

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			have been reported), or (b) the information for the applicable reporting period(s) that we are able to retrieve from your computer system and point-of sale software.
Central Marketing Fee ²	2% of Gross Revenues, but subject to increase to 4% of Gross Revenues (see remarks)	Same as Royalty Fee	In addition to the Central Marketing Fee, you must spend an amount equal to at least 1% of your Gross Revenues on local advertising. We reserve the right to increase the combined Central Marketing Fee rate plus your required monthly local advertising spend to up to 4% of Gross Revenues.
Local Advertising	1% of Gross Revenues		In addition to the Central Marketing Fee, you must spend an amount equal to at least 1% of your Gross Revenues on local advertising. We reserve the right to increase the combined Central Marketing Fee rate plus your required monthly local advertising spend to up to 4% of Gross Revenues.
Advertising and Promotional Materials Fee	0.5% of Gross Revenues	Same as Royalty Fee	Paid concurrently with Royalty Fee payments.
Cafe Technology System Fee ²	\$700 - \$1,500 per month	When implemented, same as Royalty Fee	Fees for the ongoing subscription or

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Expenses			Franchise Agreement. You are only responsible for this fee if we substantially prevail in a legal action against you.
Indemnification	Varies	As incurred	You must pay for our and our affiliates' losses and costs.
Renewal Fee	50% of your Initial Franchise Fee	When you renew your Franchise Agreement	Payable if you elect to renew the initial term of your Franchise Agreement and meet the criteria to do so.
Liquidated Damages for Abandonment	Equal to the Net Present Value of the lesser of the Royalty and Central Marketing Fees that would have otherwise been due: (i) for the next 5 years of the Franchise Agreement; or (ii) through the remainder of the Franchise Agreement Term; based on an average of the Store's Gross Revenues for the prior 12 months.		Payable if you cease operating or otherwise abandon your Store prior to the expiration of your Franchise Agreement.
Coffee Bean Products	<u>The amount generally ranges, and in 2024 ranged between \$8,000 and \$35,000</u>		You must purchase and maintain in inventory Coffee Bean Products to meet reasonably anticipated consumer demand. Unless we otherwise direct, you must purchase all Coffee Bean Products and all "Proprietary Products" (which include coffees, teas, coffee extracts, powder mixes and other ingredients and raw materials,

Table 1

Company-Owned Drive Thru Stores			
	Total	Top 25%	Bottom 25%
Number of Stores	36	9	9
Gross Revenues			
Average	\$1,721,261	\$2,347,120	\$1,079,144
Highest	\$2,736,107	\$2,736,107	\$1,472,765
Median	\$1,689,944	\$2,334,140	\$1,081,894
Lowest	\$582,148	\$2,073,225	\$582,148
Stores Exceeding Average	17	4	5
COGS (% of Gross Revenues)			
Average	28.2%	27.2%	30.0%
Highest	34.0%	28.3%	34.0%
Median	27.9%	27.2%	29.2%
Lowest	25.5%	25.6%	28.0%
Stores Exceeding Average	16	4	4

Table 2

Company-Owned Stores (non-Drive Thru)			
	Total	Top 25%	Bottom 25%
Number of Stores	72	18	18
Gross Revenues			
Average	\$1,268,360	\$1,717,882	\$881,318 \$881,318
Highest	\$2,625,451	\$2,625,451	\$1,027,682
Median	\$1,219,654	\$1,583,544	\$914,028
Lowest	\$478,726	\$1,433,214	\$478,726
Stores Exceeding Average	33	7	12
COGS (% of Gross Revenues)			
Average	28.5%	27.0%	30.2%
Highest	34.7%	29.3%	34.7%
Median	28.3%	27.0%	30.0%
Lowest	24.9%	24.9%	27.4%
Stores Exceeding Average	32	10	6

Table 3

Franchised Drive Thru Stores			
	Total	Top 25%	Bottom 25%
Number of Stores	10	3	3

THE UNAUDITED FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

**ADDENDUM TO SUPER MAGNIFICENT COFFEE COMPANY IRELAND LIMITED
DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND**

The following information applies to franchises and franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body of the disclosure document:

1. Item 5:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement

2. ~~1.~~ Item 17.

The Franchise Agreement provides for termination if you are insolvent under any applicable state or federal law. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Section 101 et seq.).

3. ~~2.~~ Item 17.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. ~~3.~~ Item 17.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

5. ~~4.~~ Item 17.

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

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

**ADDENDUM TO SUPER MAGNIFICENT COFFEE COMPANY IRELAND LIMITED
FRANCHISE AGREEMENT
(State of Maryland)**

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement, SUPER MAGNIFICENT COFFEE COMPANY IRELAND LIMITED and Franchisee agree to amend the Franchise Agreement as follows:

1. ~~Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.~~
2. ~~1-Release.~~ Sections 3.4.5, 13.2 and 13.4 of the Franchise Agreement are amended to provide that any release required as a condition of assignment or renewal will not apply to liability under the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law").
3. ~~2-Consent to Jurisdiction.~~ Section 14 of the Franchise Agreement is amended to provide that, under the Maryland Franchise Law, any litigation involving claims arising under the Maryland Franchise Law that are not subject to arbitration may be brought in Federal District Court in Maryland.
4. ~~3-Statute of Limitations.~~ Any limitation on the period of the time mediation and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing claims arising under the Maryland Franchise Law.
5. ~~4-Acknowledgments.~~ Article 22 of the Franchise Agreement is amended by the addition of the following at the end of such Section: "The representations made herein are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."
6. ~~5-Construction.~~ In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.
7. ~~6-No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

[SIGNATURE PAGE TO FOLLOW]

ADDENDUM TO SUPER MAGNIFICENT COFFEE COMPANY IRELAND LIMITED
SDS FRANCHISE AGREEMENT
(State of Maryland)

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement, SUPER MAGNIFICENT COFFEE COMPANY IRELAND LIMITED and Franchisee agree to amend the Franchise Agreement as follows:

1. ~~Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.~~
2. ~~1.~~ Release. Sections 3.4.5, 13.2 and 13.4 of the Franchise Agreement are amended to provide that any release required as a condition of assignment or renewal will not apply to liability under the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law").
3. ~~2.~~ Consent to Jurisdiction. Section 14 of the Franchise Agreement is amended to provide that, under the Maryland Franchise Law, any litigation involving claims arising under the Maryland Franchise Law that are not subject to arbitration may be brought in Federal District Court in Maryland.
4. ~~3.~~ Statute of Limitations. Any limitation on the period of the time mediation and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing claims arising under the Maryland Franchise Law.
5. ~~4.~~ Acknowledgments. Article 22 of the Franchise Agreement is amended by the addition of the following at the end of such Section: "The representations made herein are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."
6. ~~5.~~ Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.
7. ~~6.~~ No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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**ADDENDUM TO SUPER MAGNIFICENT COFFEE COMPANY IRELAND LIMITED
AREA DEVELOPMENT AGREEMENT
(State of Maryland)**

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Area Development Agreement, SUPER MAGNIFICENT COFFEE COMPANY IRELAND LIMITED and Franchisee agree to amend the Area Development Agreement as follows:

1. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

2. ~~1.~~ Release. Sections 4.4.5, 6.3.4 and 7.2.2(j) of the Area Development Agreement are amended to provide that any release required as a condition of assignment or renewal will not apply to liability under the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law").

3. ~~2.~~ Consent to Jurisdiction. Sections 8.3.2, 11.8, and 13.3 of the Area Development Agreement are amended to provide that, under the Maryland Franchise Law, any litigation involving claims arising under the Maryland Franchise Law that are not subject to arbitration may be brought in Federal District Court in Maryland.

4. ~~3.~~ Statute of Limitations. Any limitation on the period of the time mediation and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing claims arising under the Maryland Franchise Law.

5. ~~4.~~ Acknowledgments. Article 14 of the Area Development Agreement is amended by the addition of the following at the end of such Section: "The representations made herein are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

6. ~~5.~~ Construction. In all other respects, the Area Development Agreement will be construed and enforced in accordance with its terms.

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

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