

FRANCHISE DISCLOSURE DOCUMENT



Crave Cookies Franchising, LLC
A Utah limited liability company
2949 Oak Park Lane, Holladay, UT 84117
801-703-4532
franchising@cravecookies.co
<https://cravecookies.com/>

As a Crave Cookies franchisee, you will operate a retail bakery offering premium cookies and loaded sodas, all served fresh in-store with an obsessive focus on customer experience and over-the-top hospitality. ~~Crave Cookies features a rotating menu of six distinct cookie flavors, selected from a growing library of more than 150. Beyond the core lineup, the brand regularly introduces limited-time creations inspired by seasonal ingredients and viral social trends—keeping the experience fresh, timely, and craveable. Our menu is designed to spark nostalgia, ignite curiosity, and turn everyday moments into sweet traditions. The Crave model blends classic comfort with unexpected creativity, creating a destination where families, friends, and first-timers gather around something simple—and unforgettable.~~

The total investment necessary to ~~begin operation of~~develop a Crave Cookies franchise/franchised business is \$327,985 to \$704,734,800. This includes a ~~\$39,500 franchise fee~~that must be paid to the franchisor or affiliate. The total investment necessary to begin operation under a three- to five-unit Multi-Unit Development Agreement (including the first unit) is \$380,985 to ~~\$815,843,800~~. This includes ~~\$65,500~~52,000 to ~~\$143,104,500~~ that must be paid to the franchisor or affiliate. There is no minimum number of Crave Cookies units that you are required to develop under the Multi-Unit Development Agreement.

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 in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Becky English at 2949 Oak Park Lane, Holladay, UT 84117 and 801-703-4532.

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

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

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Crave Cookies business in my area?	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What’s it like to be a Crave Cookies franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

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 Utah. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Utah than in your own state.
2. **Financial Condition.** ~~Audited financial statements are attached~~ 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 you.
3. **Short Operating History.** ~~The This Franchisor is at an early stage of development and has been operating for three years. Th The longer a franchise has been operating the more limited operating history you have. This franchise is likely to rely on to make be a decision-riskier investment than a franchise with a longer operating history.~~
4. **Mandatory Minimum Payments.** You must make mandatory minimum advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.
5. **Supplier Control.** You must purchase all or nearly all of the inventory & supplies necessary to operate your business from Franchisor, its affiliates, or from suppliers that Franchisor designates at prices that the Franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.
6. **Unopened Franchises:** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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

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Exhibits

- A. State Administrators and Agents for Service of Process
 - B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
 - C. Multi-Unit Development Agreement
 - D. Rider to Lease Agreement
 - E. Form of General Release
 - F. Financial Statements
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 - H. Current and Former Franchisees
 - I. State Addenda to Disclosure Document
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Receipt (2 copies)

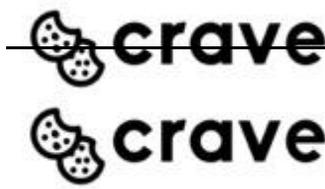
Competition by Us Under Different Trademarks

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

**Item 13
TRADEMARKS**

Principal Trademark

The following is the principal trademark that we license to you. This trademark is owned by us. We do have a federal registration for our principal trademark. Therefore, our trademark has many legal benefits and rights as a federally registered trademark. If another entity inappropriately uses our trademark or infringes upon it, we have the right to challenge it.

Trademark	Registration Date	Identification Number
	01/07/2025	90553897

Trademark Action There are no current actions involving our principal trademark.

Agreements

We have made no agreements with any other entity which would allow use of our trademark.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only menu items, beverages, goods and services that we have approved.

You must offer for sale all menu items, beverages, goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made at or from your premises.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Franchise Agreement (FA): § 3.1 Multi-Unit Development Agreement (MUDA): none	10 years from date of franchise agreement.
b. Renewal or extension of the term	FA: § 3.2 MUDA: none	If you are in good standing at the end of the franchise term and in compliance with all the terms of this agreement, you may obtain a successor franchise agreement for a 5-year term. Your successor agreement may also provide an option to enter into a subsequent successor franchise agreement.
c. Requirements for franchisee to renew or extend	FA: § 3.2 MUDA: none	For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual

		<p>obligations to us and third parties; renovate to our then-current standards; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law).</p> <p>If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a 5-year term.</p>
d. Termination by franchisee	FA: § 14.1 MUDA: § 4	<p>If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you. Any provision(s) regarding termination by the franchisee are subject to state law for both the Franchise Agreement and Development Agreement.</p> <p>If you sign a MUDA, you may terminate it at any time.</p>
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	FA: § 14.2 MUDA: § 4	<p>We may terminate your agreement for cause, subject to any applicable notice and cure opportunity.</p> <p>If you sign a Multi-Unit Development Agreement, termination of your MUDA does not give us the right to terminate your franchise agreement. However, if your franchise agreement is terminated, we have the right to terminate your MUDA.</p>
g. "Cause" defined--curable defaults	FA: § 14.2 MUDA: none	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).
h. "Cause" defined--non-curable defaults	FA: § 14.2 MUDA: § 4	FA: Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our business inspection; cease operations for more

		<p>than 5 consecutive days; three defaults in 12 months; cross-termination; charge or conviction of, or plea to a felony, or commission or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; score below 90/A on government health inspections more than twice in 36 months, score below passing grade on brand inspection more than twice in 36 months; any other breach of franchise agreement which by its nature cannot be cured.</p> <p>Violation of the franchise agreement or other agreement gives us the right to terminate it.</p> <p>If you fail to meet the development schedule in your franchise agreement or MUDA, those agreements are automatically terminated. We have the right to grant an extension. In a MUDA with multiple locations, missing one development deadline will operate to invalidate the entire MUDA.</p>
i. Franchisee's obligations on termination/non-renewal	FA: §§ 14.3 – 14.6 MUDA: none	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	FA: § 15.1 MUDA: § 7	Unlimited
k. "Transfer" by franchisee - defined	FA: Article 1, § 15.2 MUDA: Background Statement	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	FA: § 15.2 MUDA: § 7	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	FA: § 15.2 MUDA: none	We approve the transfer, you pay the transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal

		guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; business complies with then-current system specifications (including remodel, if applicable).
n. Franchisor's right of first refusal to acquire franchisee's business	FA: § 15.5 MUDA: none	If you want to transfer your business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	FA: § 15.5 MUDA: none	If you want to transfer your business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.
p. Death or disability of franchisee	FA: §§ 2.4, 15.4 MUDA: none	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months.
q. Non-competition covenants during the term of the franchise	FA: § 13.2 MUDA: none	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	FA: § 13.2 MUDA: none	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within five miles of your former territory or the territory of any other Crave Cookies business operating on the date of termination.
s. Modification of the agreement	FA: § 18.4 MUDA: § 7	No modification or amendment of the agreement will not be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	FA: § 18.3 MUDA: § 7	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement (or MUDA) may not be enforceable. However, no claim made in any franchise agreement (or MUDA) is intended to disclaim the express

		representations made in this Disclosure Document.
u. Dispute resolution by litigation or mediation	FA: § 17.1 MUDA: § 7	Except for certain claims, for disputes there must be a face-to-face meeting, mediation and litigation (subject to applicable state law).
v. Choice of forum	FA: §§ 17.1; 17.5 MUDA: § 7	Litigation will take place where our headquarters are located (currently, Holladay, Utah) (subject to applicable state law). Any legal proceedings will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	FA: § 18.8 MUDA: § 7	Utah (subject to applicable state law).

For additional disclosures required by certain states, refer to Exhibit I - State Addenda to Disclosure Document

**Item 18
PUBLIC FIGURES**

Crave Cookies Franchising does not use any public figures in its franchise name or symbol, nor do any public figures endorse or recommend the franchise to prospective franchisees.

We occasionally enlist the services of public figures and brand influencers to promote our brand. Any official representation by a public figure must be approved in writing by Crave Cookies Franchising.

**Item 19
FINANCIAL PERFORMANCE PROJECTION**

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 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.

Based on a sample of our outlets, which we selected to best match the possible experience of a new franchise, we estimate that a typical franchised outlet may achieve first-year gross sales between \$615,000 and \$1,254,000.

Admonition/Disclaimer: These figures are only estimates of what we think you may sell. There is no assurance you will do as well. ~~If you rely on these figures, you must accept the risk of not doing as well.~~

These figures are only estimates of what we think you may sell or earn. Your individual results may differ. There is no assurance that you'll earn as much.

I. **Bases for Projection**

Section 1. Data Selection Bases. This projection is based on first-year gross sales of franchised outlets which:

- A. Completed their first twelve consecutive months of operation between 5 December 2024 and 5 May 2025,
- B. Operated under the same ownership for that entire period, and
- C. Occupied trade areas with a population density of at least 1,700 persons per square mile.

Section 2. Data Selection Process. Between 5 December 2024 and 5 May 2025, 10 franchised outlets finished their first year of operation. Of these 10 outlets:

- A. Six (6) outlets met every criterion above and are therefore included in the data set that supports this projection.
- B. Three (3) outlets were excluded because they changed ownership during their first year.
- C. One (1) outlet was excluded because its trade-area population density was below 1,700 persons per square mile.
- D. No first-year outlets closed between 5 December 2024 and 5 May 2025.

Section 3. Data Selection Adjustment. To reduce the influence of outliers, we removed the single highest and single lowest gross-sales figures from the six-outlet data set. The remaining four outlets represent the middle sixty-seven percent of the qualifying group, and their results establish the projected range stated above.

Section 4. Data Selection Results. Outcome distribution among the six included outlets:

- A. 4 of 6 outlets (67 percent) reported first-year gross sales within the \$615,000-to-\$1,254,000 range.

- B. **One outlet (17 %)** came in **above** the range at **\$1,285,698** (this figure was treated as the high outlier and excluded when the range was set).
- C. **One outlet (17 %)** came in **below** the range at **\$518,996** (this figure was treated as the low outlier and excluded when the range was set).
- D. All sales figures were taken directly from each outlet's point-of-sale system. No adjustments were made.

II. Assumptions

This projection assumes that you will:

1. Secure a site with a population density comparable to those of the outlets in the data set,
2. Build and operate the outlet in full compliance with our décor package, menu, and operating procedures,
3. Maintain standard business hours and execute the required grand-opening marketing plan,
4. Experience a stable supply chain, average labor availability, and no significant change in competitive conditions, and
5. Set menu prices consistent with current system averages and limit price increases during the first year to no more than three percent.

Your location or operating choices may differ. For example, outlets in very high-rent urban cores, low-density rural areas, or regions with different labor costs may experience different sales patterns.

Admonition/Disclaimer: Our projected sales revenues, relying on the bases, data selection methodology and assumptions set out above, are only estimates of what we think you may sell. There is no assurance you will do as well. ~~If you rely on these figures, you must accept the risk of not doing as well.~~

III. Substantiation Available

The point-of-sale reports, worksheets, and other information that form the basis for this financial-performance projection are available to you upon reasonable request. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

**Item 20
OUTLETS AND FRANCHISEE INFORMATION**

**Table 1
Systemwide Outlet Summary
For Years 2021 to 2024**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022 2021	0	0 8	0 8
	2022	0	8	8
	2023	8	21	13
	2024	21	35	14
Company-Owned	2022 2021	1	1	0
	2022	1	1	0
	2023	1	1	0
	2024	1	2	1
Total Outlets	2022 2021	1	1 9	0 8
	2022	1	9	8
	2023	9	22	13
	2024	22	37	15

**Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2021 to 2024**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Florida	2022 2021	0
	2022	0
	2023	0

	2024	1
Nevada	2022 2021	0
	2022	0
	2023	0
	2024	5
Utah	2022 2021	0
	2022	0
	2023	2
	2024	0
Total	2022 2021	0
	2022	0
	2023	2
	2024	6

**Table 3
Status of Franchised Outlets
For Years 2021 to 2024**

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi- Nations	Column 6 Non- Renewals	Column 7 Reacquire d by Franchisor	Column 8 Ceased Operation s – Other Reasons	Column 9 Outlets at End of the Year
Arizona	2022 2021	0	0	0	0	0	0	0
	2023 2022	0	0 2	0	0	0	0	0 2
	2023 2024	0 2	0 0	0	0	0	0 1	0 1
	2024	0 2	0	0	0	0	0 1	0 1
Alabama	2022 2021	0	0	0	0	0	0	0

	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Colorado	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Florida	2021	0	0	0	0	0	0	0
Florida	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	4	0	0	0	0	5
Georgia	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Illinois	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
Louisiana	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Missouri	2022 2021	0	0	0	0	0	0	0

	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	1	0	0	0	0	0	1
Nevada	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	3	0	0	0	0	5
New Jersey	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
New Mexico	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Ohio	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Oklahoma	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Pennsylvania	2022 2021	0	0	0	0	0	0	0

	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Tennessee	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Texas	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
Utah	2021	0	0	0	0	0	0	0
Utah	2022	0	7	0	0	0	0	7
	2023	7	4	0	0	0	1	10
	2024	10	0	0	0	1	4	5
Washington	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	2	0	0	0	0	3
Wisconsin	2022 2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Totals	2021	0	0	0	0	0	0	0

Totals	2022	0	8	0	0	0	0	8
	2023	8	14	0	0	0	1	21
	2024	21	15	0	0	0	1	35

**Table 4
Status of Company-Owned Outlets
For Years 2021 to 2024**

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Utah	2022 2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	1	0	0	2
Totals	2022 2021	1	0	0	0	0	1
	2023 2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	2

**Table 5
Projected Openings As Of December 31, 2025**

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company- Owned Outlets in the Next Fiscal Year
Arizona	0	0	0
Alabama	1	1	0
Colorado	18	3	0
Florida	13	9	0

Georgia	1	1	0
Idaho	0	0	0
Illinois	4	10	0
Indiana	5	3	0
Kentucky	0	0	0
Missouri	1	1	0
Nevada	0	0	0
New Jersey	24	2	0
North Carolina	1	1	0
Pennsylvania	1	1	0
Oklahoma	0	0	0
Ohio	4	3	0
Texas	7	5	0
Utah	2	1	0
Washington	0	0	0
Wisconsin	2	2	0
Totals	84	43	0

Current Franchisees

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

Former Franchisees

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

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

Confidentiality Clauses

In some instances, current and former franchisees sign provisions restricting their ability to speak only about their experience with Crave Cookies Franchising, LLC. You may wish to

Speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Franchisee Organizations

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

**Item 21
FINANCIAL STATEMENTS**

Attached to this disclosure document as Exhibit F are our audited, fiscal year end financials for 2022, 2023 and 2024. Additionally, an unaudited balance sheet and profit and loss statement, as of June 30, 2025 are included in Exhibit F.

**Item 22
CONTRACTS**

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

- B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
- C. Multi-Unit Development Agreement
- D. Rider to Lease Agreement
- E. Form of General Release
- J. State Addenda to Agreements

**Item 23
RECEIPTS**

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

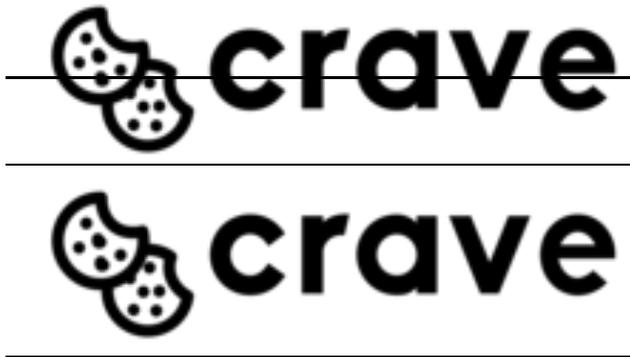
EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Business Oversight Department of Business Oversight 1515 K Street Suite 200 Sacramento, CA 95814-4052 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce	Commissioner of Commerce

	Securities-Franchise Registration 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex-69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703



FRANCHISE AGREEMENT

SUMMARY PAGE

- | | |
|---------------------------------|-------|
| 1. Franchisee | _____ |
| 2. Initial Franchise Fee | _____ |
| 3. Development Area | _____ |
| 4. Business Location | _____ |
| 5. Territory | _____ |
| 6. Opening Deadline | _____ |
| 7. Principal Executive | _____ |
| 8. Franchisee's Address | _____ |

FRANCHISE AGREEMENT

This Agreement is made between Crave Cookies Franchising, LLC, a Utah limited liability company (“Crave Cookies Franchising”), and Franchisee effective as of the date signed by Crave Cookies Franchising (the “Effective Date”).

Background Statement:

A. Crave Cookies Franchising and its affiliate Crave Cookies, LLC, have created and own a system (the “System”) for developing and operating a business providing fresh baked cookies under the trade name “Crave Cookies”.

B. The System includes (1) methods, procedures, and standards for developing and operating a Crave Cookies business, (2) plans, specifications, equipment, signage and trade dress for Crave Cookies businesses, (3) particular menu items, beverages, products and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by Crave Cookies Franchising from time to time.

C. The parties desire that Crave Cookies Franchising license the Marks and the System to Franchisee for Franchisee to develop and operate a Crave Cookies business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

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

“**Approved Vendor**” means a supplier, vendor, or distributor of Inputs which has been approved by Crave Cookies Franchising.

“**Business**” means the Crave Cookies business owned by Franchisee and operated under this Agreement.

“**Competitor**” means any business which primarily offers fresh baked cookies.

“**Confidential Information**” means all non-public information of or about the System, Crave Cookies Franchising, and any Crave Cookies business, including all methods for developing and operating the Business, and all non-public plans, recipes, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

“**Gross Sales**” means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

“**Territory**” means the territory stated on the Summary Page. If no territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1.

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

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Crave Cookies Franchising grants to Franchisee the right to operate a Crave Cookies business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate a Crave Cookies business at the Location for the entire term of this Agreement.

2.2 Protected Territory. Crave Cookies Franchising shall not establish, nor license the establishment of, another business within the Territory (other than in a Limited Access Venue) selling the same or similar menu items, beverages, goods or services under the same or similar trademarks or service marks as a Crave Cookies business. Crave Cookies Franchising retains the right to:

- (i) establish and license others to establish and operate Crave Cookies businesses outside the Territory, notwithstanding their proximity to the Territory or their impact on the Business;
- (ii) establish and license others to establish and operate Crave Cookies Franchising, LLC businesses in Limited Access Venues inside the Territory;
- (iii) operate and license others to operate businesses anywhere that do not operate under the Crave Cookies brand name; and
- (iv) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than Crave Cookies outlets.

2.3 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner’s interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify Crave Cookies Franchising within 10 days.

2.4 Principal Executive. Franchisee agrees that the person designated as the “Principal Executive” on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 10% ownership interest in Franchisee. The Principal Executive does not have to serve as a day-to-

day general manager of the Business, but the Principal Executive must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to Crave Cookies Franchising's reasonable approval.

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

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

ARTICLE 3. TERM

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

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to 2 additional periods of 5 years each, subject to the following conditions prior to each expiration:

- (i) Franchisee notifies Crave Cookies Franchising of the election to renew between 90 and 180 days prior to the end of the term;
- (ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Crave Cookies Franchising (or any of its affiliates) at the time of election and at the time of renewal;
- (iii) Franchisee has made or agrees to make (within a period of time acceptable to Crave Cookies Franchising) renovations and changes to the Business as Crave Cookies Franchising requires (including a Remodel, if applicable) to conform to the then-current System Standards;
- (iv) Franchisee and its Owners execute Crave Cookies Franchising's then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than described in this Section;
- (v) Franchisee and each Owner executes a general release (on Crave Cookies Franchising's then-standard form) of any and all claims against Crave Cookies Franchising, its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable.

4.2 Royalty Fee. Franchisee shall pay Crave Cookies Franchising a weekly royalty fee (the “Royalty Fee”) equal to 6% of Gross Sales. The Royalty Fee for any given week is due on the first Tuesday of the following week.

4.3 Marketing Contributions.

(a) Marketing Fund Contribution. Franchisee shall pay Crave Cookies Franchising a contribution to the Marketing Fund (the “Marketing Fund Contribution”) equal to 2% of Franchisee’s Gross Sales, at the same time as the Royalty Fee.

4.4 Replacement / Additional Training Fee. If Franchisee sends an employee to Crave Cookies Franchising’s training program after opening, Crave Cookies Franchising may charge its then-current training fee. As of the date of this Agreement, the training fee is \$250 per person, per day.

4.5 Non-Compliance Fee. If Franchisee does not comply with Crave Cookies Franchising’s policies, procedures System, or this Agreement (other than Franchisee’s non-payment of a fee owed to Crave Cookies Franchising), Franchisee will be subject to fines and charges as set forth in Crave Cookies Franchising’s Brand Standards Manual. These fines and charges for non-compliance are due upon receipt. These fees are a reasonable estimate of Crave Cookies Franchising’s internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee’s breach. The non-compliance fees are in addition to all of Crave Cookies Franchising’s other rights and remedies (including default and termination under Section 14.2). Detailed information is in Attachment 4 of this Agreement.

4.6 Reimbursement. Crave Cookies Franchising may (but is never obligated to) pay on Franchisee’s behalf any amount that Franchisee owes to a supplier or other third party. If Crave Cookies Franchising does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to Crave Cookies Franchising within 15 days after invoice by Crave Cookies Franchising accompanied by reasonable documentation.

4.7 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Marketing Fund Contribution, and any other amounts owed to Crave Cookies Franchising by pre-authorized bank draft or in such other manner as Crave Cookies Franchising may require. Franchisee shall comply with Crave Cookies Franchising’s payment instructions.

(b) Calculation of Fees. Franchisee shall report weekly Gross Sales, outside of Square, to Crave Cookies Franchising by Tuesday of the following week. If Franchisee fails to report weekly Gross Sales, then Crave Cookies Franchising may withdraw estimated Royalty Fees and Marketing Fund Contributions equal to 125% of the last Gross Sales reported to Crave Cookies

Franchising, and the parties will true-up the actual fees after Franchisee reports Gross Sales. Franchisee acknowledges that Crave Cookies Franchising has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a \$100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. Crave Cookies Franchising may charge \$30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by Crave Cookies Franchising (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. Crave Cookies Franchising may apply any payment received from Franchisee to any obligation and in any order as Crave Cookies Franchising may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Crave Cookies Franchising any fees or amounts described in this Agreement are not dependent on Crave Cookies Franchising's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

ARTICLE 5. ASSISTANCE

5.1 Manual. Crave Cookies Franchising shall make its Manual available to Franchisee.

5.2 Assistance in Hiring Employees. The staffing guidelines and best practices provided by Crave Cookies Franchising are not mandatory but are strongly recommended for optimal franchise performance. The franchisee is solely responsible for all staffing decisions and their associated outcomes.

5.3 Assistance in Training Employees. Crave Cookies Franchising shall provide a training manual.

5.4 Pre-Opening Assistance.

(a) Selecting Location. Crave Cookies Franchising shall provide its criteria for Crave Cookies locations to Franchisee. Crave Cookies Franchising will review and advise Franchisee regarding potential locations submitted by Franchisee.

(b) Pre-Opening Plans, Specifications, and Vendors. Within a reasonable period of time after the Effective Date, Crave Cookies Franchising shall provide Franchisee with (i) Crave Cookies Franchising's sample set of standard building plans and specifications and/or standard recommended floor plans; (ii) the applicable System Standards, (iii) other specifications as Crave

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory. If the Location and Territory are not stated on the Summary Page:

(i) Franchisee shall find a potential Location within the Development Area described on the Summary Page. Franchisee shall submit its proposed Location to Crave Cookies Franchising for acceptance, with all related information Crave Cookies Franchising may request. If Crave Cookies Franchising does not accept the proposed Location in writing within 30 days, then it is deemed rejected.

(ii) When Crave Cookies Franchising accepts the Location, it will issue a Location Acceptance Letter in the form of Attachment 2 which states the Location and Territory. Crave Cookies Franchising shall determine the Territory in its good faith discretion, substantially in accordance with Item 12 of the Franchise Disclosure Document. If Crave Cookies Franchising fails to state the Territory in writing within 60 days after Franchisee opens the Business to the public, the Territory will be deemed to be the zip codes immediately surrounding the location of the franchised business which comprise 75,000 people.

(iii) **Crave Cookies Franchising's advice regarding or acceptance of a site is not a representation or warranty that the Business will be successful, and Crave Cookies Franchising has no liability to Franchisee with respect to the location of the Business.**

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by Crave Cookies Franchising, Franchisee must submit the proposed lease to Crave Cookies Franchising for written approval, (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement, and (iii) Franchisee shall use commercially reasonable efforts to obtain the landlord's signature to a rider to the lease in the form required by Crave Cookies Franchising.

6.3 Development. Franchisee shall construct (or remodel) and finish the Location in conformity with Crave Cookies Franchising's System Standards. If required by Crave Cookies Franchising, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining Crave Cookies Franchising's approval of Franchisee's plans. Crave Cookies Franchising may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by Crave Cookies Franchising or its representatives regarding any architectural, engineering, or legal matters (including without limitation the Americans With Disabilities Act) in the development and construction of the Business, and Crave Cookies Franchising assumes no liability with respect thereto. Crave Cookies Franchising's inspection and/or approval to open the Business is not a representation or a warranty that the Business has been constructed in accordance with any architectural, engineering, or legal standards.

6.4 New Franchisee Training. Franchisee's Principal Executive and General Manager if applicable, must complete Crave Cookies Franchising's training program for new franchisees to Crave Cookies Franchising's satisfaction at least four weeks before opening the Business.

6.5 Conditions to Opening. Franchisee shall notify Crave Cookies Franchising at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Crave Cookies Franchising has inspected and approved the Business, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have completed all of Crave Cookies Franchising's required pre-opening training; and (7) Crave Cookies Franchising has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business to the public on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards. If Franchisee is found to be in non-compliance with Crave Cookies Franchising's System, Manuals, or standards, Franchisee will be charged a fine as set forth in Our Operations Manual. The fine is due upon billing.

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

7.3 Products, Services, and Methods of Sale. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by Crave Cookies Franchising in the Manual or otherwise in writing. Franchisee shall make sales only to retail customers, and only at the Location. Unless otherwise approved or required by Crave Cookies Franchising, Franchisee shall not make sales by any other means, including without limitation by wholesale, by delivery, by mail order or over the internet, or at temporary or satellite locations. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards.

7.4 Menu. Franchisee shall offer all menu items, beverages, and other products and services, and only those menu items, beverages, and other products and services, from time to time prescribed by Crave Cookies Franchising, LLC in the Manual or otherwise in writing.

7.5 Preparation. Franchisee shall follow all recipes prescribed by Crave Cookies Franchising, LLC, including, without limitation, use of all ingredients specified or authorized by Crave Cookies Franchising, LLC, and only such ingredients. Franchisee shall prepare and serve all food products in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall not substitute any recipe prescribed by Crave Cookies Franchising, LLC, unless Franchisee receives express written permission from Crave Cookies Franchising, LLC to make a substitution.

7.6 Inventory. Franchisee shall maintain sufficient levels of inventory at all times.

7.27 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Crave Cookies Franchising. Franchisee must display at the Business signage prescribed by Crave Cookies Franchising identifying the Location as an independently owned franchise.

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

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by Crave Cookies Franchising from time to time in accordance with System Standards. Crave Cookies Franchising may require Franchisee to purchase or lease any Inputs from Crave Cookies Franchising, Crave Cookies Franchising's designee, Required Vendors, Approved Vendors, and/or under Crave Cookies Franchising's specifications. Crave Cookies Franchising may change any such requirement or change the status of any vendor. To make such requirement or change effective, Crave Cookies Franchising shall issue the appropriate System Standards.

8.2 Alternate Vendor Approval. If Crave Cookies Franchising requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Crave Cookies Franchising. Crave Cookies Franchising may condition its approval on such criteria as Crave Cookies Franchising deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Crave Cookies Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.3 Alternate Input Approval. If Crave Cookies Franchising requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Crave Cookies Franchising. Crave Cookies Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. Crave Cookies Franchising may negotiate prices and terms with vendors on behalf of the System. Crave Cookies Franchising may receive rebates, payments or other consideration from vendors in connection with purchases by franchisees. Crave Cookies Franchising has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor and to impose a reasonable markup or charge for administering the payment program. Crave Cookies Franchising may implement a centralized purchasing system. Crave Cookies Franchising may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Crave Cookies Franchising may determine.

8.5 No Liability of Franchisor. Crave Cookies Franchising shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.6 Product Recalls. If Crave Cookies Franchising or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Crave Cookies Franchising or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

ARTICLE 9. MARKETING

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising, or public relations activities (including in-store marketing materials, websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by Crave Cookies Franchising. Crave Cookies Franchising may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, include any social media policy that Crave Cookies Franchising may prescribe. Franchisee shall implement any marketing plans or campaigns determined by Crave Cookies Franchising.

9.2 Use by Crave Cookies Franchising. Crave Cookies Franchising may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to Crave Cookies Franchising for such purpose.

9.3 Marketing Fund. Crave Cookies Franchising may establish a Marketing Fund to promote the System on a local, regional, national, and/or international level. If Crave Cookies Franchising has established a Marketing Fund:

(a) Separate Account. Crave Cookies Franchising shall hold the Marketing Fund Contributions from all franchisees in one or more bank accounts separate from Crave Cookies Franchising's other accounts.

(b) Use. Crave Cookies Franchising shall use the Marketing Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as Crave Cookies Franchising reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Marketing Fund (including the compensation of Crave Cookies Franchising's employees working

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to Crave Cookies Franchising's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of Crave Cookies Franchising pursuant to Section 9.1. Crave Cookies Franchising may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Gross Sales.

(e) Enforcement. Only Crave Cookies Franchising will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. Crave Cookies Franchising may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Marketing Fund.

9.5 Market Introduction Plan. Franchisee must develop a market introduction plan and obtain Crave Cookies Franchising's approval of the market introduction plan at least 30 days before the projected opening date of the Business.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management administrative, bookkeeping, accounting, and inventory control procedures and systems as Crave Cookies Franchising may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as Crave Cookies Franchising may require in the Manual or otherwise in writing, including:

- (i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;
- (ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of Crave Cookies Franchising's fiscal year; and
- (iii) any information Crave Cookies Franchising requests in order to prepare a financial performance representation for Crave Cookies Franchising's franchise disclosure document.

(b) Legal Actions and Investigations. Franchisee shall promptly notify Crave Cookies Franchising of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Crave Cookies Franchising may request.

(c) Government Inspections. Franchisee shall give Crave Cookies Franchising copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to Crave Cookies Franchising such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Crave Cookies Franchising may reasonably request.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to Crave Cookies Franchising a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of Crave Cookies Franchising's Franchise Disclosure Document and with such other information as Crave Cookies Franchising may request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as Crave Cookies Franchising may specify in the Manual or otherwise in writing.

10.5 Records Audit. Crave Cookies Franchising may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. Crave Cookies Franchising may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Crave Cookies Franchising. Franchisee shall also reimburse Crave Cookies Franchising for all costs and expenses of the examination or audit if (i) Crave Cookies Franchising conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any 4-week period.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by Crave Cookies Franchising. Crave Cookies Franchising may supplement, revise, or modify the Manual, and Crave Cookies Franchising may change, add or delete System Standards at any time in its discretion. Crave Cookies Franchising may inform Franchisee thereof by any method that Crave Cookies Franchising deems appropriate (which need not qualify as

11.7 Communication Systems. If Crave Cookies Franchising provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes Crave Cookies Franchising to access such communications.

11.8 Delegation. Crave Cookies Franchising may delegate any duty or obligation of Crave Cookies Franchising under this Agreement to an affiliate or to a third party.

11.9 System Variations. Crave Cookies Franchising may vary or waive any System Standard for any one or more Crave Cookies franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.10 Temporary Public Safety Closure. If Crave Cookies Franchising discovers or becomes aware of any aspect of the Business which, in Crave Cookies Franchising's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon Crave Cookies Franchising's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. Crave Cookies Franchising shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

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

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

12.3 Infringement.

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

(b) **Infringement by Third Party.** Franchisee shall promptly notify Crave Cookies Franchising if Franchisee becomes aware of any possible infringement of a Mark by a third party. Crave Cookies Franchising may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. Crave Cookies Franchising shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the word[s] “Crave Cookies” or any confusingly similar words in its legal name.

ARTICLE 13. COVENANTS

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

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the “Restricted Parties”) shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor within five miles of Franchisee’s Territory or the territory of any other Crave Cookies business operating on the date of termination or transfer, as applicable. If this Agreement is terminated before the Territory is determined, then the area of non-competition will be the Development Area and the territory of any other Crave Cookies business operating on the date of termination.

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

13.3 General Manager and Key Employees. If requested by Crave Cookies Franchising, Franchisee will cause its general manager and other key employees to sign Crave Cookies

Franchising's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if Crave Cookies Franchising violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after Crave Cookies Franchising receives written notice of termination. Detailed information is in Attachment 4 of this Agreement.

14.2 Termination by Crave Cookies Franchising.

(a) Subject to 24-Hour Cure Period. Crave Cookies Franchising may terminate this Agreement if Franchisee fails to comply with menu requirements, or refuses to provide proof of compliance with menu requirements, or the Business is operated in a manner which, in Crave Cookies Franchising's reasonable judgment, constitutes a significant danger to the health or safety of any person, or the Business is found in violation of any health, safety, or sanitation laws, ordinances or regulations from a government entity, and does not cure such noncompliance or violation within twenty-four (24) hours of Franchisee's receipt of written notice.

(b) Subject to 10-Day Cure Period. Crave Cookies Franchising may terminate this Agreement if Franchisee does not make any payment to Crave Cookies Franchising when due, or if Franchisee does not have sufficient funds in its account when Crave Cookies Franchising attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after Crave Cookies Franchising gives notice to Franchisee of such breach.

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

(d) Without Cure Period. Crave Cookies Franchising may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

- (i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;
- (ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Crave Cookies Franchising;
- (iii) A receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by

ARTICLE 15. TRANSFERS

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

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Crave Cookies Franchising entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Franchise Fees are not refundable, as stated in Section 4.1 of this agreement. Franchisee may not transfer an undeveloped territory. Crave Cookies Franchising may reject any proposed transfer for any reason it sees fit. Accordingly, Franchisee shall neither conduct nor undergo a Transfer without providing Crave Cookies Franchising at least 60 days prior notice of the proposed Transfer, and without obtaining Crave Cookies Franchising's consent. In granting any such consent, Crave Cookies Franchising may impose conditions, including but not limited to the following:

- (i) Crave Cookies Franchising receives a transfer fee equal to \$10,000 plus any broker fees, legal fees and other out-of-pocket costs incurred by Crave Cookies Franchising; *(The \$10,000 fee does not apply in the State of Washington but Crave Cookies Franchising, LLC is still entitled to broker fees and other out-of-pocket costs incurred by Crave Cookies Franchising, LLC.);*
- (ii) the proposed assignee and its owners have completed Crave Cookies Franchising's franchise application processes, meet Crave Cookies Franchising's then-applicable standards for new franchisees, and have been approved by Crave Cookies Franchising as franchisees;
- (iii) the proposed assignee is not a Competitor;
- (iv) the proposed assignee executes Crave Cookies Franchising's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the proposed assignee will not be required to pay an initial franchise fee);
- (v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;
- (vi) Franchisee has paid all monetary obligations to Crave Cookies Franchising and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to Crave Cookies Franchising or its affiliates;
- (vii) the proposed assignee and its owners and employees undergo such training as Crave Cookies Franchising may require;

- (viii) Franchisee, its Owners, and the transferee and its owners execute a general release of Crave Cookies Franchising in a form satisfactory to Crave Cookies Franchising; and
- (ix) the Business fully complies with all of Crave Cookies Franchising's most recent System Standards.

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

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by Crave Cookies Franchising (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2.

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

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

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

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to Crave Cookies Franchising) Crave Cookies Franchising, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Crave

Cookies Franchising and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions arising as a result of any Indemnitee's intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

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

ARTICLE 17. DISPUTE RESOLUTION

17.1 Dispute Proceedings. As Crave Cookies Franchising and Franchisee understands, there is always a possibility of difference of opinion or other disagreements in business relationships. As such, Crave Cookies Franchising and Franchisee agrees that it is important to resolve any disputes amicably, quickly, inexpensively, and professionally so that Crave Cookies Franchising and Franchisee can return to business as soon as possible. Crave Cookies Franchising and Franchisee have agreed that the provisions of this Article 17 support these mutual objectives and, therefore, agree to the following.

(a) Dispute Resolution. Crave Cookies Franchising and Franchisee agree that any dispute, controversy, issue, claim, or action whatsoever ("Dispute") between Crave Cookies Franchising, or its affiliates, shareholders, members, managers, officers, directors, agents, employees, and attorneys arising out of or relating to this Agreement, or any other agreement between Franchisee and Crave Cookies Franchising, the Business, except those outlined under paragraph (b) below, will be exclusively processed in the following manner:

(i) Face-to-Face Meeting. The Dispute shall first be discussed in a face-to-face meeting between Franchisee and Crave Cookies Franchising at Crave Cookies Franchising's then-current headquarters. This face-to-face meeting will be held within thirty (30) days of Franchisee or Crave Cookies Franchising providing written notice to the other requesting such meeting. Crave Cookies Franchising has the right, in its sole discretion, to waive this requirement.

(ii) Mediation. If the face-to-face meeting has not resolved the matter successfully, either Franchisee or Crave Cookies Franchising may submit the matter to non-binding mediation using Utah ADR Services or as otherwise mutually agreed. Franchisee and Crave Cookies Franchising will split the costs, and each will bear their own expenses of any mediation. The mediation will be conducted exclusively in the city and state of Crave Cookies Franchising's then-current headquarters. If either party chooses to file a legal proceeding, as provided below, the mediator will be disqualified as a witness, consultant, expert, or counsel for either party for the matter in dispute and any related matters. If Franchisee and Crave Cookies Franchising agree not to participate in mediation, then the matter may proceed to a legal suit as provided below.

17.5 Venue. The parties agree that any such Dispute and legal proceeding will be brought in the United States District Court where Crave Cookies Franchising's headquarters is then located. If there is no federal jurisdiction over the Dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where Crave Cookies Franchising's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

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

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Crave Cookies Franchising is not a fiduciary of Franchisee. Crave Cookies Franchising does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect Crave Cookies Franchising's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Crave Cookies Franchising has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Crave Cookies Franchising, and Crave Cookies Franchising's affiliates.

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

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

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

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

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent

necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

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

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to Crave Cookies Franchising, addressed to 2949 Oak Park Lane, Holladay, UT 84117. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, Crave Cookies Franchising may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with [Section 3.2](#), then at any time (regardless of any course of dealing by the parties), Crave Cookies Franchising may by giving written notice to Franchisee (the “[Holdover Notice](#)”) either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as Crave Cookies Franchising specifies, or (ii) bind Franchisee to a renewal term of [] years, and deem Franchisee and its Owners to have made the general release of liability described in [Section 3.2\(vi\)](#).

18.11 Joint and Several Liability. If two or more people sign this Agreement as “Franchisee”, each will have joint and several liability.

18.12 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by Crave Cookies Franchising does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and Crave Cookies Franchising.

ARTICLE 19. CERTIFICATION OF FRANCHISOR’S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

- (1) Franchisee understands all the information in Crave Cookies Franchising’s Disclosure Document.
- (2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee’s skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee’s control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace.

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. **Form of Ownership.** Franchisee is a (check one):

- _____ *Sole Proprietorship*
- _____ *Partnership*
- _____ *Limited Liability Company*
- _____ *Corporation*

State: _____

2. **Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. **Officers.** If Franchisee is a limited liability company or corporation:

Name	Title

Attachment 4 to Franchise Agreement

COMPLIANCE, VIOLATIONS AND FEES

Section 1. INITIAL WRITTEN NOTICE

A. Identification of Infraction:

- I. Crave Cookies Franchising, LLC will identify the specific infraction.
- II. Reference the specific section of the franchise agreement or Brand Standards and Operations Manual that has been violated.
- III. Indicate the severity level of the infraction (Mild, Moderate, Severe).

B. Formal Written Notice:

- I. Crave Cookies Franchising, LLC will provide a formal written notice to the franchisee via email.
- II. The notice will detail the nature of the infraction.
- III. The notice will include the date and time the infraction was observed.

Section 2. OPPORTUNITY FOR CORRECTION

A. Timeframe for Correction:

- I. Crave Cookies Franchising, LLC will specify a reasonable timeframe for the franchisee to rectify the issue.
- II. The timeframe will be based on the severity of the infraction and outlined in the infraction tiers in the FDD and the Brand Standards and Operations Manual.
- III. Typical timeframes:
 - a. Mild Infractions: 7-14 days.
 - b. Moderate Infractions: 24 hours to 7 days.
 - c. Severe Infractions: Immediate to 24 hours.

B. Correction Guidelines:

- I. The written notice will include detailed instructions or guidelines on how to correct the infraction.
- II. Crave Cookies Franchising, LLC will offer resources and support, such as training sessions, to help the franchisee address the issue.

Section 3. FOLLOW-UP AND ESCALATION

A. Follow-Up Communication:

- I. Crave Cookies Franchising, LLC will follow up with the franchisee within the specified correction time frame to verify if the issue has been rectified.
- II. Follow-up will include an inspection or review of submitted evidence (e.g., photos, reports).

B. Escalation of Penalties:

- I. If the infraction is not corrected within the specified timeframe, penalties will escalate according to the severity tier.
 - a. First Offense: Verbal warning or a formal written warning, documented in the franchisee's file.
 - b. Second Offense:
 - i. Mild Infraction: Official warning and mandatory review meeting.
 - ii. Moderate Infraction: Fine or suspension of certain privileges; mandatory training (online, virtual, or in-person) may be required.
 - iii. Severe Infraction: Immediate fine and mandatory meeting with corporate within 24 hours.
 - c. Third Offense:
 - i. Mild Infraction: Fine of \$100 and submission of a comprehensive improvement plan.
 - ii. Moderate Infraction: Fine of \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan. For maintaining a 4.5-star rating, mandatory hiring of a reputation management and improvement company.
 - iii. Severe Infraction: Fine of \$5,000 and consideration for termination of the franchise agreement.

Section 4. DOCUMENTATION

Record Keeping: Crave Cookies Franchising, LLC will thoroughly document every step of the process, including warnings, communications, and the franchisee's responses.

Section 5. TERMINATION OF FRANCHISE AGREEMENT (LAST RESORT)

- A. Clear Grounds: Crave Cookies Franchising, LLC will define specific, egregious violations that warrant immediate termination.
- B. Due Process: Crave Cookies Franchising, LLC will ensure a fair process is followed, including providing written notice and an opportunity for the franchisee to respond.
- C. Support for Transition: Crave Cookies Franchising, LLC will offer guidance and support to minimize disruption during the transition period.

Section 6. INFRACTIONS FOR EACH CATEGORY WITH PENALTIES

A. MILD INFRACTIONS

These are minor issues that typically do not significantly impact the overall brand or customer experience but still need to be addressed to maintain consistency and quality.

- I. Failure to Follow the Sales Script:
 - a. First Infraction: Notification and detailed feedback.
 - b. Second Infraction: Official warning and mandatory review meeting.
 - c. Third Infraction: Fine: \$100 and submission of a comprehensive improvement plan.
- II. Minor Cleanliness Issues:
 - a. First Infraction: Notification and detailed feedback.
 - b. Second Infraction: Official warning and mandatory review meeting.
 - c. Third Infraction: Fine: \$100 and submission of a comprehensive improvement plan.
- III. Failure to Reply to Google Reviews Within 72 Hours:
 - a. First Infraction: Notification and detailed feedback.
 - b. Second Infraction: Official warning and mandatory review meeting.
 - c. Third Infraction: Fine: \$100 and submission of a comprehensive improvement plan.
- IV. Improper Uniform or Apparel:
 - a. First Infraction: Notification and detailed feedback.
 - b. Second Infraction: Official warning and mandatory review meeting.

- c. Third Infraction: Fine: \$100 and submission of a comprehensive improvement plan.

V. Inaccurate Menu Display:

- a. First Infraction: Notification and detailed feedback.
- b. Second Infraction: Official warning and mandatory review meeting.
- c. Third Infraction: Fine: \$100 and submission of a comprehensive improvement plan.

B. MODERATE INFRACTIONS

These issues are more serious and can affect the customer experience, operational efficiency, or brand consistency. They require prompt correction within 24 hours. Infractions reset every 60 days.

I. Repeated Minor Cleanliness Issues:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours.
- b. Second Infraction: Fine: \$500 and scheduled audit within 7 days (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

II. Inconsistent Product Quality:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours.
- b. Second Infraction: Fine: \$500 and scheduled audit within 7 days (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

III. Failure to Maintain a Minimum 4.5-Star Rating on Online Review Platforms:

- a. First Infraction: Immediate notification and requirement for correction within 30 days.
- b. Second Infraction: Comprehensive improvement plan required (if not improved above 4.5 stars within 30 day period).
- c. Third Infraction: Mandatory hiring of a reputation management and improvement company if not improved above 4.5 stars within 60 day period.

IV. Incorrect Use of Marketing Materials:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours.
- b. Second Infraction: Fine: \$500 and scheduled audit within 7 days (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

V. Repeatedly Reporting Menu Items Unavailable:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours.
- b. Second Infraction: Fine: \$500 and scheduled audit within 7 days (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

VI. Creating Unapproved Discounts and Promotions:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours.
- b. Second Infraction: Fine: \$500 and scheduled audit within 7 days (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

VII. Unapproved Packaging Utilization:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours.
- b. Second Infraction: Fine: \$500 and scheduled audit within 7 days (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

VIII. Failure to Submit Weekly Prep Pictures:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours,
- b. Second Infraction: Shutting off online ordering until pictures have been approved (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

IX: Required Training Not Completed:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours, training must be scheduled immediately
- b. Second Infraction: Fine: \$500 (if training has not been scheduled and completed in a 60-day period).
- c. Third Infraction: Fine: \$1,000 if training has not been completed in the 120 days from the first infraction. Store will be temporarily closed if training is not completed at this point. .

X. Editing Existing Menu:

- a. First Infraction: Immediate notification and 7 day permissions restriction
- b. Second Infraction: Fine: \$500 and 30 day permission restriction
- c. Third Infraction: Fine: \$1,000 and permanent permission restriction .

C. SEVERE INFRACTIONS

These are critical issues that can significantly harm the brand's reputation, customer trust, and operational integrity. They require immediate attention and come with substantial penalties.

I. Significant Health and Safety Violations:

- a. First Infraction: Immediate fine: \$1,000 and mandatory meeting with corporate within 24 hours.
- b. Second Infraction: Fine: \$2,500 and potential temporary closure of the franchise.
- c. Third Infraction: Fine: \$5,000 and consideration for termination of the franchise agreement.

II. Sharing Unit Level Sales and Performance Information Outside the Franchise Organization:

- a. First Infraction: Immediate fine: \$1,000 and mandatory meeting with corporate within 24 hours.
- b. Second Infraction: Fine: \$2,500 and potential temporary closure of the franchise.
- c. Third Infraction: Fine: \$5,000 and consideration for termination of the franchise agreement.

III. Non-Compliance with Legal and Regulatory Requirements:

- a. First Infraction: Immediate fine: \$1,000 and mandatory meeting with corporate within 24 hours.

- b. Second Infraction: Fine: \$2,500 and potential temporary closure of the franchise.
- c. Third Infraction: Fine: \$5,000 and consideration for termination of the franchise agreement.

IV. Gross Mismanagement of Financial Reporting:

- a. First Infraction: Immediate fine: \$1,000 and mandatory meeting with corporate within 24 hours.
- b. Second Infraction: Fine: \$2,500 and potential temporary closure of the franchise.
- c. Third Infraction: Fine: \$5,000 and consideration for termination of the franchise agreement.

V. Any Action Severely Damaging the Brand Reputation:

- a. First Infraction: Immediate fine: \$1,000 and mandatory meeting with corporate within 24 hours.
- b. Second Infraction: Fine: \$2,500 and potential temporary closure of the franchise.
- c. Third Infraction: Fine: \$5,000 and consideration for termination of the franchise agreement.

VI. Carrying Non-Approved Menu Items:

- a. First Infraction: Immediate fine: \$1,000 and mandatory meeting with corporate within 24 hours.
- b. Second Infraction: Fine: \$2,500 and potential temporary closure of the franchise.
- c. Third Infraction: Fine: \$5,000 and consideration for termination of the franchise agreement.

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this “MUDA”) is made between Crave Cookies Franchising, LLC, a Utah limited liability company (“Crave Cookies Franchising”) and _____ (“Franchisee”) on the Effective Date.

Background Statement: On the same day as they execute this MUDA, Crave Cookies Franchising and Franchisee have entered into a Franchise Agreement for the franchise of a Crave Cookies business (the “Franchise Agreement”; capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). Crave Cookies Franchising and Franchisee desire that Franchisee develop multiple Crave Cookies businesses.

1. Multi-Unit Commitment.

(a) Development Schedule; Fee. Franchisee shall develop and open Crave Cookies businesses on the following schedule:

Store #	Territories for Opening	Opening Deadline	Initial Franchise Fee
1			\$39,500
2			
3			
4			
5			
Total Initial Franchise Fee:			\$

(b) Payment. Upon execution of this MUDA, Franchisee shall pay the total Initial Franchise Fee to Crave Cookies Franchising for the first location. Each additional location listed on the MUDA can be reserved with a deposit of \$5000 with balance owing at the time of lease signing. The Initial Franchise Fee and deposits are non-refundable.

2. Form of Agreement. For Store #1, Franchisee and Crave Cookies Franchising have executed the Franchise Agreement simultaneously with this MUDA. For each additional Crave Cookies franchise, Franchisee shall execute Crave Cookies Franchising’s then-current standard form of franchise agreement no later than three business days after Franchisee leases or acquires a location. This MUDA does not give Franchisee the right to construct, open, or operate a Crave Cookies business, and Franchisee acknowledges that Franchisee may construct, open, and operate each Crave Cookies business only pursuant to a separate franchise agreement executed pursuant to this MUDA for each such Crave Cookies business.

EXHIBIT D

OPTION A: RIDER TO LEASE AGREEMENT

Landlord: _____ Franchisor: Crave Cookies Franchising, LLC
Notice Address: _____ Notice Address: 2949 Oak Park Lane,

Holladay, UT 84117
Telephone: _____ Telephone: 801-703-4532

Tenant: _____

Leased Premises: _____

This Franchisor Rider is incorporated into and made a part of the Lease to which it is attached. In the event of any conflict between the Lease and this Franchisor Rider, the terms and conditions of this Franchisor Rider shall control. Landlord and Tenant hereby agree as follows:

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a Crave Cookies business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default (“Default”) given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default. Franchisor’s notice address is as follows:

Crave Cookies Franchising, LLC
2949 Oak Park Lane
Holladay, UT 84117

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant’s Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease pursuant to the terms and conditions of Article XIII of the Lease.

Landlord: _____
Notice Address: _____

Telephone: _____

Franchisor: Crave Cookies Franchising, LLC
Notice Address: 2949 Oak Park Lane,
Holladay, UT 84117
Telephone: 801-703-4532

Tenant: _____

Leased Premises: _____

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a Crave Cookies business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default (“Default”) given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant’s Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the Crave Cookies brand. Any provision of the Lease which limits Tenant’s right to own or operate other Crave Cookies outlets in proximity to the Leased Premises shall not apply to Franchisor.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant’s business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant’s right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor’s brand name, trademarks, and commercial

Balance Sheet

Crave Cookies Franchising

As of Jun 30, 2025

Report Type: Accrual (Paid & Unpaid)



ACCOUNTS	Jun 30, 2025
Assets	
Total Cash and Bank	\$310,378.25
Total Other Current Assets	\$16,288.00
Total Long-term Assets	\$2,341.66
Total Assets	\$329,007.91
Liabilities	
Total Current Liabilities	\$255,522.00
Total Long-term Liabilities	\$1,028,699.00
Total Liabilities	\$1,284,221.00
Equity	
Total Other Equity	-\$591,785.50
Total Retained Earnings	-\$363,427.59
Total Equity	-\$955,213.09

Profit and Loss



Crave Cookies Franchising

Date Range: Jan 01, 2025 to Jun 30, 2025

Report Type: Accrual (Paid & Unpaid)

ACCOUNTS	Jan 01, 2025 to Jun 30, 2025
Income	\$1,379,281.18
Cost of Goods Sold	\$388,426.98
Gross Profit As a percentage of Total Income	\$990,854.20 71.84%
Operating Expenses	\$466,079.79
Net Profit As a percentage of Total Income	\$524,774.41 38.05%

EXHIBIT G

BRAND STANDARDS MANUAL TABLE OF CONTENTS

If you would like to receive a copy of this please contact Becky English at becky@cravecookies.com.

Manual Section	Number of Pages
Preface & Introduction	35
Establishing My Franchise Business	37
Personnel	48
Administrative Procedures	25
Daily Procedures	21
Selling & Marketing	22
Total Number of Pages	208

EXHIBIT H
CURRENT AND FORMER FRANCHISEES

Current Franchisees

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

Crave Herriman	Ron Aguero	11946 Carlsbad Way Ste 200, Herriman, UT 84096	385-900-5178
Crave American Fork	Darrin Flynn	76 North 100 East, American Fork, UT, 84003	801-822-0904
Crave Odessa	Soto Passias	13240 FL-54, Odessa, FL 33556	813-749-6715
Crave Spokane	Rod Hullinger	513 E Hastings Rd, A, Spokane, WA 99218	509-994-9994
Crave Sicklerville	Steve Vicario	629 Cross Keys Rd, Sicklerville, NJ 08081	856-818-9247
Crave Deptford	Steve Vicario	2000 Clemens Bridge Rd, Deptford, NJ 08096	856-537-7208
Crave SLC	Mike Schreurs	20 East 600 South #102, SLC, UT 84111	385-295-4120
Crave Southwest Marketplace	Mike Schreurs	7910 So Rainbow Rd, #120 Las Vegas, NV 89139	702-982-0061
Crave Fort Apache	Mike Scheurs	6870 So. Fort Apache Rd #107 Las Vegas, NV 89148	702-268-8737
Crave Reno	Mike Scheur	704B South Virginia Street, Reno, NV,89501	775-686-6901
Crave Centennial Village	Mike Scheurs	6480 Losee Rd, Suite 110, Las Vegas, NV 89086	
Crave Mesa	James Wilhite	2733 No Power Rd,#105, Mesa, AZ 85297	541-521-7990

Crave Lake Charles	Tommy Johns	4497 Nelson Rd A, Lake Charles, LA 70605	337-990-5250
Crave Johns Creek	Kim Fishman	3719 Old Alabama Rd, #200D , Johns Creek, GA 30022	678-587-5956
Crave Bristol	Alisa Crandall	426 Pinnacle Parkway #350, Bristol, TN 37620	435-647-6889
Crave Renton	Mary Katzenbach	10825 SE Petrovitsky Rd, Renton, WA 98055	
Crave Estero	Brandon Webb	19517 Highand Oaks Drive, Unit 502, Estero, FL 33928	
Crave Naples	Brandon Webb	2363 Vanderbilt Beach Rd, Su 911, Naples, FL 34109	
Crave Oviedo	Keith Vincent	1121 Alafaya Trail, #1017, Oviedo, FL 32765	
Crave Prosper	Skyeler King	4325 East University Dr, Prosper, TX 75078	
Crave Orland Park	Haitham Abuzir	15625 So LaGrange Rd, Unit A, Orland Park, IL 60462	
Crave Fishers	Brandon Ziehl	11649 Maple St. Suite 85, Fishers, IN 46038	
Crave Richmond	Brady Quinn	4836 Waterview Town Center Dr, #400, Richmond, TX 77407	
Crave Lewis Center	John Bishop	5876 Evans Farm Dr., Lewis Center, OH 43035	
Crave Katy	Neal Harmon	2716 W Grand Parkway N, Suite 120, Katy, TX 77449	
Crave Tulsa	Keli Kabler	1441 So. Quaker Ave, Tulsa OK 74120	
Crave Crossroads	Ashley Justice	6592 N Decatur Blvd #110, Las Vegas, NV 89131	
Crave Kissimmee	Chriag Patel	1491 E Osceola Pkwy, Kissimmee, FL 34744	818-968-3841
Crave Hobbs	Nadeem Kassis	312 W Navajo (Unit 44), Hobbs,	

		NM 88240	
Crave Greenwood Village	Julie Bulatovic	4940 S Yosemite St E2, Greenwood Village, CO 80111	
Crave Springfield	Jennifer Elison	3808 Octavus Via, Springfield, IL 62703	251-262-6777
Crave Puyallup	Brad Haley	17526 Meridian Ave East, Puyallup, WA 98375	253-260-7417
Crave Ballwin	TJ and Brooke Bayer	14430 Clayton Rd, Ballwin, MO 63011	
Crave Lakeview East	Omar Khattab	2951 No. Broadway, Chicago, IL 60657	
Crave Maumee	Gabrielle Seitz	107 W Wayne St, Maumee, OH 43537	419-794-1170

Former Franchisees

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

Dale Asay	American Fork	Utah	801-636-2300
Lisa Boman	Orem	Utah	208-860-3400
Jared Van Orden	Sandy	Utah	385-249-8293
Dallin DeLoach Jeff Garduno	Lehi	Utah	385-249-8293
Paul Wiley	Draper	Utah	385-900-4789
Ben Liljenquist	Sandy	Utah	801-200-5824
Kathy Hawkins	West Valley	Utah	801-499-0553
Jordan Farr Jared Isom	Ogden	Utah	385-389-2894

Josh Harden	Dallas	Texas	
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ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for mediation outside of Illinois.

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

Franchisor will not collect any initial fees until Franchisor has satisfied its pre-opening obligations to Franchisee and Franchisee has commenced doing business (Section 200.508 of the Rules). The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

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

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

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

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."
- Franchisor will defer payment of initial franchise fees until business opens.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ILLINOIS RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated _____ (the "Agreement"), between Crave Cookies Franchising, LLC, a Utah limited liability company ("Crave Cookies Franchising") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Illinois Act" means the Illinois Franchise Disclosure Act. Illinois law governs the Franchise Agreement.

In conformance with Section 4 of 1987.

2. Governing Law and Jurisdiction. Notwithstanding the Illinois Franchise Disclosure Act, any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of the federal and state courts in Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois, except for matters which the Agreement provides will be resolved by mediation.

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

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

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

3. Limitation of Claims. No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

4. Waivers Void. Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the litigation of any claim pursuant to the provisions of Title 9 of the United States Code.

5. — ~~Deferral of Initial Franchise Fee.~~ Franchisor will not collect any initial fees until Franchisor has satisfied its pre-opening obligations to Franchisee and Franchisee has commenced doing business (Section 200.508 of the Rules). The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

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

[Signatures on next page]

Agreed to by:

FRANCHISOR:
CRAVE COOKIES FRANCHISING, LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

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

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

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

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

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

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

Agreed to by:

FRANCHISOR:

FRANCHISEE:

CRAVE COOKIES FRANCHISING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MARYLAND RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated _____ (the "Agreement"), between Crave Cookies Franchising, LLC, a Utah limited liability company ("Crave Cookies Franchising") and _____, a _____ ("Franchisee").

- 1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.
- 2. Releases, Estoppels and Waivers of Liability.** 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 Law.
- 3. Statute of Limitations.** Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.
- 4. Jurisdiction.** Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
- 5. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

CRAVE COOKIES FRANCHISING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Agreed to by:

FRANCHISOR:

FRANCHISEE:

CRAVE COOKIES FRANCHISING, LLC

By: _____

By: _____

Name: _____

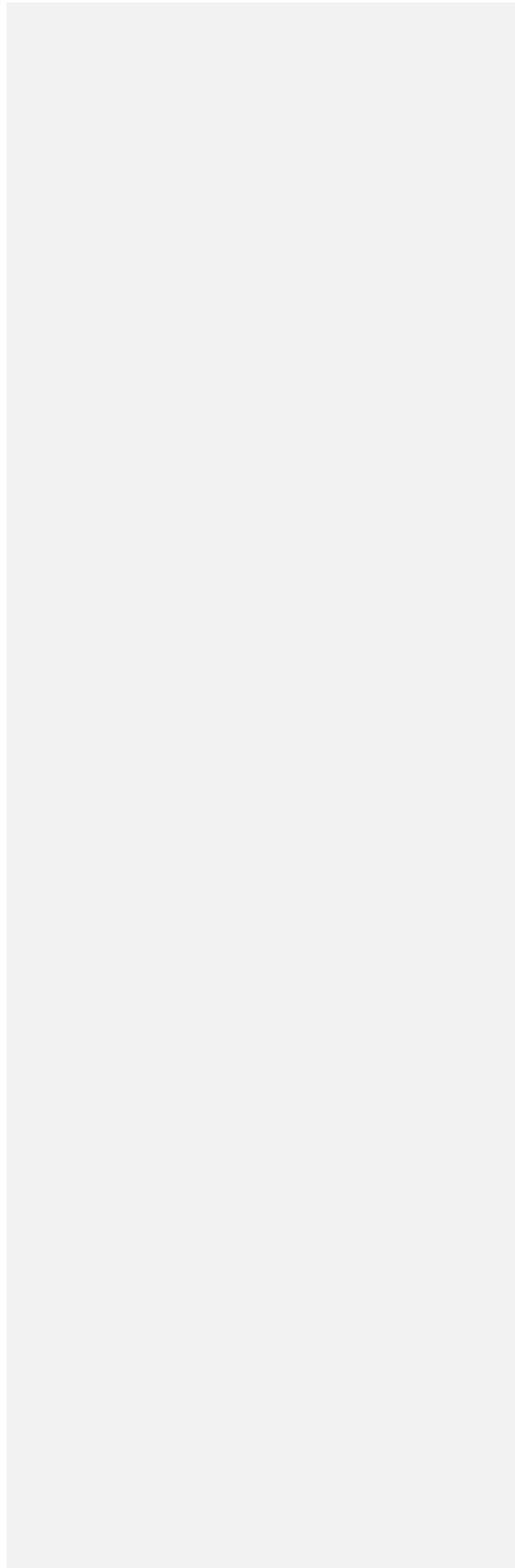
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



NEW YORK RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated _____ (the "Agreement"), between Crave Cookies Franchising, LLC, a Utah limited liability company ("Crave Cookies Franchising") and _____, a _____ ("Franchisee").

1. **Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.
2. **Waivers Not Required.** Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Crave Cookies Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33.
3. **Waivers of New York Law Deleted.** Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Crave Cookies Franchising with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.
4. **Governing Law.** Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.
5. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

CRAVE COOKIES FRANCHISING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agreed to by:

FRANCHISOR:

CRAVE COOKIES FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

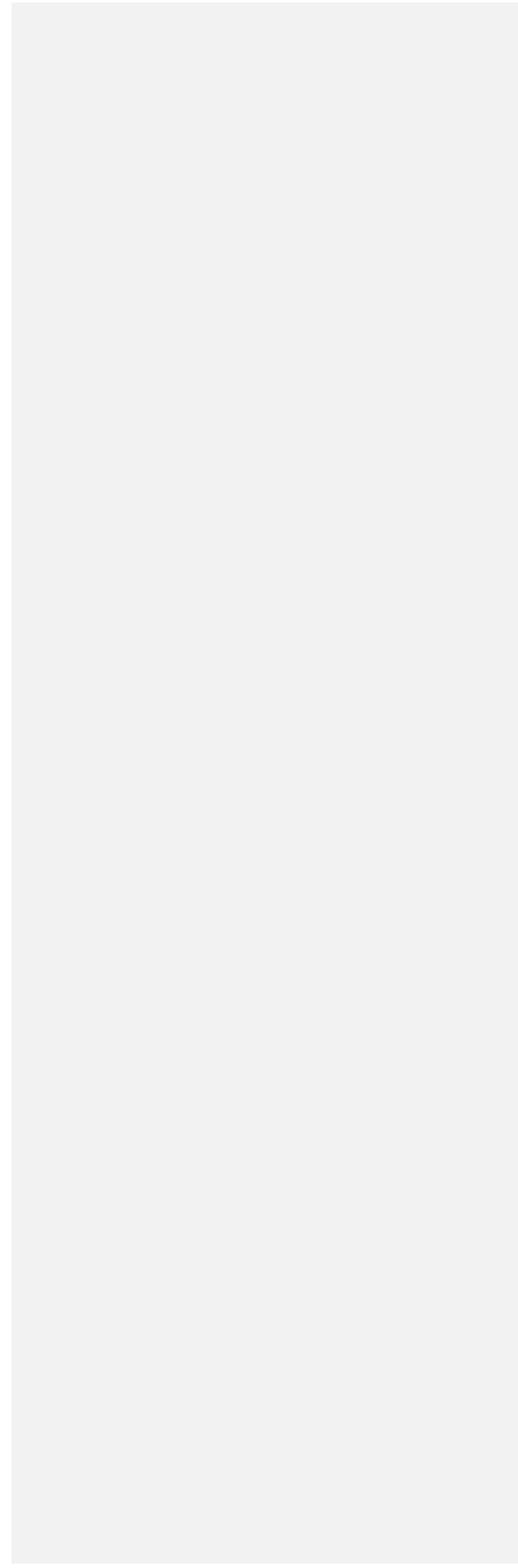
FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____



RHODE ISLAND RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated _____ (the "Agreement"), between Crave Cookies Franchising, LLC, a Utah limited liability company ("Crave Cookies Franchising") and _____, a _____ ("Franchisee").

- 1. **Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.
- 2. **Jurisdiction and Venue.** Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.
- 3. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

Crave Cookies Franchising, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

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

Article 19 of the Franchise Agreement does not apply in the State of Washington.

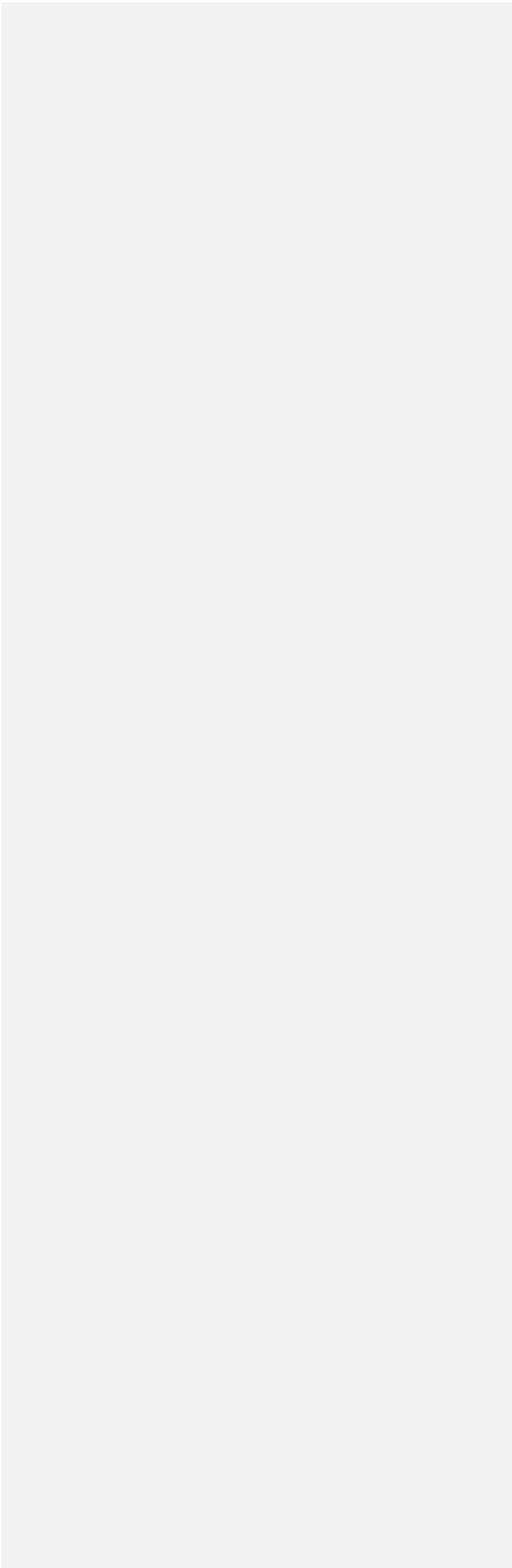
Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Multi-Unit Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened ***and until franchisor has met all its pre- opening obligations under the Agreement and Franchisee is open for business with respect to each such location.***

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20_____.

FRANCHISOR

FRANCHISEE



|

EXHIBIT K

~~STATE EFFECTIVE DATES~~

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

~~This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:~~

State	Effective Date
Florida	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Utah	Pending
Washington	Pending
Wisconsin	Pending

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

EXHIBIT L

COMPLIANCE, VIOLATIONS AND FEES

Section 1. INITIAL WRITTEN NOTICE

A. Identification of Infraction:

- I. Crave Cookies Franchising, LLC will identify the specific infraction.
- II. Reference the specific section of the franchise agreement or Brand Standards and Operations Manual that has been violated.
- III. Indicate the severity level of the infraction (Mild, Moderate, Severe).

B. Formal Written Notice:

- I. Crave Cookies Franchising, LLC will provide a formal written notice to the franchisee via email.
- II. The notice will detail the nature of the infraction.
- III. The notice will include the date and time the infraction was observed.

Section 2. OPPORTUNITY FOR CORRECTION

A. Timeframe for Correction:

- I. Crave Cookies Franchising, LLC will specify a reasonable timeframe for the franchisee to rectify the issue.
- II. The timeframe will be based on the severity of the infraction and outlined in the infraction tiers in the FDD and the Brand Standards and Operations Manual.
- III. Typical timeframes:
 - a. Mild Infractions: 7-14 days.
 - b. Moderate Infractions: 24 hours to 7 days.
 - c. Severe Infractions: Immediate to 24 hours.

B. Correction Guidelines:

- I. The written notice will include detailed instructions or guidelines on how to correct the infraction.
- II. Crave Cookies Franchising, LLC will offer resources and support, such as training sessions, to help the franchisee address the issue.

Section 3. FOLLOW-UP AND ESCALATION

A. Follow-Up Communication:

- I. Crave Cookies Franchising, LLC will follow up with the franchisee within the specified correction time frame to verify if the issue has been rectified.
- II. Follow-up will include an inspection or review of submitted evidence (e.g., photos, reports).

B. Escalation of Penalties:

- I. If the infraction is not corrected within the specified timeframe, penalties will escalate according to the severity tier.
 - a. First Offense: Verbal warning or a formal written warning, documented in the franchisee's file.
 - b. Second Offense:
 - i. Mild Infraction: Official warning and mandatory review meeting.
 - ii. Moderate Infraction: Fine or suspension of certain privileges; mandatory training (online, virtual, or in-person) may be required.
 - iii. Severe Infraction: Immediate fine and mandatory meeting with corporate within 24 hours.
 - c. Third Offense:
 - i. Mild Infraction: Fine of \$100 and submission of a comprehensive improvement plan.
 - ii. Moderate Infraction: Fine of \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan. For maintaining a 4.5-star rating, mandatory hiring of a reputation management and improvement company.
 - iii. Severe Infraction: Fine of \$5,000 and consideration for termination of the franchise agreement.

Section 4. DOCUMENTATION

Record Keeping: Crave Cookies Franchising, LLC will thoroughly document every step of the process, including warnings, communications, and the franchisee's responses.

Section 5. TERMINATION OF FRANCHISE AGREEMENT (LAST RESORT)

- A. Clear Grounds: Crave Cookies Franchising, LLC will define specific, egregious violations that warrant immediate termination.
- B. Due Process: Crave Cookies Franchising, LLC will ensure a fair process is followed, including providing written notice and an opportunity for the franchisee to respond.
- C. Support for Transition: Crave Cookies Franchising, LLC will offer guidance and support to minimize disruption during the transition period.

Section 6. INFRACTIONS FOR EACH CATEGORY WITH PENALTIES

A. MILD INFRACTIONS

These are minor issues that typically do not significantly impact the overall brand or customer experience but still need to be addressed to maintain consistency and quality.

- I. Failure to Follow the Sales Script:
 - a. First Infraction: Notification and detailed feedback.
 - b. Second Infraction: Official warning and mandatory review meeting.
 - c. Third Infraction: Fine: \$100 and submission of a comprehensive improvement plan.
- II. Minor Cleanliness Issues:
 - a. First Infraction: Notification and detailed feedback.
 - b. Second Infraction: Official warning and mandatory review meeting.
 - c. Third Infraction: Fine: \$100 and submission of a comprehensive improvement plan.
- III. Failure to Reply to Google Reviews Within 72 Hours:
 - a. First Infraction: Notification and detailed feedback.
 - b. Second Infraction: Official warning and mandatory review meeting.
 - c. Third Infraction: Fine: \$100 and submission of a comprehensive improvement plan.
- IV. Improper Uniform or Apparel:
 - a. First Infraction: Notification and detailed feedback.
 - b. Second Infraction: Official warning and mandatory review meeting.
 - c. Third Infraction: Fine: \$100 and submission of a comprehensive improvement plan.

V. Inaccurate Menu Display:

- a. First Infraction: Notification and detailed feedback.
- b. Second Infraction: Official warning and mandatory review meeting.
- c. Third Infraction: Fine: \$100 and submission of a comprehensive improvement plan.

B. MODERATE INFRACTIONS

These issues are more serious and can affect the customer experience, operational efficiency, or brand consistency. They require prompt correction within 24 hours. Infractions reset every 60 days.

I. Repeated Minor Cleanliness Issues:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours.
- b. Second Infraction: Fine: \$500 and scheduled audit within 7 days (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

II. Inconsistent Product Quality:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours.
- b. Second Infraction: Fine: \$500 and scheduled audit within 7 days (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

III. Failure to Maintain a Minimum 4.5-Star Rating on Online Review Platforms:

- a. First Infraction: Immediate notification and requirement for correction within 30 days.
- b. Second Infraction: Comprehensive improvement plan required (if not improved above 4.5 stars within 30 day period).
- c. Third Infraction: Mandatory hiring of a reputation management and improvement company if not improved above 4.5 stars within 60 day period.

IV. Incorrect Use of Marketing Materials:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours.

- b. Second Infraction: Fine: \$500 and scheduled audit within 7 days (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

V. Repeatedly Reporting Menu Items Unavailable:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours.
- b. Second Infraction: Fine: \$500 and scheduled audit within 7 days (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

VI. Creating Unapproved Discounts and Promotions:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours.
- b. Second Infraction: Fine: \$500 and scheduled audit within 7 days (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

VII. Unapproved Packaging Utilization:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours.
- b. Second Infraction: Fine: \$500 and scheduled audit within 7 days (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

VIII. Failure to Submit Weekly Prep Pictures:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours,
- b. Second Infraction: Shutting off online ordering until pictures have been approved (if within the same 60-day period).
- c. Third Infraction: Fine: \$1,000 and follow-up audit within 30 days, along with a detailed improvement plan.

IX: Required Training Not Completed:

- a. First Infraction: Immediate notification and requirement for correction within 24 hours, training must be scheduled immediately

- b. Second Infraction: Fine: \$500 (if training has not been scheduled and completed in a 60-day period).
- c. Third Infraction: Fine: \$1,000 if training has not been completed in the 120 days from the first infraction. Store will be temporarily closed if training is not completed at this point. .

X. Editing Existing Menu:

- a. First Infraction: Immediate notification and 7 day permissions restriction
- b. Second Infraction: Fine: \$500 and 30 day permission restriction
- c. Third Infraction: Fine: \$1,000 and permanent permission restriction .

C. SEVERE INFRACTIONS

These are critical issues that can significantly harm the brand's reputation, customer trust, and operational integrity. They require immediate attention and come with substantial penalties.

I. Significant Health and Safety Violations:

- a. First Infraction: Immediate fine: \$1,000 and mandatory meeting with corporate within 24 hours.
- b. Second Infraction: Fine: \$2,500 and potential temporary closure of the franchise.
- c. Third Infraction: Fine: \$5,000 and consideration for termination of the franchise agreement.

II. Sharing Unit Level Sales and Performance Information Outside the Franchise Organization:

- a. First Infraction: Immediate fine: \$1,000 and mandatory meeting with corporate within 24 hours.
- b. Second Infraction: Fine: \$2,500 and potential temporary closure of the franchise.
- c. Third Infraction: Fine: \$5,000 and consideration for termination of the franchise agreement.

III. Non-Compliance with Legal and Regulatory Requirements:

- a. First Infraction: Immediate fine: \$1,000 and mandatory meeting with corporate within 24 hours.
- b. Second Infraction: Fine: \$2,500 and potential temporary closure of the franchise.

- c. Third Infraction: Fine: \$5,000 and consideration for termination of the franchise agreement.

IV. Gross Mismanagement of Financial Reporting:

- a. First Infraction: Immediate fine: \$1,000 and mandatory meeting with corporate within 24 hours.
- b. Second Infraction: Fine: \$2,500 and potential temporary closure of the franchise.
- c. Third Infraction: Fine: \$5,000 and consideration for termination of the franchise agreement.

V. Any Action Severely Damaging the Brand Reputation:

- a. First Infraction: Immediate fine: \$1,000 and mandatory meeting with corporate within 24 hours.
- b. Second Infraction: Fine: \$2,500 and potential temporary closure of the franchise.
- c. Third Infraction: Fine: \$5,000 and consideration for termination of the franchise agreement.

VI. Carrying Non-Approved Menu Items:

- a. First Infraction: Immediate fine: \$1,000 and mandatory meeting with corporate within 24 hours.
- b. Second Infraction: Fine: \$2,500 and potential temporary closure of the franchise.
- c. Third Infraction: Fine: \$5,000 and consideration for termination of the franchise agreement.

STATE EFFECTIVE DATES

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This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

RECEIPT

~~This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.~~

~~If Crave Cookies Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.~~

~~If Crave Cookies 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 any applicable state agency (which are listed in Exhibit A).~~

~~The name, principal business address, and telephone number of each franchise seller offering the franchise is:~~

<u>Name</u> <u>State</u>	<u>Principal Business Address</u> <u>Effective Date</u>	<u>Telephone Number</u>
Trent English Becky English	2949 Oak Park Lane, Holladay, UT 84117	801-703-4532
Florida	January 21, 2025	
Illinois	June 27, 2025	
Indiana	Pending	
Maryland	Pending	
Utah	May 19, 2025	
Washington	Pending	
Wisconsin	Pending	

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

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The name, principal business address, and telephone number of each franchise seller offering the franchise is:

<u>Name</u>	<u>Principal Business Address</u>	<u>Telephone Number</u>
Trent English Becky English	2949 Oak Park Lane, Holladay, UT 84117	801-703-4532
David Root	2949 Oak Park Lane, Holladay, UT 84117	801-834-4746

Issuance Date: May 12, 2025

I received a disclosure document dated _____, that included the following Exhibits:

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
- C. Multi-Unit Development Agreement
- D. Rider to Lease Agreement
- E. Form of General Release
- F. Financial Statements
- G. Brand Standards Manual Table of Contents
- H. Current and Former Franchisees
- I. State Addenda to Disclosure Document
- J. State Addenda to Agreements

Signature: _____

Print Name: _____

Date Received: _____

Keep This Copy For Your Records

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Signature: _____

Print Name: _____

Date Received: _____

Return This Copy To Us: Crave Cookies Franchising, LLC