisor requests in order to protect the Marks or to maintain their validity and enforceability.

7.4. Restriction Against Use in Your Legal Name. You may not use the Marks or any part thereof in your legal name and may not use them to incur any obligation or indebtedness on Franchisor's behalf. You shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations and shall execute any documents necessary to obtain protection of the Marks or to maintain their continued validity and enforceability.

7.5. Restriction Against Use of the Marks and Copyrighted Works on the Internet. You may not use the Marks or any part or derivative thereof or any of Franchisor's Copyrighted Works on the Internet, except as expressly permitted in writing. Without limiting the generality of the foregoing, you may not use the Marks or any part or derivative of the Marks as part of any URL or domain name, and may not register the Marks or any part or derivative of the Marks as part of any user name on any gaming website or social networking website (such as FACEBOOK, INSTAGRAM, X, or TIKTOK), whether or not such social media platform is used for commercial gain, or as part of any unauthorized email address. You also may not display on any website (including commercial websites, gaming websites, and social networking websites) Franchisor's Copyrighted Works, which include the design portion of its Marks, or any menu items or collateral merchandise identified by the Marks.

7.6. Notice. You shall identify yourself as an independent franchise owner of the Franchised Business in conjunction with any use of the Marks or operation of the Franchised Business, including, but not limited to, such use on invoices, order forms, receipts, business stationery, business cards, and contracts, as well as

at such conspicuous locations at the Shop as Franchisor may designate in writing. The form and content of such notice shall comply with the standards set forth in the Manuals.

7.7. Infringement. You shall promptly notify Franchisor of any suspected unauthorized use of, or any challenge to the validity of the Marks, Copyrighted Works, or any challenge to Franchisor's or its Affiliate's ownership of, Franchisor's license to use and to license others to use, or your right to use, the Marks or Copyrighted Works licensed under this Agreement. You acknowledge that Franchisor or its Affiliate has the right to direct and control any administrative proceeding or litigation, or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement thereof. Franchisor or its Affiliate has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks or Copyrighted Works. Franchisor shall defend you against any third-party claim, suit, or demand arising out of your use of the Marks or Copyrighted Works. If Franchisor, in its sole discretion, determines that you have used the Marks and Copyrighted Works in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisor. If Franchisor, in its sole discretion, determines that you have not used the Marks and Copyrighted Works in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by you. In the event of any litigation relating to your use of the Marks or Copyrighted Works, you shall execute any and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks or Copyrighted Works in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse you for your associated costs.

7.8. Changes to the Marks. Franchisor reserves the right, in its sole discretion, to designate one or more new, modified, or replacement Marks for your use and to require your use of any such new, modified, or replacement Marks in addition to or in lieu of any previously designated Marks. You must comply with any such directive within 60 days following your receipt of Franchisor's written notice to you.

## **8. SYSTEM, MANUALS AND INFORMATION**

8.1. Manuals. Franchisor will provide you access to the Manuals, which may be in electronic format. You shall operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Manuals. The Manuals shall at all times remain the sole property of Franchisor. You shall ensure that your copy of the Manuals is kept current at all times, and in the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Franchisor shall be controlling. If your copy of the Manual is lost or destroyed, or if you fail to return the Manual upon expiration or termination of this Agreement, you must pay Franchisor a \$250 Manual replacement fee.

8.2. System Modification. You acknowledge that the System, the Manuals, and the products and services offered by the Franchised Business may be modified, (such as, but not limited to, the addition, deletion, and modification of menu items, operating procedures, products and services) from time to time by Franchisor. You agree to comply, at your expense, with all such modifications, including, without limitation, all requirements to implement the modifications, such as replacement or renovation of equipment, remodeling, redecoration, and modifications to existing improvements, including structural changes. Franchisor shall notify you of any such System changes and you shall implement any System changes upon receipt of notice thereof from Franchisor and shall complete their implementation within such time as Franchisor may reasonably specify. For purposes of this Agreement, System changes shall include, without limitation, changes in any of the categories referred to in this Section 8.2.

8.3. Confidentiality. You shall maintain the confidentiality of all Confidential Information. You shall use Confidential Information only in connection with the operation of the Franchised Business and shall divulge Confidential Information only to your employees and only on a need-to-know basis.

## 9. ADVERTISING AND MARKETING

9.1. General. All of your promotional and marketing materials shall be presented in a dignified manner and shall conform to Franchisor's standards and specifications related to advertising, marketing, and trademark use. You shall submit to Franchisor samples of proposed promotional and marketing materials, and notify Franchisor of the intended media, before first publication or use. Franchisor shall use commercially reasonable efforts to approve or disapprove proposed promotional and marketing materials within 10 days of their receipt. You may not use the promotional or marketing materials until Franchisor expressly approves the materials and the proposed media. Once approved, you may use the materials only in connection with the media for which they were approved. Franchisor may disapprove your promotional or marketing materials, or the media for which they were approved, at any time, and you must discontinue using any disapproved materials or media upon your receipt of written notice of disapproval.

9.2. Grand Opening Campaign. Within the first 90 days after the Shop opens for business, you must conduct a grand opening advertising campaign that conforms to the Standards. You must spend at least the amount stated in the Summary Page on your grand opening advertising campaign.

9.3. Brand Development Fund. Franchisor may establish a Brand Development Fund ("**Fund**"). If the Fund is established, you shall contribute to the Fund an amount that Franchisor determines from time to time, not to exceed the amount stated on the Summary Page.

9.3.1. Franchisor has the right to use Fund monies, in its sole discretion, to pay for creative development services (including creation and modification of design and trade dress, logos, menu design, graphics and vehicle wraps, and advertising and promotional items, including the cost of photography services and design software), preparing and procuring market studies, providing or obtaining marketing services (including, without limitation, new product development; conducting customer surveys, focus groups, and marketing-related mystery shops and customer interviews); employing advertising and/or public relations agencies; developing, producing, distributing and placing advertising (including, without limitation, preparing and conducting media advertising campaigns in various media, local advertising and promotion in a particular area or market, or for the benefit of a particular Shop or Shops in connection with opening promotions or otherwise), conducting and administering in-store promotions; preparing and executing direct mail advertising, and developing, producing and purchasing point-of-sale advertising, menus and menu boards, and other sales aids and promotional items and materials); new product development and development of product packaging; developing, updating and hosting Franchisor's web site (including development of locator programs); obtaining sponsorships and endorsements; preparing and conducting sweepstakes and other promotions; developing, administering, and distributing coupons, gift cards and the cost of product associated with the redemption of free coupons, gift cards; developing and administering other customer loyalty programs; providing and procuring public relations services; conducting public relations activities; charitable donations; and membership fees in international, national, regional, and/or local trade or other associations or organizations. Franchisor also may use Fund monies to reimburse itself for its costs of personnel and other administrative and overhead costs associated with providing the services described in this Section 9.3.

9.3.2. The parties acknowledge that Franchisor owns all rights, and retains all copyrights, in all design and content developed using Fund monies, and that Franchisor will have sole control over the creative concepts, content, form, and media placement of all advertising and promotional materials developed with Fund monies, and the allocations of Fund monies to production, placement, and other costs. Franchisor will own all copyright in any works created using Fund monies. Franchisor is not obligated to expend Fund monies for placement of advertising in your trading area, or to ensure that the Franchised Business benefits directly or pro rata from the expenditure of Fund monies. Franchisor will not use Fund monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but it may include in all advertising prepared using Fund monies (including Internet advertising) information concerning franchise opportunities, and a portion of Fund monies may be used to create and maintain one

or more pages on Franchisor’s website devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates. Any amounts contributed to the Fund that are not spent in the year they are collected will remain in the Fund for use during the next year. Franchisor has no fiduciary duty to you or to any other person with respect to the collection or expenditure of Fund monies. Upon your reasonable request, Franchisor will provide you an annual statement of Fund contributions and expenditures.

9.3.3. Although the Brand Development Fund is intended to be perpetual, Franchisor may terminate the Fund at any time. The Fund will not be terminated, however, until all Fund monies have been spent as provided in this Section 9.3.3. or returned to the Fund contributors on the basis of their respective contributions. Any amounts contributed to the Fund that are not spent in the year they are collected will remain in the Fund for future expenditures.

9.4. Local Marketing Expenditure. Each year, you shall spend the Local Marketing Expenditure amount set forth in the Summary Pages for Shop marketing purposes that conform to Franchisor’s standards. At Franchisor’s request, you must submit to Franchisor invoices and other documentation that reflects your compliance with this Section 9.4. Any amounts contributed to an Advertising Cooperative pursuant to Section 9.5., below, will be credited toward satisfaction of your Local Marketing Expenditure.

9.5. Advertising Cooperatives.

9.5.1. Franchisor may, from time to time, form local or regional advertising cooperatives (“**Advertising Cooperative**”) to pay for the development, placement, and distribution of advertising for the benefit of Shops located in the region served by the Advertising Cooperative. Any Advertising Cooperative established by Franchisor will be operated solely as a conduit for the collection and expenditure of Advertising Cooperative fees for the foregoing purposes.

9.5.2. If Franchisor forms an Advertising Cooperative for the region in which the Shop is located, you agree to participate in the Advertising Cooperative pursuant to the terms of this Section 9.5.

9.5.3. Franchisor has the exclusive right to create, dissolve, and merge each Advertising Cooperative created, in its discretion, and to create and amend the organizational and governing documents related thereto, provided that such documents shall: **(a)** operate by majority vote, with each EGG ON A ROLL Shop (including Shops owned by Franchisor or its Affiliates) entitled to one vote; **(b)** entitle Franchisor to cast one vote (in addition to any votes it may be entitled to on account of its operation of Shops in the area served by the Advertising Cooperative); **(c)** permit the members of the Advertising Cooperative, by majority vote, to determine the amount of required contributions; and **(d)** provide that any funds left in the Cooperative at the time of dissolution shall be returned to the members in proportion to their contributions during the 12-month period immediately preceding termination.

9.5.4. You agree to be bound by all organizational and governing documents created by Franchisor and, at Franchisor’s request, shall execute all documents necessary to evidence or affirm your agreement. The Advertising Cooperative shall begin operating on a date determined in advance by Franchisor.

9.5.5. No advertising or promotional plans or materials may be used by the Advertising Cooperative or furnished to its members without Franchisor’s prior approval. All advertising plans and materials must conform to the Standards and must be submitted to Franchisor for approval according to the procedures set forth in Section 9.1. of this Agreement.

9.6. Loyalty Programs and Prize Promotions.

9.6.1. You shall participate in all customer loyalty and reward programs and all contests, sweepstakes, and other prize promotions that Franchisor develops from time to time. You shall acquire and use all computer software and hardware necessary to process the sale and redemption of gift cards and be solely responsible for the service charges related to such processing. All proceeds from the sale of all gift

cards belong exclusively to Franchisor, and you shall remit the proceeds of such sales to Franchisor according to the procedures that Franchisor prescribes periodically. Franchisor shall reimburse or credit to you (at Franchisor's option) the redeemed value of gift cards accepted as payment for products and services sold by the Shop. You are responsible for all processing fees associated with gift card processing.

9.7. Web Site. Franchisor shall maintain a web site advertising and promoting EGG ON A ROLL Shops and products. Franchisor shall also maintain a presence of your Shop on the web site, subject to your continued compliance with the System and the provisions of this Agreement. You may not establish any independent web site on your behalf.

## **10. POS SYSTEM; ACCOUNTING AND RECORDS; TAXES**

10.1. POS System. You shall acquire and use only the point-of-sale cash registers and computer systems and equipment that Franchisor prescribes for use by EGG ON A ROLL Shops ("**POS System**") and adhere to Franchisor's requirements for use. Requirements may include, among other things, connection to remote servers, off-site electronic repositories, and high-speed Internet connections. Franchisor may, in its sole discretion, require you to add to your POS System memory, ports, and other accessories or peripheral equipment or additional, new, or substitute software, and replace or upgrade your POS System and software as Franchisor prescribes. Franchisor shall provide you 90 days' advance written notice of any change to its POS System requirements.

10.2. Software. You shall: **(a)** use any proprietary software programs, system documentation manuals, and other proprietary materials that Franchisor requires in connection with the operation of the Shop; **(b)** input and maintain in your computer such data and information as Franchisor prescribes in the Manual, software programs, documentation, or otherwise; and **(c)** purchase new or upgraded software programs, system documentation manuals, and other proprietary materials at then-current prices whenever Franchisor adopts such new or upgraded programs, manuals, and materials system-wide. You shall enter into all software license agreements, "terms of use" agreements, and software maintenance agreements, in the form and manner Franchisor prescribes, and pay all fees imposed thereunder.

10.3. Independent Access. Franchisor may independently poll Gross Revenues and other information input and compiled by your POS System from a remote location. There is no limitation on Franchisor's right to access this information. You must take all actions necessary to provide Franchisor with the access described in this Section 10.3, which may include providing Franchisor with account login information.

10.4. Maintenance of Records. You shall prepare and preserve for at least five years from the date of preparation complete and accurate books, records, and accounts according to generally accepted accounting principles and in the form Franchisor prescribes.

10.5. Submission of Financial Statements and Tax Returns. No later than the tenth business day following the end of each Accounting Period, you shall provide to Franchisor a copy of the Accounting Period's profit and loss statement. In addition, no later than March 30 of each calendar year, you shall provide to Franchisor: **(a)** a copy of the previous year's annual profit and loss statements; **(b)** a copy of the previous year's sales tax returns; and **(c)** a copy of your federal and state income tax returns for the previous year; provided, however, that if you are an individual franchisee, you may submit only those schedules to your personal tax returns which reflect the revenues and expenses of the Franchised Business.

10.6. Submission of Performance Reports. You shall accurately report to Franchisor the Shop's Gross Revenues and such other financial information, as Franchisor may reasonably require, using the procedures and Franchisor prescribes periodically. Reports shall be due on the date prescribed by Franchisor, and shall be signed by an authorized representative, attesting to their accuracy. Within 30 days following the end of each fiscal quarter, you shall provide to Franchisor a copy of your profit and loss statements prepared according to generally accepted accounting principles and which accurately reflect your financial information for the applicable Accounting Periods. You also shall provide to Franchisor such other reports, computer back-up and other information that Franchisor may reasonably request.

10.7. Audit of Franchisee Records. Franchisor or its designated agent has the right to audit, examine, and copy your books, records, accounts, and business tax returns at any time. If an inspection or audit reveals underpayment of amounts owed to Franchisor, you shall immediately pay the understated amount with interest as provided in Section 4.10. If an audit or inspection reveals your understatement of Gross Revenues by 2% or more for any Accounting Period then, in addition to amounts due on the understatement and interest, you shall promptly reimburse Franchisor all costs and expenses that it incurred in connection with performing the audit or inspection (including travel, lodging and wage expenses, and attorneys' and accountants' fees).

10.8. Use of Financial Information in Franchise Disclosure Document. You acknowledge and agree that it may be in the best interest of the franchise system to share historical revenue and expense information with prospective franchisees. To that end, you hereby authorize Franchisor to publish information concerning the Shop's Gross Revenues and other information reported to Franchisor in its franchise disclosure document.

10.9. Taxes. You shall promptly pay all taxes due and owing based on your operation of the Shop and the Franchised Business including, without limitation, sales taxes, income taxes, and property taxes.

## 11. INDEPENDENT CONTRACTOR, INSURANCE AND INDEMNIFICATION

11.1. Independent Contractor. The parties acknowledge and agree that you are operating the Franchised Business as an independent contractor. Nothing contained in this Agreement shall create or be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party has any fiduciary obligations to the other or will be liable for the debts or obligations of the other. Neither party may bind the other, transact business in the other party's name or in any manner make any promises or representations on behalf of the other party, unless otherwise agreed between them. You shall conspicuously identify yourself and the Franchised Business in all dealings with your customers, contractors, suppliers, public officials, and others, as an independent franchisee of Franchisor, and shall place a conspicuous notice, in the form and at such place as Franchisor prescribes, notifying the public of such independent ownership.

### 11.2. Insurance Obligations.

11.2.1. You shall maintain in full force and effect at all times during the term of this Agreement, at your expense, an insurance policy or policies meeting Franchisor's minimum insurance requirements. Each such policy shall be written by an insurance with an A.M. Best rating of not less than A-VII, shall be primary and non-contributory to any insurance carried by Franchisor or its Affiliates., and shall contain a waiver of subrogation in favor of Franchisor and its Affiliates.

11.2.2. Such policies shall include, at the minimum, the following: **(a)** property insurance written on a replacement cost basis equal to 100% of value, including business interruption insurance on an actual loss sustained basis or coverage equal to one year's Gross Revenue; **(b)** umbrella liability insurance with minimum limits of \$1,000,000 in excess of the general liability, auto liability, and employer's liability, naming Franchisor as additional insured **(c)** general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including products liability insurance coverage, with additional insured endorsement naming Franchisor; **(d)** employment practices liability including third party claims with minimum limits of \$1,000,000, naming Franchisor as co-defendant (limit applies per policy); **(e)** auto liability for all owned, non-owned and hired vehicles used in the Franchised Business with minimum \$1,000,000 combined single limit liability and \$2,000,000 aggregate, per location, and naming Franchisor as an additional insured; **(f)** umbrella liability with minimum limits of \$1,000,000 in excess of the general liability, auto liability, and employer's liability policies, naming Franchisor as additional insured; **(g)** worker's compensation with statutory limits for the state in which workers are employed, including employer's liability with minimum limits of \$500,000/\$500,000/\$500,000 and the Alternate Employer's endorsement in Franchisor's favor; **(h)** cyberliability and data breach coverage with minimum

limits of \$1,000,000. You also must maintain Builder's Risk insurance during the construction phase, naming Franchisor as an additional insured on all liability policies from contractors and subcontractors and general liability policy during the construction phase.

11.2.3. Franchisor has the right to increase or modify required minimum coverages and types of required insurance coverage, at any time.

11.2.4. Your obligation to obtain and maintain insurance is not limited in any way by reason of any insurance maintained by Franchisor, and your compliance with minimum insurance requirements will not relieve you of your indemnification obligations under Section 11.3 of this Agreement.

11.2.5. If you fail to procure or maintain these minimum insurance requirements, Franchisor or its designee has the right (but is not required) to procure such insurance on your behalf. Such right shall be in addition to and not in lieu of any other rights or remedies available to Franchisor. If this occurs, you shall reimburse Franchisor the cost of the premium and pay a \$500 administrative fee.

11.2.6. At least 10 days prior to the time you are first required to carry insurance, and thereafter at least 30 days prior to the expiration of any policy, you shall deliver to Franchisor a certificate of insurance evidencing your compliance with this Article 11. Each certificate of insurance shall expressly provide that no less than 30 days' prior written notice shall be given to Franchisor in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such certificates.

11.2.7. If you fail to procure or maintain these minimum insurance requirements, Franchisor or its designee has the right (but is not required) to procure such insurance on your behalf. Such right shall be in addition to and not in lieu of any other rights or remedies available to Franchisor. If this occurs, you shall reimburse Franchisor the cost of the premium upon demand plus the administrative fee described above.

11.3. Indemnification. You shall indemnify and hold harmless to the fullest extent by law, Franchisor, its Affiliates, and their respective directors, officers, employees, shareholders, and agents, (collectively, "**Indemnitees**") from any and all "**losses and expenses**" (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof arising out of or related to your operation of the Franchised Business including, but not limited to, claims arising as a result of the maintenance and operation of vehicles or the Franchised Location ("**Event**"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided in this Agreement shall extend to any finding of comparative negligence or contributory negligence attributable to you). For the purpose of this Section 11.3, the term "**losses and expenses**" includes compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Franchisor's reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. You shall give Franchisor prompt notice of any Event of which you are aware, for which indemnification is required, and, at your expense and risk, Franchisor may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that Franchisor will seek your advice and counsel. Any assumption by Franchisor shall not modify your indemnification obligation. Franchisor may, in its sole and absolute discretion, take such actions as it seems necessary and appropriate to investigate, defend, or settle any Event or take other remedial or corrective actions with respect thereof as may be, in Franchisor's sole and absolute discretion, necessary for the protection of the Indemnities or the System.

## 12. TRANSFER OF INTEREST

12.1. Transfer by Franchisor. Franchisor may transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the

subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations and shall become solely responsible for all of Franchisor's obligations under this Agreement from the date of assignment.

12.2. Transfer by Individual Franchisee to Business Entity for Convenience. If you are an individual, you may transfer your interest in this Agreement to a Business Entity for convenience of operation within the first 12 months of this Agreement by signing Franchisor's standard form of assignment and assumption agreement if: **(a)** the Business Entity is formed solely for purposes of operating the Franchised Business; **(b)** you provide to Franchisor a copy of the Business Entity's formation and governing documents and a certificate of good standing from the jurisdiction under which the Business Entity was formed; **(c)** you sign a general release in favor of Franchisor and in the form Franchisor requires; **(d)** all holders of a legal or beneficial interest in the Business Entity has signed a Guaranty and Personal Undertaking in the form of Attachment D-1; and **(e)** you pay to Franchisor a Transfer Fee in the amount set forth in the Summary Pages.

12.3. Transfer Among Owners; Transfer of Non-Controlling Interest. If you are a Business Entity, your Owners may transfer their ownership interests in the Business Entity among each other, and may transfer up to a Non-Controlling Interest in the Business Entity to one or more third parties, if: **(a)** you have provided to Franchisor advance notice of the transfer, **(b)** Attachment C has been amended to reflect the new ownership; **(c)** each new Owner has signed a Guaranty and Personal Undertaking in the form of Attachment D-1; **(d)** each previous and/or new Owner has signed a general release in favor of Franchisor and in the form Franchisor requires; and **(e)** you pay to Franchisor a Transfer Fee in the amount set forth in the Summary Pages.

12.4. Transfer of Agreement; Transfer of the Franchised Business; Transfer of Controlling Interest. All other transfers (including any sale or transfer of your interest in this Agreement, the sale or transfer of all or substantially all of the assets of the Shop, and the sale of a Controlling Interest in you if you are a Business Entity) require Franchisor's prior written consent. Franchisor will not unreasonably withhold its consent to a transfer, but may condition its consent on satisfaction of any or all of the following:

12.4.1. Your written request for consent in writing and delivery of a copy of the proposed transfer agreements, including sale terms, at least 30 days prior to the proposed transfer, and Franchisor's determination, in its sole and reasonable discretion, that the terms of the sale will not materially and adversely affect the post transfer viability of the Franchised Business.

12.4.2. The transferee has demonstrated to Franchisor's satisfaction that the transferee meets Franchisor's then-current educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business; and has sufficient equity capital to operate the Franchised Business (which condition shall be presumed if the transferee's net worth is equal to or exceeds your net worth at the time of transfer, excluding the value of the Franchised Business);

12.4.3. All of your accrued monetary obligations and all other outstanding obligations to Franchisor, its Affiliates, and third-party suppliers shall be up to date, fully paid and satisfied, and you must be in full compliance with this Agreement and any other agreements between you and Franchisor, its Affiliates and your suppliers;

12.4.4. You or the transferee shall have agreed to refurbish the Shop premises so that it meets Franchisor's image requirements for new EGG ON A ROLL Shops;

12.4.5. You and each Owner have executed a general release and covenant not to sue, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and their respective officers, directors, shareholders, agents and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules and ordinances, and any other matters incident to the termination of this Agreement or to the transfer of your interest herein or

to the transfer of your ownership of all or any part of the Franchise; provided, however, that any release will not be inconsistent with any state law regulating franchising;

12.4.6. You agree to remain liable for all direct and indirect obligations to Franchisor in connection with the Franchised Business prior to the effective date of the transfer, shall continue to remain responsible for your obligations of nondisclosure, noncompetition and indemnification as provided elsewhere in this Agreement, and all other obligations that survive termination, expiration or transfer, and shall execute any and all instruments reasonably requested by Franchisor to further evidence such obligation;

12.4.7. Payment of the Transfer Fee in the amount set forth in the Summary Pages;

12.4.8. The transferee's execution of Franchisor's then-current form of franchise agreement, the terms of which may be materially different than the terms of this Agreement and may include, among other things, a different percentage royalty fee and different advertising obligations. The term of such agreement shall be the remaining term of this Agreement at the time of transfer. The transferee shall have the option, however, to purchase a longer term (not to exceed a total of 10 years) by paying an extended term fee ("**Extended Term Fee**"). The Extended Term Fee will be calculated as Franchisor's then-current initial franchise fee divided by the number of days included in the initial term of the then-current franchise agreement, multiplied by the number of days of additional term being purchased by the transferee;

12.4.9. If the transferee is a Business Entity, then the transferee's Owners each shall sign Franchisor's standard form of Guaranty and Personal Undertaking;

12.4.10. You or the transferee must provide Franchisor with a copy of the agreements of purchase and sale between the transferor and the transferee. The economic terms of the transfer may not materially and adversely affect, in Franchisor's sole judgment, the post transfer viability of the Franchised Business;

12.4.11. The transferee shall have complied with Franchisor's then-current initial training requirements and paid Franchisor the then-current tuition for initial training;

12.4.12. You have complied with the requirements set forth in Section 12.8.; and

12.4.13. If Franchisor introduced the buyer to you, you have paid all fees due Franchisor under its then-current franchise resale policy or program.

12.5. Transfers Void. You understand and acknowledge that Franchisor has entered into this Agreement in reliance on your business skill, financial capacity, personal character, and experience. Accordingly, you may not sell or transfer your interest in this Agreement or the assets of the Franchised Business (except in the ordinary course of your business) without Franchisor's prior written consent. In addition, if you are a Franchised Business Entity, no Owner may transfer or assign his or her equity interest in the Franchised Business Entity without Franchisor's prior written consent. Any purported transfer, by operation of law or otherwise, made without Franchisor's prior written consent will be considered null and void and a material breach of this Agreement.

12.6. Security Interest. You may grant a security interest in this Agreement or the franchise represented by this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in the franchise without Franchisor's consent.

12.7. Public Offerings. If you are a Business Entity and you intend to issue equity interests pursuant to a public or private offering, you shall first obtain Franchisor's written consent, which consent shall not be unreasonably withheld. You must provide to Franchisor for its review a copy of all offering materials (whether or not such materials are required by applicable securities laws) at least 60 days prior to such documents being filed with any government agency or distributed to investors. No offering shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance or offering of your securities, and Franchisor's review of any offering shall be limited to ensuring compliance with the

terms of this Agreement. Franchisor may condition its approval on satisfaction of any or all of the conditions set forth in Section 12.4 and on execution of an indemnity agreement, in a form prescribed by Franchisor, by you and any other participants in the offering. For each proposed offering, you shall pay to Franchisor a retainer in an amount determined by Franchisor, which Franchisor shall use to reimburse itself for the reasonable costs and expenses it incurs (including, without limitation, attorneys' fees and accountants' fees) in connection with reviewing the proposed offering.

#### 12.8. Right of First Refusal.

12.8.1. If you receive a bona fide offer to purchase your interest in this Agreement or all or substantially all of the assets of the Franchised Business in connection with the transferee's execution of an EGG ON A ROLL franchise agreement, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and if you or such Owner wishes to accept such offer, you or the Owner must deliver to Franchisor written notification of the offer and, except as otherwise provided herein, Franchisor shall have the option, exercisable within 30 days after receipt of such written notification, to purchase the seller's interest on the same terms and conditions offered by the third party. If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer shall include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a qualified independent third party evidencing the fair market value of such assets as of the date of the offer.

12.8.2. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. If Franchisor elects to purchase the seller's interest, closing on such purchase must occur by the later of: **(a)** the closing date specified in the third-party offer; or **(b)** within 60 days from the date of notice to the seller of Franchisor's election to purchase. Franchisor's failure to exercise the option described in this Section 12.8. shall not constitute a waiver of any of the transfer conditions set forth in this Article 12.

12.9. Transfer Upon Death or Incapacitation. Upon the death or permanent incapacity (mental or physical) of any person with an interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Franchisor within six months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as an *inter vivos* transfer, except that the transfer fee shall be waived. In the case of transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 12.9., the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Franchisor within six months, which disposition shall be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within such period, Franchisor may, at its option, terminate this Agreement, pursuant to Section 13.5.

12.10. Non-Waiver of Claims. Franchisor's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of Franchisor's right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which Franchisor's and the transferee are parties, by the transferee.

### 13. **DEFAULT AND TERMINATION**

13.1. Termination In the Event of Bankruptcy or Insolvency. You will be in default under this Agreement, and all rights granted to you in this Agreement shall automatically terminate without notice, if you become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed and against you and you do not oppose it; if you are adjudicated as bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of

competent jurisdiction; if proceedings for a composition with creditors under any state or federal law is instituted by or against you; if a final judgment remains unsatisfied or of record for 30 days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if judicial, non-judicial or administrative proceedings to foreclose any lien or mortgage against the Franchised Location premises or assets or equipment is instituted against you and not dismissed within 30 days; or if the real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable.

13.2. Termination with Notice and Without Opportunity to Cure. Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of notice without opportunity to cure if: **(a)** you or your General Manager fails to successfully complete training; **(b)** you fail to open the Shop for business by the Opening Date, within six months of securing a site for the Shop, or within 10 months after the Effective Date, whichever occurs sooner; **(c)** you abandon the Franchised Business (which will be presumed if you cease operations for three consecutive days or more); **(d)** you lose any license required to operate the Franchised Business or you lose your right to occupy the Shop premises; **(e)** you or any Owner is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System; **(f)** there is any transfer or attempted transfer in violation of Article 12 of this Agreement; **(g)** you or any Owner fails to comply with the confidentiality or noncompete covenants in this Agreement; **(h)** you or any Owner has made any material misrepresentations in connection with your franchise application; **(i)** you fail to comply with notification requirements set forth in Sections 6.1, concerning investigations and Crisis Management Events; **(j)** you understate any payment to Franchisor by 2% or more, or understate any such payment in any amount, twice in any two-year period; **(k)** if an imminent threat or danger to public health or safety results from the operation of the Franchised Business; **(l)** you knowingly maintain false books or records or submit any false reports or statements to Franchisor; **(m)** you offer unauthorized products or services from the Shop premises or in conjunction with the Marks or Copyrighted Works; **(n)** purchase items for which Franchisor has identified Approved Suppliers from an unapproved source; **(o)** failure to pass two or more quality assurance inspections within any rolling 12-month period; or **(p)** Franchisor delivers to you three or more written notices of default pursuant to this Article 13 within any rolling 12-month period, regardless of whether or not the defaults described in such notices ultimately were cured.

13.3. Termination with 10-Day Cure Period. Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within 10 days after delivery of written notice: **(a)** failure to obtain or maintain required insurance coverage; **(b)** failure to pay any amounts due to Franchisor; **(c)** you fail to pay any amounts due to your trade creditors (unless such amount is subject to a bona fide dispute); **(d)** you fail to pay any amounts for which Franchisor has advanced funds for or on your behalf, or upon which Franchisor is acting as guarantor of your obligations; **(e)** your violation of any provision of this Agreement concerning the use and protection of the Marks or Copyrighted Works; or **(f)** your violation of any provision of this Agreement concerning the preparation, service, appearance or quality of EGG ON A ROLL products.

13.4. Termination with 30-Day Cure Period. Except as otherwise provided in this Article 13, Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure any curable default within 30 days after delivery of written notice.

13.5. Termination Related to Death or Permanent Incapacity. Franchisor has the right to terminate this Agreement if an approved transfer as required by Section 12.9 is not effected within the designated timeframe following a death or permanent incapacity (mental or physical).

13.6. Cross-Default. Any default under any agreement between you and Franchisor or its Affiliates, and failure to cure within any applicable cure period, shall be considered a default under this Agreement and shall provide an independent basis for termination of this Agreement.

13.7. Step In Rights. To prevent any interruption of the business of the Shop, and any injury to the goodwill and reputation to the System which may be caused thereby, you hereby authorize Franchisor, and Franchisor shall have the right, but not the obligation, to operate the Shop on your behalf for as long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement, in the event that: **(a)** your General Manager is absent or incapacitated by reason of illness, death or disability and, therefore, in Franchisor's sole determination, you are not able to operate the Shop in full compliance with this Agreement; **(b)** any allegation or claim is made against you or any of your principals, or the operation of the Shop, involving or relating to fraudulent, deceptive, or illegal practices or activities; or **(c)** Franchisor determines that operational problems require Franchisor to operate your Shop for a period of time to maintain the operation of the business as a going concern. If Franchisor undertakes to operate the Shop pursuant to this Section 13.7., Franchisor shall have the right to collect and pay from the revenues of the Shop all operating expenses including, without limitation, Royalty Fees, Advertising Fees, and employee salaries, and further shall be entitled to collect, as compensation for its efforts, a reasonable management fee equal to the greater of: **(y)** 10% of Gross Revenue and **(z)** \$500 per day plus reimbursement of Franchisor's costs and expenses. You shall indemnify and hold harmless Franchisor from any and all claims arising from the alleged acts and omissions of Franchisor and its representatives. Nothing contained herein shall prevent Franchisor from exercising any other right which Franchisor may have under this Agreement, including, without limitation, termination.

13.8. Additional Remedies. In addition to, or in lieu of, termination of this Agreement, in its sole discretion, Franchisor may require the Shop be closed during any cure period relating to a default based on public health and safety concerns.

#### **14. OBLIGATIONS UPON TERMINATION OR EXPIRATION**

14.1. Cease Use of Marks; Copyrighted Works; Cancellation of Fictitious Name; Assignment of E-mail Addresses, URLs, Domain Names, Internet Listings. You shall immediately cease all use of the Marks, Copyrighted Works, and Confidential Information. You shall cancel any assumed name registration containing the Marks. You shall, at Franchisor's option and request, assign to Franchisor all rights to all e-mail addresses, URLs, domain names, Internet listings, and Internet accounts related to the Franchised Business. You hereby appoint Franchisor as your attorney-in-fact with full power and authority for the sole purpose of assigning these rights to Franchisor. This appointment shall be deemed to be coupled with an interest and shall continue in full force and effect until the termination or expiration of this Agreement.

14.2. Assignment of Lease; De-Identification. At Franchisor's request, you shall assign to Franchisor or its designee your interest in the lease, including your interest in all leasehold improvements, without additional compensation. If Franchisor does not request assignment of the lease before or as of the date of expiration or termination of this Agreement, then within 10 days after termination or expiration of this Agreement, you shall modify the Shop premises (including, without limitation, the changing of the color scheme and other distinctive design features, and the changing of and assigning to Franchisor of, the telephone numbers) as may be necessary to distinguish the appearance of the Franchised Location from that of other EGG ON A ROLL Shops, and shall make such specific additional changes to the Franchised Location as Franchisor may reasonably request for that purpose. If you fail to de-identify the Shop premises within a reasonable time, you hereby grant a license to Franchisor's personnel and designees to enter upon the Shop premises and take all actions necessary to de-identify the premises as an EGG ON A ROLL Shop including, without limitation, removing all signage, advertising materials, trade dress, displays, proprietary equipment, and Proprietary Products, and any other items which display the Marks or reflect Franchisor's trade dress. Franchisor may charge a reasonable fee for its services; you agree to pay the fee on demand and to reimburse Franchisor for all de-identification related costs that it incurred.

14.3. Return of Manuals and Other Confidential Information. You shall immediately deliver to Franchisor the Manuals and all other manuals, records, correspondence, files, and any instructions

containing Confidential Information relating to the operation of the Franchised Business which are in your possession; and all copies thereof (all of which are acknowledged to be the property of Franchisor).

14.4. Franchisor's Right to Purchase Fixtures and Tangible Assets. Franchisor has the option to purchase your interest (if any) in any or all of the Shop's leasehold improvements, furniture, fixtures, equipment, inventory, supplies, and interior and exterior signs for a purchase price equal to the lesser of your cost or then-current fair market value, to be determined by a qualified independent third-party of Franchisor's choosing (the cost of which shall be borne equally by the Franchisor and you), and may set off against the purchase price any amounts that you owe to Franchisor. Franchisor shall exercise its option by written notice to you delivered before or within 30 days after the date of expiration or termination of this Agreement.

## 15. COVENANTS

15.1. Non-Competition During Term of Agreement. You and each Owner acknowledge that you and each Owner will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques and trade secrets of Franchisor and the System. You and each Owner covenant and agree that during the term of this Agreement, except as otherwise approved in writing by Franchisor, you and, if applicable, such Owner, shall not, either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, or legal entity:

15.1.1. Divert or attempt to divert any present or prospective customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

15.1.2. Employ or seek to employ any person who is or has been within the previous 30 days employed by Franchisor or an Affiliate of Franchisor as a salaried managerial employee, or otherwise directly or indirectly induce such person to leave his or her employment.

15.1.3. Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business, other than an EGG ON A ROLL Shop operated pursuant to a then-currently effective franchise agreement with Franchisor at any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks.

15.2. Non-Competition After Expiration or Termination of Agreement. For a continuous two-year period commencing upon a transfer permitted under Article 12 of this Agreement, expiration of this Agreement (without renewal), or termination of this Agreement (regardless of the cause for termination), you shall not either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any Competitive Business, other than an EGG ON A ROLL Shop operated pursuant to a then-currently effective franchise agreement with Franchisor, and is, or is intended to be, located **(a)** at the location of the former Shop; **(b)** within a 25-mile radius of the Shop; or **(c)** within a 25-mile radius of any other EGG ON A ROLL Shop in existence or under development at the time of such expiration, termination or transfer. If any Owner ceases to be an Owner of the franchisee for any reason during the franchise time, the foregoing covenant shall apply to the departing Owner for a two-year period beginning on the date such person ceases to meet the definition of an Owner. The obligations described in this Section 15.2 shall be tolled during any period of noncompliance.

15.3. Additional Provisions. The parties agree that Franchisor has the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 15.1 and 15.2, or any portion thereof, without your consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected

party; and you and each Owner agree that such person shall comply forthwith with any covenant as so modified. You and each Owner expressly agree that the existence of any claims you may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants in this Article 15. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article 15.

15.4. Covenants from Individuals. Each individual who attends Franchisor's training program and other key employees designated by Franchisor shall be required to sign a confidentiality and noncompete agreement substantially in the form attached as Attachment D-2 to this Agreement. You shall be responsible for ensuring compliance with such agreement.

15.5. Breach of Covenants Causes Irreparable Injury. You acknowledge that your violation of any covenant of this Article 15 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and you consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an *ex parte* or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

15.6. Exception for Publicly Held Companies. The foregoing restrictions shall not apply to your ownership or any Owner's ownership of less than a 5% beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

15.7. Improvements. If you, your employees, or Owners develop any new concept, process or improvement in the operation or promotion of an EGG ON A ROLL Shop ("**Improvement**"), you agree to promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such Improvement shall become Franchisor's sole property and Franchisor shall be the sole owner of all related patents, patent applications, and other intellectual property rights. You and your Owners hereby assign to Franchisor any rights you or your Owners may have or acquire in the Improvements, including the right to modify the Improvement, and waive and/or release all rights of restraint and moral rights therein and thereto. You and your Owners agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such Improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. You and your Owners hereby irrevocably designate and appoint Franchisor as agent and attorney-in-fact for you and for them to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property right related to any such Improvement. In the event that the foregoing provisions of this Section 15.7 are found to be invalid or otherwise unenforceable, you and your Owners hereby grant to Franchisor a worldwide, perpetual, exclusive, fully-paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe on you or your Owners' rights therein.

## 16. REPRESENTATIONS

16.1. Representations of Franchisor. Franchisor represents that: **(a)** Franchisor is duly organized and validly existing under the law of the state of its formation; **(b)** Franchisor is duly qualified and authorized to do business in each jurisdiction in which its business activities or the nature of the properties it owns requires such qualification; and **(c)** the execution of this Agreement and the performance of the transactions contemplated by this Agreement are permitted under Franchisor's written limited liability agreement and have been duly authorized.

16.2. Representations of Franchisee.

16.2.1. If you are a Business Entity, you represent that the information set forth in Attachment C, incorporated by reference hereto, is accurate and complete in all material respects. You shall notify Franchisor in writing within 10 days of any change in the information set forth in Attachment C. You further

represent to Franchisor that: **(a)** you are duly organized and validly existing under the law of the state of your formation (if you are a Business Entity); **(b)** you are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties you own require such qualification; and **(c)** your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the operation of the Franchised Business (if you are a Business Entity). You warrant and represent that neither you nor any of your Affiliates or Owners own, operate or have any financial or beneficial interest in any Competitive Business; and, if you are a Business Entity, the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within your corporate power, or if you are a partnership or a limited liability company, are permitted under your written partnership or limited liability company agreement and have been duly authorized.

16.2.2. You acknowledge that you have conducted an independent investigation of the EGG ON A ROLL franchise opportunity and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent on your ability as an independent businessperson.

16.2.3. You represent that neither Franchisor nor its agents or representations have made any representations, and you have not relied on representations made by Franchisor or its agents or representatives, concerning actual or potential sales, expenses or profit of an EGG ON A ROLL Shop, except for any information that may have been contained in Item 19 of the Franchise Disclosure Document, delivered to you in connection with your purchase of an EGG ON A ROLL franchise.

16.2.4. You acknowledge that you have received a complete copy of Franchisor's Franchise Disclosure Document at least 14 calendar days before you signed this Agreement or paid any consideration to Franchisor for your franchise rights.

16.2.5. You acknowledge that you have read and that you understand the terms of this Agreement and its attachments, and that you have had ample time and opportunity to consult with an attorney or business advisor of your choice about the potential risks and benefits of entering into this Agreement.

16.2.6. You represent that neither your property nor any interest in your property, nor the property of any of your Owners, officers, directors, managers, partners, agents or employees, or their respective interests therein, have been blocked pursuant to Executive Order 13224 of September 23, 2001, pertaining to persons who commit, threaten to commit, or support terrorism ("**Blocked Persons**"). You represent to Franchisor that you will not accept money from or employ any Blocked Person.

## 17. NOTICES

17.1. Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail; by private overnight delivery; or by e-mail. Service shall be deemed conclusively made: **(a)** at the time of service, if personally served; **(b)** 24 hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; **(c)** upon the earlier of actual receipt or three calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; **(d)** 24 hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and **(e)** at the time of transmission by e-mail, if such transmission occurs prior to 5:00 p.m. Eastern Time on a Business Day and a copy of such notice is mailed within 24 hours after transmission. Notices and demands shall be given to the respective parties at the addresses set forth on the Summary Pages, unless and until a different address has been designated by written notice to the other party. Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party.

## 18. CONSTRUCTION

18.1. Entire Agreement. This Agreement represents the entire, fully integrated agreement between the parties and supersedes all other negotiations, agreements, representations, and covenants, oral or written, concerning the subject matter hereof. No amendment, change, or variance from this Agreement shall be binding on either party unless memorialized in a writing signed by both parties. Nothing in this Agreement is intended to disclaim any representation made in the Franchise Disclosure Document delivered to you in connection with your purchase of an EGG ON A ROLL franchise.

18.2. No Waiver. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless the same is made in writing and executed by the party to be charged therewith.

18.3. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

18.4. Survival of Terms. Any provision or covenant of this Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination.

18.5. Definitions and Captions. Unless otherwise defined in this body of this Agreement, capitalized terms have the meaning ascribed to them in Attachment A (“**Glossary of Additional Terms**”). All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

18.6. Persons Bound. This Agreement shall be binding on the parties and their respective successors and assigns. Each Owner shall execute the Guaranty and Personal Undertaking attached as Attachment D-1. Failure or refusal to do so shall constitute a breach of this Agreement. You and each Owner shall be joint and severally liable for each person’s obligations hereunder and under the Guaranty and Personal Undertaking.

18.7. Rules of Construction. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

18.8. Timing. Time is of the essence with respect to all provisions in this Agreement. Notwithstanding the foregoing, if performance of either party is delayed on account of a Force Majeure, the applicable deadline for performance shall be extended for a period commensurate with the Force Majeure, but not to exceed 12 months.

18.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

## 19. APPLICABLE LAW; DISPUTE RESOLUTION

19.1. Choice of Law. This Agreement and all claims arising out of or related to this Agreement or the parties’ relationship created hereby shall be construed under and governed by the laws of the State of South Dakota (without giving effect to any conflict of laws).

19.2. Dispute Resolution.

19.2.1. The parties will first attempt to resolve by negotiation any dispute between them (a “Dispute”). Either party may begin the negotiation process by delivering to the other party a written “Request for Dispute Resolution,” describing the nature of the dispute.

19.2.2. Any Dispute that is not resolved by negotiation within 10 days after delivery of the Request for Dispute Resolution shall be submitted to mediation. Mediation shall be initiated by either party's delivery to the other party of a written Request for Mediation pursuant to the terms of subsection 19.2.3 through 19.2.5., below.

19.2.3. The mediation shall be conducted by a mediator mutually and reasonably agreed on by the parties. Failing such agreement within 15 days after delivery of the Request for Mediation, the mediator shall be appointed by the American Arbitration Association or any successor organization ("AAA") in accordance with its rules governing mediation. Unless otherwise agreed by the parties, mediation shall be held at the offices of the AAA in the city in which Franchisor maintains its principal place of business at the time the mediation is initiated. The costs and expenses of mediation paid to the AAA or to the mediator will be paid equally by the parties. All other mediation-related expenses, including but not limited to, attorneys' fees and travel expenses, will be paid by the party which incurred such expense.

19.2.4. If the parties are unable to resolve the claim, controversy or dispute within 90 days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may initiate an arbitration proceeding pursuant to Section 19.3. The parties agree that statements made during mediation will not be admissible for any purpose in any subsequent legal proceeding.

19.2.5. Notwithstanding the foregoing provisions of this Section 19.2, the parties' agreement to negotiate and mediate shall not apply to controversies, disputes or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, your or any Owner's misuse or infringement of the Marks or Copyrighted Works, or your or any Owner's misuse of Franchisor's Confidential Information, or your or any Owner's violation of their non-competition obligations. Moreover, regardless of this mediation agreement, Franchisor and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

### 19.3. Arbitration.

19.3.1. Any dispute, controversy, or claim between the parties or their respective Affiliates or Owners including, without limitation, claims arising out of or relating to this Agreement and the relationships created hereby that are not solved during the mediation process described in Section 19.2, must be resolved by arbitration. The arbitration shall be administered in accordance with the Commercial Rules of the AAA. The Arbitrator must be a person experienced in food service franchising or franchise law who has no prior business or professional relationship with either party. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) ("FAA"). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction, and the arbitrator must state in writing the reasoning upon which the award is based. The costs and expenses of arbitration paid to the AAA or to the arbitrator will be paid equally by the parties. All other arbitration-related expenses, including but not limited to attorneys' fees and travel expenses, will be paid by the party which incurred such expense.

19.3.2. Arbitration will be conducted in the city in which Franchisor maintains its principal business office at the time of the arbitration. Arbitration will be conducted on an individual, not a class-wide basis, and an arbitration proceeding between the parties and their respective Owners, officers, directors, agents, and/or employees may not be consolidated with any other arbitration proceeding between Franchisor and any other person. The arbitrator has no power or authority to award punitive damages.

19.3.3. Any disputes concerning the enforceability or scope of this arbitration provision must be resolved pursuant to the FAA, and the parties agree that the FAA preempts any state law restrictions (including the site of the arbitration) on the enforcement of this arbitration provision.

19.3.4. If you institute any claim subject to this arbitration proceeding in any court, and Franchisor succeeds in a motion to compel arbitration of the claim, you must reimburse Franchisor its reasonable attorneys' fees and costs in defending the action and in its motion to compel arbitration.

19.3.5. Notwithstanding the foregoing provisions of this Section 19.3., the parties' agreement to arbitrate will not apply to controversies, disputes, or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, the Marks, obligations to not compete, or Franchisor's Confidential Information. Franchisor has the right to apply to any court of competent jurisdiction for injunctive relief to prevent continued or threatened harm while arbitration is pending. You and your Owners irrevocably consent to personal jurisdiction in the state and federal courts located in the county in which Franchisor maintains its principal place of business for this purpose.

19.4. Venue. Without limiting the generality of the arbitration provision, the parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought and maintained exclusively in the state or federal court serving the judicial district in which Franchisor maintains its principal place of business at the time the action is initiated, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Notwithstanding the foregoing, Franchisor shall have the right to seek injunctive relief from any court of competent jurisdiction.

19.5. Nonexclusivity of Remedy. No right or remedy conferred upon or reserved to Franchisor or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

19.6. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

19.7. WAIVER OF PUNITIVE DAMAGES. YOU HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE FRANCHISOR AND AGREE THAT IN THE EVENT OF A DISPUTE WITH FRANCHISOR YOU SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

19.8. No Class Action. The parties agree that any claims will be adjudicated solely on an individual bases, and they voluntarily, knowingly, and intelligently waive any right they may have to bring or otherwise participate with other persons in any class, collective, or consolidated action or representative action under any federal, state, or local law or statute to the fullest extent permitted by law.

19.9. Contractual Limitations Period. No legal action or proceeding may be brought against Franchisor or its officers, directors, agents, or employees, for any claim or cause of action (whether sounding in contract, tort, or otherwise) unless such action or proceeding is instituted within one year and one day from the date the claim or cause of action accrued. This provision is intended to shorten any applicable statute of limitations to the extent permitted by law.

19.10. Attorneys' Fees. If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

[Signature Page Follows]

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Agreement to be effective on the Effective Date set forth above.

**FRANCHISOR**  
**EGG ON A ROLL FRANCHISING, LLC**  
a South Dakota limited liability company

**FRANCHISEE**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A**  
**GLOSSARY OF ADDITIONAL TERMS**

“**Account**” means your commercial bank operating account.

“**Affiliate**” means an affiliate of a named person identified as any person or entity that is controlled by, controlling or under common control with such named person.

“**Agreement**” means the Franchise Agreement.

“**Business Day**” means each day other than a Saturday, Sunday, U.S. holiday or any other day on which the Federal Reserve is not open for business in the United States.

“**Business Entity**” means any person with the power to enter into contracts, other than a natural person. The term includes a corporation, limited liability company, limited partnership, and trust.

“**Competitive Business**” means any business where the sale of egg sandwiches represents more than 10% of such business’s sales, except for a business operated under a valid franchise agreement with Franchisor.

“**Confidential Information**” means all trade secrets, the Standards, and other elements of the System; all customer information; all information contained in the Manuals; Franchisor’s proprietary recipes and standards and specifications for product preparation, packaging and service; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Franchise Agreement, and all other information that Franchisor designates.

“**Controlling Interest**” means: **(a)** if you are a corporation or a limited liability company, that the Owners, either individually or cumulatively **(i)** directly or indirectly own at least 51% of the shares of each class of the developer entity’s issued and outstanding capital stock or membership units, as applicable; and **(ii)** are entitled, under its governing documents and under any agreements among the Owners, to cast a sufficient number of votes to require such entity to take or omit to take any action which such entity is required to take or omit to take under this Agreement; or **(b)** if you are a partnership, that the Owners **(i)** own at least 51% interest in the operating profits and operating losses of the partnership as well as at least 51% ownership interest in the partnership (and at least 51% interest in the shares of each class of capital stock of any corporate general partner); and **(ii)** are entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of any other partner or be able to cast a sufficient number of votes to require the partnership to take or omit to take any action which the partnership is required to take or omit to take under this Agreement. Any interest less than 51% of the corporation, limited liability company, or partnership is a “**Non-Controlling Interest**.”

“**Copyrighted Works**” means works of authorship which are owned by Franchisor and fixed in a tangible medium of expression including, without limitation, the content of the Manual, the design elements of the Marks, Franchisor’s menus, bulletins, correspondence and communications with Franchisor’s franchisees, training, advertising and promotional materials, and the content and design of Franchisor’s Web site.

“**Crisis Management Event**” means any event that occurs at or about the Shop premises or in connection with the operation of the Franchised Business that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, or any other circumstance which may materially and adversely affect the System or the goodwill symbolized by the marks.

“**Force Majeure**” means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot or other civil disturbance; epidemics; or other similar forces which could not, by the exercise of reasonable diligence, have been avoided; provided, however, that neither an act or failure to act by a government authority, nor the performance, nonperformance, or exercise of rights by your lender, contractor, or other person qualifies

as a Force Majeure unless the act, failure to act, performance, non-performance, or exercise of rights resulted from a Force Majeure. Your financial inability to perform or your insolvency is not a Force Majeure.

**“Manual”** means the compilation of information and knowledge that is necessary and material to the System. The term “Manual,” as used in this Agreement, includes all publications, materials, drawings, memoranda, and other electronic media that Franchisor from time to time may loan to you. The Manual may be supplemented or amended from time to time by letter, electronic mail, bulletin, or other communications concerning the System to reflect changes in the image, specifications, and standards relating to developing, equipping, furnishing, and operating an EGG ON A ROLL.

**“Marks”** means certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the marks “EGG ON A ROLL” and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use in connection with the System.

**“Gross Revenue”** means the total selling price of all services and products and all income of every other kind and nature related to your EGG ON A ROLL Shop including income related to catering operations and special events and the full value of meals provided to your employees as an incident to their employment (except you may credit the value of any discounts against Gross Revenue during the week in which the meals are provided), whether for cash or credit and regardless of collection in the case of credit. Gross Revenue does not include (i) sales (or similar) taxes that you collect from your customers if you transmit them to the appropriate taxing authority; (ii) proceeds from isolated sales of trade fixtures that are not part of the products and services you offer and that do not have any material effect on the operation of your EGG ON A ROLL Shop; (iii) tips or gratuities paid directly by Shop customers to your employees or paid to you and then turned over to these employees by you in lieu of direct tips or gratuities; or (iv) returns to shippers or manufacturers. Gross Revenue also does not include proceeds from the sale of gift cards (all proceeds from the sale of gift cards belong to us), but it does include the redemption value of gift cards at the time purchases are made. You are responsible for the accurate reporting of gift card sales and the corresponding impact on Gross Revenue.

**“Owner”** means each individual or entity holding a beneficial ownership in the franchisee. It includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust.

**“Proprietary Products”** means recipes and menu items that incorporate Franchisor’s trade secrets and proprietary information and products and ingredients that are manufactured according to proprietary specifications.

**“You”** means the franchisee identified above and its successors and assigns.

**ATTACHMENT B  
KEY TERMS**

Section 1.1.1. The “Franchised Location” is at: \_\_\_\_\_

Section 1.2. The “Protected Area” is: \_\_\_\_\_

Section 1.2. The “Delivery Area” is: \_\_\_\_\_

Section 3.5. The “Opening Date” is: \_\_\_\_\_

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Attachment B on \_\_\_\_\_  
\_\_\_\_\_.

**FRANCHISOR**  
**EGG ON A ROLL FRANCHISING, LLC**  
a South Dakota limited liability company

**FRANCHISEE**  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT C  
ENTITY INFORMATION**

If Franchisee is a Business Entity, you represent that the following information is accurate and complete in all material respects as of \_\_\_\_\_.

- (1) Franchisee is a \_\_\_\_\_, formed under the laws of the state of \_\_\_\_\_.
- (2) You shall provide to Franchisor concurrently with the execution hereof true and accurate copies of the franchisee’s formation and governing documents.
- (3) You promptly shall provide such additional information as Franchisor may from time-to-time request concerning all persons who may have any direct or indirect financial interest in the franchisee entity.
- (4) The name and address of each of Owner:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

**FRANCHISOR**  
**EGG ON A ROLL FRANCHISING, LLC**  
 a South Dakota limited liability company

**FRANCHISEE**  
 \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**ATTACHMENT D-1**  
**GUARANTY AND PERSONAL UNDERTAKING**

1. I have read the Franchise Agreement between EGG ON A ROLL FRANCHISING, LLC (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**”).
2. I own a beneficial interest in the Franchisee and would be considered an “**Owner**” within the definition contained in Franchise Agreement.
3. I understand that, were it not for this Guaranty and Personal Undertaking (“**Guaranty**”), Franchisor would not have agreed to enter into the Franchise Agreement with the Franchisee.
4. I will comply with of the provisions contained in Article 7 of the Franchise Agreement concerning the Franchisee’s use of Franchisor’s Marks and Copyrighted Works (as that term is defined in the Franchise Agreement). I understand that, except for the license granted to the Franchisee, I have no individual right to use the Marks or Copyrighted Works and I have no ownership interest in the Marks or Copyrighted Works.
5. I will comply with all of the provisions contained in Article 8 of the Franchise Agreement concerning the use of the Confidential Manuals and Information. I will maintain the confidentiality of all Confidential Information disclosed to me. I agree to use the Confidential Information only for the purposes authorized under the Franchise Agreement. I further agree not to disclose any of the Confidential Information, except **(a)** to the Franchisee’s employees on a need-to-know basis, **(b)** to the Franchisee’s and my legal and tax professionals to the extent necessary for me to meet my legal obligations, and **(c)** as otherwise may be required by law.
6. I will comply with all of the provisions contained in Article 12 of the Franchise Agreement concerning the transfer of my ownership interest in the Franchisee.
7. While I am an Owner of the Franchisee and, for a two-year period after I cease to be an Owner (or two years after termination or expiration (without renewal) of the Franchise Agreement, whichever occurs first), I will not:
  - (a)** Divert or attempt to divert any present or prospective customer of an EGG ON A ROLL Shop to any competitor or do anything to harm the goodwill associated with the Marks and the System;
  - (b)** Employ or seek to employ any person who is or has been within the previous 30 days employed by Franchisor or an Affiliate of Franchisor as a salaried managerial employee, or induce such person to leave his or her employment; or
  - (c)** Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business. This restriction shall apply, while I am an Owner, to any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks. It will apply for two years after I cease to be an Owner (or two years after termination or expiration of the Franchise Agreement, whichever occurs first) to any location that is, or is intended to be, located **(i)** at the location of the former Shop; **(ii)** within a 25-mile radius of the Shop; or **(iii)** within a 25-mile radius of any other EGG ON A ROLL Shop in existence or under development at the time I cease being an Owner (or termination or expiration of the Franchise Agreement, whichever occurs first). This two-year period described in this Section 7(c) shall be tolled during any period of noncompliance.
8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Guaranty. If all or any portion of a covenant in this Guaranty is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of

such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Guaranty.

9. I understand and acknowledge that Franchisor has the right, in its sole discretion, to reduce the scope of any covenant set forth in this Guaranty, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified.

10. I agree that the provisions contained in Article 19 of the Franchise Agreement will apply to any dispute arising out of or relating to this Guaranty. If Franchisor brings any legal action to enforce its rights under this Guaranty, I will reimburse Franchisor its reasonable attorneys' fees and costs.

11. I hereby guarantee the prompt and full payment of all amounts owed by the Franchisee under the Franchise Agreement.

12. I will pay all amounts due under this Guaranty within 14 days after receiving notice from Franchisor that the Franchisee has failed to make the required payment. I understand and agree that Franchisor need not exhaust its remedies against the Franchisee before seeking recovery from me under this Guaranty.

13. No modification, change, impairment, or suspension of any of Franchisor's rights or remedies shall in any way affect any of my obligations under this Guaranty. If the Franchisee has pledged other security or if one or more other persons have personally guaranteed performance of the Franchisee's obligations, I agree that Franchisor's release of such security will not affect my liability under this Guaranty.

14. **I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FRANCHISOR, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE.**

15. I understand that Franchisor's rights under this Guaranty shall be in addition to, and not in lieu of, any other rights or remedies available to Franchisor under applicable law.

16. I agree that any notices required to be delivered to me will be deemed delivered at the time delivered by hand; one Business Day after electronically confirmed transmission by facsimile or other electronic system; one Business Day after delivery by Express Mail or other recognized, reputable overnight courier; or three Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the address identified on the signature line below. I may change this address only by delivering to Franchisor written notice of the change.

Intending to be legally bound, I have executed this Guaranty and Personal Undertaking on the date set forth below:

**GUARANTOR**

Dated: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_

**ATTACHMENT D-2**  
**CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**  
**(for trained employees of \_\_\_\_\_ (“Franchisee”))**

In accordance with the terms of this Confidentiality and Non-Competition Agreement (“**Confidentiality Agreement**”) and in consideration of my being in a trusted position with the Franchisee, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Franchisee has acquired the right and franchise from EGG ON A ROLL FRANCHISING, LLC (“**Franchisor**”) to establish and operate a Franchised Business (“**Franchised Business**”) and the right to use in the operation of the Franchised Business Franchisor’s trade names, trademarks, service marks, including the service mark EGG ON A ROLL (“**Marks**”) and the system developed by Franchisor and/or its affiliates for operation and management of Franchised Businesses (“**System**”), as they may be changed, improved, and further developed from time to time in Franchisor’s sole discretion.
2. Franchisor possesses certain proprietary and confidential information relating to the operation of the System, which includes the Manuals, recipes, trade secrets, and copyrighted materials, methods, and other techniques and know-how (“**Confidential Information**”).
3. Any and all manuals, trade secrets, copyrighted materials, methods, information, knowledge, know-how, and techniques which Franchisor specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Confidentiality Agreement.
4. In my trusted position with Franchisee, Franchisor and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, Franchisor’s operations manual (“**Manual**”) and other general assistance during the term of this Confidentiality Agreement.
5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.
6. The Confidential Information is proprietary, involves trade secrets of Franchisor, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by Franchisor as confidential. Unless Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my job duties, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.
7. Except as otherwise approved in writing by Franchisor, I shall not, while in my position with the Franchisee and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, and continuing for one year thereafter, either directly or indirectly, for myself or through, on behalf of, or in conjunction with any other person, partnership, corporation, or other limited liability company own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any business where egg sandwiches represents more than 10% of such business’s sales, other than the business authorized in the Franchise Agreement, within a radius of 25 miles of any EGG ON A ROLL Shop. This restriction does not apply to my ownership of less than five percent beneficial interest in the outstanding securities of any publicly-held corporation. The two-year time period restriction will be tolled during any period of my noncompliance.
8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Confidentiality Agreement. If all or any portion of a covenant in this Confidentiality

Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Confidentiality Agreement.

9. I understand and acknowledge that Franchisor has the right, in its sole discretion, to reduce the scope of any covenant set forth in this Confidentiality Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified.

10. Franchisor is a third-party beneficiary of this Confidentiality Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Confidentiality Agreement will cause Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or Franchisor may apply for the issuance of an injunction preventing me from violating this Confidentiality Agreement, and I agree to pay the Franchisee and Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Confidentiality Agreement is enforced against me. Due to the importance of this Confidentiality Agreement to the Franchisee and Franchisor, any claim I have against the Franchisee or Franchisor is a separate matter and does not entitle me to violate or justify any violation of this Confidentiality Agreement.

11. This Confidentiality Agreement shall be construed under the laws of the State of South Dakota. The only way this Confidentiality Agreement can be changed is in writing signed by both the Franchisee and me.

12. With respect to all claims, controversies and disputes, I irrevocably consent to personal jurisdiction and submit myself to the jurisdiction of the state courts located in Minnehaha County, South Dakota, and the United States District Court for the District of South Dakota. I acknowledge that I am to receive valuable information emanating from Franchisor's headquarters in Sioux Falls, South Dakota. In recognition of the information and its origin, I hereby irrevocably consent to the personal jurisdiction of the state and federal courts of South Dakota as set forth above. Notwithstanding the foregoing, I acknowledge and agree that Franchisor or the Franchisee may bring and maintain an action against me in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT AS OF THE DATES NOTED BELOW.

**[EMPLOYEE]**

**ACKNOWLEDGED BY FRANCHISEE**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT E  
ACH AUTHORIZATION  
AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

Please complete and sign this form.

**Franchisee Information**

Franchisee Name or Legal Entity

EGG ON A ROLL Shop Number & Location

Name and Email of Person to Receive ACH Debit Advice

**Authorization Agreement**

I (we) hereby authorize EGG ON A ROLL FRANCHISING, LLC (“**Company**”) to make ACH withdrawals from my (our) account at the financial institution named below. I also authorize the Company to initiate direct deposits into this account in the event that a debit entry is made in error. I (we) acknowledge that the origination of ACH transactions to or from my (our) account must comply with the provisions of U.S. law.

I agree to indemnify the Company for any loss arising in the event that any withdrawals from my (our) account shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

This agreement will remain in effect until the Company has received advanced written notice of cancellation from me (us) in such time and in such manner as to afford the Company a reasonable opportunity to act on it, and in no event shall such notice period be less than 30 days.

**Payor/Franchisee Account Information**

Name of Financial Institution:

ABA Routing Number:

Account Number:

Checking

Savings

**Payor/Franchisee Signature**

Authorized Signature  
(Primary):

Date:

Authorized Signature (Joint):

Date:

Account holder(s), please sign here: *(Joint accounts require the signature of all persons having authority over the account)*

Please attach a voided check at right, fax and mail to:

EGG ON A ROLL FRANCHISING, LLC

ATTACH CHECK HERE

**ATTACHMENT F  
LEASE RIDER**

THIS LEASE RIDER (“**Rider**”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ (“**Landlord**”), with its principal offices at \_\_\_\_\_ and \_\_\_\_\_ (“**Franchisee**” or “**Tenant**”), with its principal offices at \_\_\_\_\_, and EGG ON A ROLL FRANCHISING, LLC, a South Dakota limited liability company (“**Franchisor**”).

In consideration of, and as an inducement to the execution of the Franchise Agreement between Franchisor and its franchisee, each of the undersigned agree as follows:

*(a)* Landlord acknowledges that Tenant is a franchisee of Franchisor and that the Shop located at the Premises (“**Unit**”) is operated under the EGG ON A ROLL franchise system, pursuant to a franchise agreement (“**Franchise Agreement**”) between Tenant and Franchisor. Landlord consents to Tenant’s use at the Premises of such marks and signs, decor items, color schemes, and related components of the EGG ON A ROLL system as Franchisor may prescribe for the Unit. During the term of the Franchise Agreement, the Premises may be used only for the operation of the Unit.

*(b)* Landlord agrees to furnish to Franchisor copies of any and all letters and notices sent to Tenant pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant. Without limiting the foregoing, in the event of any default by Tenant, Landlord shall give Franchisor written notice of such default. If Tenant has failed to cure such default at the expiration of the applicable cure period, Landlord shall give Franchisor further written notice of such failure (“**Franchisor Notice**”). Following Franchisor’s receipt of the Franchisor Notice, Franchisor shall have the right (but not the obligation) to cure Tenant’s default before Landlord shall exercise any of Landlord’s remedies arising as a consequence of Tenant’s default. Any such cure shall be effected within 15 days following Franchisor’s receipt of the Franchisor Notice. Such cure by Franchisor shall not be deemed to be an election to assume the terms, covenants, obligations, and conditions of the Lease.

*(c)* If Franchisor cures Tenant’s default, or if Franchisor notifies Landlord that the Franchise Agreement has been terminated (which termination shall constitute a non-curable default pursuant to the Lease upon Landlord’s receipt of Franchisor’s notice thereof), Landlord agrees, upon Franchisor’s written request, to assign to Franchisor any and all rights that Landlord may have under the Lease to remove and evict Tenant from the Premises and shall cooperate with Franchisor in order to pursue such action to a conclusion.

*(d)* If Franchisor cures Tenant’s default, or notifies Landlord of the termination of the Franchise Agreement, Franchisor shall have the right and option, upon written notice to Landlord, to do the following:

*(i)* Undertake to perform the terms, covenants, obligations, and conditions of the Lease on behalf of the Tenant (notwithstanding any removal or eviction of Tenant) for a period not to exceed six months from the first date of any cure by Franchisor; or

*(ii)* At any time within or at the conclusion of such six-month period, assume the terms, covenants, obligations, and conditions of the Lease for the remainder of the term, together with any applicable renewal options. In such event, Landlord and Franchisor shall enter into an agreement to document such assumption. Franchisor is not a party to the Lease and shall have no liability under the Lease unless and until said Lease is assigned to, and assumed by, Franchisor as herein provided.

*(e)* If, during the six-month period set forth in section *(d)(i)* above, or at any time after the assignment contemplated in section *(d)(ii)*, Franchisor shall notify Landlord that the franchise for the Unit is being granted to another EGG ON A ROLL franchisee, Landlord shall permit the assignment of the Lease to said franchisee without the payment of any fee or other cost requirement, provided that, said franchisee meets

Landlord's reasonable financial qualifications. Landlord shall not unreasonably withhold consent to such assignment. Thereafter, Franchisor shall be released from any and all further liabilities under the Lease. The parties agree to execute any commercially reasonable documents in furtherance of this section.

*(f)* Tenant will not assign the Lease or renew or extend the term thereof without the prior written consent of Franchisor, nor shall Landlord and Tenant amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing requirements without the prior written consent of Franchisor.

*(g)* Franchisor shall have the right to enter the Premises to make any modification or alteration necessary to protect the EGG ON A ROLL System and Marks (including, without limitation, remove all signs, advertising materials, displays, fixtures, proprietary equipment and inventory, and any other items which display the Marks or are indicative of EGG ON A ROLL trade dress) or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or tort. Landlord shall not be responsible for any expenses or damages arising from any such action by Franchisor. Tenant hereby releases, acquits, and discharges Franchisor and Landlord, their respective subsidiaries, affiliates, successors, and assigns and the officers, directors, shareholders, partners, employees, agents, and representatives of each of them, from any and all claims, demands, accounts, actions, and causes of action, known or unknown, vested or contingent, which any of them may have, ever had, now has, or may hereafter have by reason of any event, transaction, or circumstance arising out of or relating to the exercise of Franchisor's rights pursuant to this Rider.

*(h)* Landlord shall subordinate any lien in favor of Landlord created by the Lease to Franchisor. Landlord's rights to collect on any liens that Landlord files or attaches to Tenant's property rights shall be subordinate and inferior to Franchisor's lien rights against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Tenant and on the premises operated by Tenant under the Lease.

*(i)* All notices sent pursuant to this Rider shall be sent in the manner set forth in the Lease, and delivery of such notices shall be effective as of the times provided for in the Lease. For purposes of notice under the Lease, Franchisor's mailing address shall be, 140 N. Phillips Avenue, Ste. 103, Sioux Falls, South Dakota 57104, Attention: Chief Executive Officer, which address may be changed by written notice to Landlord in the manner provided in the Lease.

**FRANCHISOR:**

**LANDLORD:**

**EGG ON A ROLL FRANCHISING, LLC**  
**a South Dakota limited liability company**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT G  
FRANCHISEE QUESTIONNAIRE**

**The following questionnaire is not applicable to franchisees subject to the laws of the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.**

As you know, EGG ON A ROLL FRANCHISING, LLC (“we” or “us”) and you are preparing to enter into a Franchise Agreement for the operation of an EGG ON A ROLL franchise. The purposes of this Questionnaire are to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee. Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer on the back of this sheet.

- Yes \_\_\_ No \_\_\_      1. Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?
- Yes \_\_\_ No \_\_\_      2. Have you received and personally reviewed the Franchise Disclosure Document we provided?
- Yes \_\_\_ No \_\_\_      3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
- Yes \_\_\_ No \_\_\_      4. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
- Yes \_\_\_ No \_\_\_      5. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer? If “yes,” please provide the name and telephone number for your lawyer: \_\_\_\_\_
- 
- Yes \_\_\_ No \_\_\_      6. Do you understand the risks of operating an EGG ON A ROLL franchise?
- Yes \_\_\_ No \_\_\_      7. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities, and efforts and those of the person you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace?
- Yes \_\_\_ No \_\_\_      8. Do you understand we are not obligated to provide assistance to you in finding and securing a location for your EGG ON A ROLL Shop?
- Yes \_\_\_ No \_\_\_      9. Do you understand that we are not responsible for any construction delays?
- Yes \_\_\_ No \_\_\_      10. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be brought in arbitration in the city in which our principal place of business is located, if not resolved informally or by mediation?
- Yes \_\_\_ No \_\_\_      11. Do you understand the Franchise Agreement provides you can only collect compensatory damages on any claim under or relating to the Franchise Agreement, and not any punitive, exemplary, incidental, indirect, special, consequential, or other damages (including, without limitation, loss of profits)?

- Yes \_\_\_ No \_\_\_ 12. Do you understand that your General Manager must successfully complete the training program prior to the Opening Date; and that if he or she fails, in our sole judgment, to satisfactorily complete our training program, and you fail to cure such default within 30 days following written notice from us, we may terminate the Franchise Agreement?
- Yes \_\_\_ No \_\_\_ 13. Do you understand we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?
- Yes \_\_\_ No \_\_\_ 14. A) Do you understand that the U.S. Government has enacted anti-terrorist legislation that prevents us from carrying on business with any suspected terrorist or anyone associated directly or indirectly with terrorist activities?
- Yes \_\_\_ No \_\_\_ B) Is it true that you have never been a suspected terrorist or associated directly or indirectly with terrorist activities?
- Yes \_\_\_ No \_\_\_ C) Do you understand that we will not approve your purchase of an EGG ON A ROLL franchise if you are a suspected terrorist or associated directly or indirectly with terrorist activity?
- Yes \_\_\_ No \_\_\_ D) Is it true that you are not purchasing an EGG ON A ROLL franchise with the intent or purpose of violating any anti-terrorism law or for obtaining money to be contributed to a terrorist organization?
- Yes \_\_\_ No \_\_\_ 15. Is it true no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating an EGG ON A ROLL franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes \_\_\_ No \_\_\_ 16. Is it true no employee or other person speaking on our behalf made any statement or promise regarding the actual, average, or projected profits that you may earn in operating your Shop?
- Yes \_\_\_ No \_\_\_ 17. Is it true that no employee or other person speaking on our behalf made any representation to you concerning the amount of money or profits that any other EGG ON A ROLL Shop derived that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes \_\_\_ No \_\_\_ 18. Is it true no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in our Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support services, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes \_\_\_ No \_\_\_ 19. Do you understand that the Franchise Agreement contains the entire agreement between us and you concerning the franchise, meaning that we are not bound by a prior oral or written statement that may have been made to you, but which are not contained in the Franchise Agreement or Franchise Disclosure Document?

**The following language applies only to transactions governed by the Maryland Franchise Registration and Disclosure Law**

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 the Maryland Franchise Registration and Disclosure Law.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_, Individually  
Printed Name

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Printed Name  
of \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
(a \_\_\_\_\_ Partnership)

**ATTACHMENT H  
STATEE SPECIFIC AMENDMENTS**

**EGG ON A ROLL HOLDCO, LLC  
MINNESOTA AMENDMENT TO FRANCHISE AGREEMENT**

This MINNESOTA AMENDMENT (the “Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Agreement Date”), between **Egg on a Roll Franchising, LLC**, a South Dakota limited liability company, with its principal mailing address at 140 N. Phillips Avenue, Ste. 103, Sioux Falls, South Dakota 57104 (“Franchisor”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“Franchisee”).

1. Section 4.1 (Initial Fees) of the Franchise Agreement is amended by the following:

Based upon the franchisor’s financial condition, Minnesota has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisee opens for business under the franchise agreement.

2. Under the Minnesota Statute 604.113, NSF checks are governed by Minnesota, which puts a cap of \$30 on service charges.

3. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Amendment (the “Franchise Agreement”). This Amendment is annexed to and forms part of the Franchise Agreement. This Amendment is being signed because (a) the EGG ON A ROLL franchise that Franchisee will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in Minnesota.

4. Minnesota Law. The following paragraphs are added to the end of the Franchise Agreement:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

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

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

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Agreement to be effective on the Effective Date set forth above.

**FRANCHISOR**  
**EGG ON A ROLL FRANCHISING, LLC**  
a South Dakota limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EGG ON A ROLL FRANCHISING, LLC**  
**NORTH DAKOTA AMENDMENT TO THE FRANCHISE AGREEMENT**

In recognition of the requirements of the North Dakota law, including the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, Egg on a Roll Franchising, LLC (“**Franchisor**”) and \_\_\_\_\_ (“**Franchisee**”), hereby amend the Franchise Agreement between them dated \_\_\_\_\_ (the “**Franchise Agreement**”) as follows:

1. The following provision is added to the end of the Franchise Agreement as new Article 15:
  - A. Restrictive Covenants: All covenants restricting competition are subject to Section 9-08-06, N.D.C.C. which currently provides that a contract by which anyone is restrained from exercising a lawful profession, trade, or business of any kind is to that extent void, with limited exceptions.
  - B. Situs of Arbitration Proceedings: Any provision requiring that the parties agree to mediate or arbitrate disputes at a location that is remote from the site of the franchisee's business is void, subject to the possible application of the Federal Arbitration Act, 9 US Code §§1–14.
  - C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota is void.
  - D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties is void.
  - E. Applicable Laws: Any provision specifying that the franchise agreement is to be governed by the laws of a state other than North Dakota is void to the extent that it would deprive Franchisee, if Franchisee is a North Dakota resident, of any substantive rights intended to be afforded to North Dakota residents.
  - F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury is void.
  - G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages is void.
  - H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal of a franchise is void.
2. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17 applicable to the provisions are met independently without reference to this Amendment.
3. All other provisions of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment, intending for it be effective on the “Effective Date” identified in the Development Agreement.

**FRANCHISOR**  
**EGG ON A ROLL FRANCHISING, LLC**  
a South Dakota limited liability company

**FRANCHISEE**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EGG ON A ROLL HOLDCO, LLC  
SOUTH DAKOTA AMENDMENT TO FRANCHISE AGREEMENT**

**This SOUTH DAKOTA AMENDMENT** (the “**Amendment**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), between **Egg on a Roll Holdco, LLC**, a South Dakota limited liability company, with its principal mailing address at 140 N. Phillips Avenue, Ste. 103, Sioux Falls, South Dakota 57104 (“**Franchisor**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**Franchisee**”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Amendment (the “**Franchise Agreement**”). This Amendment is annexed to and forms part of the Franchise Agreement. This Amendment is being signed because (a) the EGG ON A ROLL franchise that Franchisee will operate under the Franchise Agreement will be located in South Dakota; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in South Dakota.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Agreement to be effective on the Effective Date set forth above.

**FRANCHISOR**  
**EGG ON A ROLL FRANCHISING, LLC**  
a South Dakota limited liability company

**FRANCHISEE**  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**  
**EGG ON A ROLL**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**LIST OF CURRENT FRANCHISEES**  
**AND LIST OF FORMER FRANCHISEES**

**EGG ON A ROLL  
FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF FRANCHISEES AS OF DECEMBER 31, 2024**

Franchisee	Street Address	City	ST	Zip	Phone
None.					

**LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT,  
BUT OUTLET NOT OPEN AS OF DECEMBER 31, 2024**

Franchisee	Street Address	City	ST	Zip	Phone
None.					

**LIST OF FRANCHISEES WHO LEFT THE SYSTEM AS OF DECEMBER 31, 2024**

Franchisee	Street Address	City	ST	Zip	Phone
None.					

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

**EXHIBIT E**  
**EGG ON A ROLL**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**TABLE OF CONTENTS OF MANUAL**

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**EXHIBIT F**  
**EGG ON A ROLL**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**LIST OF STATE ADMINISTRATORS**

## LIST OF STATE ADMINISTRATORS

### California

Department of Business Oversight  
320 West 4th Street, Suite 750  
Los Angeles, California 90013  
(213) 576-7500

### Hawaii

Commissioner of Securities of the State of Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street  
Honolulu, Hawaii 96813  
(808) 586-2722

### Illinois

Office of Attorney General  
500 S. Second Street  
Springfield, Illinois 62706  
(217) 782-4465

### Indiana

Franchise Section, Securities Division  
302 W. Washington St., Room E-111  
Indianapolis, Indiana 46204  
(317) 232-6681

### Maryland

Office of Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202  
(410) 576-7042

### Michigan

Department of Attorney General  
Consumer Protection Division  
Franchise Section  
525 W. Ottawa St.  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
Lansing, Michigan 48913  
(517) 373-7117

### Minnesota

Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, Minnesota 55101  
(651) 539-1500

### New York

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
212-416-8236

### North Dakota

Office of Securities Commissioner  
600 East Blvd. Avenue  
State Capitol, Fifth Floor Dept. 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

### Oregon

Division of Consumer and  
Business Services  
Finance and Corporate Securities  
350 Winter Street N.E.  
Labor and Industries Building, Room 21  
Salem, Oregon 97310  
(503) 378-4387

### Rhode Island

Securities Division  
Department of Business Regulation  
1511 Pontiac Avenue  
John O. Pastore Complex – Building 69-1  
Cranston, Rhode Island 02920  
(401) 462-9527

### South Dakota

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 14  
Pierre, South Dakota 57501  
(605) 773-3563

### Virginia

State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9<sup>th</sup> Floor  
Richmond, Virginia 23219  
(804) 371-9051

### Washington

Division of Securities  
Department of Financial Institutions  
345 W. Washington Street, 4th Floor  
Madison, WI 53703  
(608) 266 8559

### Wisconsin

Department of Financial Institutions  
Division of Securities  
345 W. Washington, 4th Floor  
Madison, Wisconsin 53703  
(608) 266-8559

**EXHIBIT G**  
**EGG ON A ROLL**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**GENERAL RELEASE (SAMPLE FORM ONLY)**

**GENERAL RELEASE (this “Release Agreement”)**

The undersigned (“**Releasor**”) and my heirs, administrators, executors, ancestors, and assigns, (collectively “**Releasor Agent(s)**”), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby remise, release, and forever discharge EGG ON A ROLL FRANCHISING, LLC, a South Dakota limited liability company (“**EGG ON A ROLL**”), with its principal business offices located at 140 North Phillips Avenue, Suite 103, Sioux Falls, South Dakota 57104, and its Affiliates, and their respective owners, officers, directors, regional directors, managers, shareholders, members, employees, agents, successors and assigns, (collectively, the “**EGG ON A ROLL Released Parties**”) from any and all claims, whether at law or in equity, and all contracts, controversies, claims, and demands whatsoever, at law or in equity, that Releasor and/or any Releasor Agent ever had, now have, or that any of their respective heirs, administrators, ancestors, executors, and/or assigns may have against the EGG ON A ROLL Released Parties including, without limitation, (i) any and all claims arising out of or related to that certain Franchise Agreement between EGG ON A ROLL and \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_, (ii) the offer and sale of the EGG ON A ROLL franchise opportunity, (iii) any and all claims arising under federal, state, and local laws, rules, and ordinances.

I acknowledge that this general release extends to claims which I do not know or suspect to exist in my favor at the time of executing this Release Agreement, which if were known to me may have materially affected my decision to enter into this Release Agreement. I understand that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. I expressly assume the risk of the facts turning out to be so different and agree that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

**INTENDING TO BE LEGALLY BOUND**, the parties hereto have executed this Release Agreement as of the date set forth below.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

[This Release Agreement will be modified as necessary for consistency with any state law regulating franchising.]

**EXHIBIT H**  
**EGG ON A ROLL**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**AGENTS FOR SERVICE OF PROCESS**

## AGENTS FOR SERVICE OF PROCESS

### **Minnesota**

Minnesota Commissioner of Commerce  
Department of Commerce  
85 7th Place East, Suite 280  
St. Paul, Minnesota 55101-2198  
(651) 539-1500

### **North Dakota**

Securities Commissioner  
North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol Fifth Floor, Dept. 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

### **South Dakota**

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

### **Wisconsin**

Administrator, Division of Securities  
Department of Financial Institutions  
201 W. Washington Avenue, Suite 300  
Madison, Wisconsin 53703  
(608) 266-8557

**EXHIBIT I**  
**EGG ON A ROLL**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**STATE EFFECTIVE DATES**

### STATE EFFECTIVE DATES

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

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

State	Effective Date
California	Not Filed
Hawaii	Not Filed
Illinois	Not Filed
Indiana	Not Filed
Maryland	Not Filed
Michigan	Not Filed
Minnesota	Pending
New York	Not Filed
North Dakota	Pending
Rhode Island	Not Filed
South Dakota	Pending
Virginia	Not Filed
Washington	Not Filed
Wisconsin	October 9, 2025

**EXHIBIT J**  
**EGG ON A ROLL**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**RECEIPTS**

**RECEIPTS**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If EGG ON A ROLL FRANCHISING, LLC offers you a franchise, it must provide you this disclosure document 14 calendar days before you sign a binding agreement with, or make a payment to, franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

If EGG ON A ROLL FRANCHISING, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state administrator listed in Exhibit F. Our agents for service of process are listed in Exhibit H.

Issuance Date: October 8, 2025

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number

I received a disclosure document dated October 8, 2025. This disclosure document included the following Exhibits and Attachments:

- Exhibit A      Financial Statements
- Exhibit B      Development Agreement with all Attachments
- Exhibit C      Franchise Agreement with all Attachments
- Exhibit D      List of Current Franchisees and List of Former Franchisees
- Exhibit E      Table of Contents of Manual
- Exhibit F      List of State Administrators
- Exhibit G      General Release (Sample Form Only)
- Exhibit H      Agents for Service of Process
- Exhibit I      State Effective Dates Page
- Exhibit J      Receipts

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Individually

\_\_\_\_\_  
Printed Name, Officer

of \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

(a \_\_\_\_\_ Partnership)

**[Sign, date, and keep this page for your records.]**

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Dated: \_\_\_\_\_

\_\_\_\_\_

Printed Name, Individually

\_\_\_\_\_

Printed Name, Officer

of \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

(a \_\_\_\_\_ Partnership)

**[Sign, date, and return to EGG ON A ROLL FRANCHISING, LLC,**