

FRANCHISE DISCLOSURE DOCUMENT



WSR Franchise, LLC,
a Georgia limited liability company
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WSR Franchise, LLC offers franchises for the operation of a business offering restaurant brokerage services, franchise resale services for the food industry, restaurant site selections services, and consulting services related to restaurant sales and site selection issues (“**Restaurant Brokerage Business**”).

The total investment necessary to begin operation of a Standard WSR franchise ranges from \$105,625 to \$150,400. This includes initial fees of \$50,250 that must be paid to the franchisor.

The total investment necessary to begin operation of a Conversion WSR franchise ranges from \$95,875 to \$140,650. This includes initial fees of \$40,500 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive 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, contact Eric Gagnon at 6 Meridian Home Lane, Suite 101, Palm Coast, Florida 32137, and (404) 800-6700.

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

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

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

The issuance date: April 29, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration only in Georgia. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate with the franchisor in Georgia than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty, advertising, and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Sales Performance Requirement.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

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.

MICHIGAN NOTICE

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assents to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to sell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide 3rd party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision that permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offer on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions regarding this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, 670 Law Building, Lansing, MI 48913, telephone: (517) 373-7117.

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Exhibit B	Franchise Agreement
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Exhibit G	State Law Addenda
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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor is WSR Franchise, LLC, and is referred to in this Disclosure Document as the “**WSR**,” “**we**,” “**us**” or “**our**.” “**You**” or “**your**” means the person, corporation, partnership or other business entity that buys the franchise, the “**Franchisee**.” If you are a business entity, “**you**” includes your owners and the provisions of the franchise agreement also apply to them.

The Franchisor, Predecessor and Affiliates

We are a Georgia limited liability company formed on July 26, 2011. We do business under the name “We Sell Restaurants.” Our principal business address is 6 Meridian Home Lane, Suite 101, Palm Coast, Florida 32137. We began offering franchises for Restaurant Brokerage Businesses in August 2011. We are engaged in business activities that relate to Restaurant Brokerage Businesses and have not offered franchises in any other lines of business. We currently do not operate any Restaurant Brokerage Businesses.

We have a parent, WSR Holdings, LLC (“**Holdings**”). Holdings is a Georgia limited liability company, formed on July 26, 2011. The principal address for Holdings is 6 Meridian Home Lane, Suite 101, Palm Coast, Florida 32137. Holdings does not operate any Restaurant Brokerage Businesses or sell franchises in this or any other line of business.

We have 1 affiliate (“**Affiliate**”) that is also our predecessor. We Sell Restaurants, Inc., is a Georgia corporation formed on July 27, 2004. Its principal business address is 6 Meridian Home Lane, Suite 101, Palm Coast, Florida 32137. Since 2005, We Sell Restaurants, Inc. has operated a Restaurant Brokerage Business in Georgia and Florida similar to the business you will operate. We Sell Restaurants, Inc. does not offer and has not offered in the past any franchises in this or any other line of business.

Our agent and address for service of process in Georgia is Patrick Norris at 1100 Peachtree Street, NE, Suite 690, Atlanta, GA 30309. Our other agents for service of process are disclosed on **Exhibit D**.

The Business

We offer franchises to use our “**WE SELL RESTAURANTS®**” trademarks, trade names, service marks and logos (“**Marks**”) in the operation of Restaurant Brokerage Businesses. The franchise is operated under a business format per a unique system, including our valuable know-how, information, trade secrets, methods, Operations Manual, standards, designs, methods of trademark usage, copyrights, sources and specifications, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with a business offering Restaurant brokerage services, Restaurant site selection services, and consulting services related to Restaurant sales and site selection issues in the operation and promotion of Restaurant Brokerage Businesses (“**System**”). We reserve the right to change or otherwise modify the System at any time in our sole discretion. Each Restaurant Brokerage Business offers a variety of services to purchasers and sellers of restaurants.

You must operate your Restaurant Brokerage Business using our standard business operating practices and operations manual and sign our standard franchise agreement (“**Franchise Agreement**”). We reserve the right to add, modify, or delete any services that you must offer or sell at your Restaurant Brokerage Business at any time in our sole discretion. You must also obtain all necessary permits, licenses and approvals to operate your Restaurant Brokerage Business, including a license to operate as a real estate broker, where applicable, in each state in which your Restaurant Brokerage Business is located.

We offer 2 types of franchises, a standard franchise (“**Standard Franchise**”) and a conversion franchise (“**Conversion Franchise**”). A Standard Franchise is available to anyone who is not currently operating a WSR Restaurant Brokerage Business or an independent restaurant brokerage business. As a Standard Franchise operator, you may operate 1 WSR Restaurant Brokerage Business for each Franchise Agreement you sign with us.

If you are not a current franchisee and you own an independent restaurant brokerage business, you may purchase a Conversion Franchise if you meet our requirements. As a Conversion Franchise operator, you will sign a standard Franchise Agreement, but you will pay a Conversion Fee instead of an Initial Franchise Fee.

Regulations

Many states and local jurisdictions have laws, regulations, and ordinances that may apply to the operation of your Restaurant Brokerage Business, and you must comply with all local codes, regulations, and licensing requirements. For example, state registration, real estate licensing requirements or business brokerage licensing requirements may apply to agents engaging in business brokerage in your area and you may be required to obtain a real estate license or otherwise register before operating as a business broker. Some states also require franchised business brokers to identify themselves as franchised business brokers when offering their services to the public. You must investigate these laws and consult with local agencies and a legal advisor about whether these and/or other requirements apply to your business.

You must obtain all required licenses and permits and ensure that your employees, agents, and others providing Restaurant Brokerage Services to restaurant companies, franchise companies or franchisees and Site Selection Services to customers on behalf of your Restaurant Brokerage Business have all required licenses and permits. The failure to maintain the proper licensing is a material breach of the Franchise Agreement.

Your Restaurant Brokerage Business will also have to comply with various federal, state and local laws and regulations that apply to all businesses. For example, your Restaurant Brokerage Business is subject to laws relating to occupational health and safety, zoning regulations, wage and hour laws, the Americans with Disabilities Act, Fair Housing Laws, and the Real Estate Settlement and Procedures Act. You should familiarize yourself with these laws before deciding to purchase a franchise and license to operate a Restaurant Brokerage Business from us.

Market Competition

Your Restaurant Brokerage Business will compete with other businesses offering business brokerage, commercial real estate sales and leasing, site selection services, business valuations, business consulting, and franchise sales and resale services including franchised operations, national chains, independent brokers and agents, and independently owned companies. The commercial business brokerage market is well developed and is highly competitive.

ITEM 2 BUSINESS EXPERIENCE

President: Eric Gagnon

Mr. Gagnon has been our President since our formation in July 2011. Mr. Gagnon also serves as the President of Holdings and has done so since its formation in July 2011. He has also served as President of We Sell Restaurants, Inc. since its formation in July 2004.

CEO: Robin Gagnon

Ms. Gagnon has been our Vice President since our formation in July 2011. Ms. Gagnon also serves as the Vice President of Holdings and has done so since its formation in July 2011. She has also served as Vice President of We Sell Restaurants, Inc. since June 2006.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

If you are purchasing a Standard Franchise, you must pay us an initial franchise fee of \$49,750 when you sign the Franchise Agreement. It is fully earned upon payment and is not refundable under any circumstance. The initial franchise fee is uniformly imposed on all franchisees.

Conversion Fee

If you own an existing restaurant brokerage business, you may become a Franchisee by converting your existing business to a WSR Restaurant Brokerage Business. To qualify to purchase a Conversion Franchise, you must have operated your existing business for at least 1 year at the time of conversion and meet our standards as we determine in our discretion. You must pay us a conversion franchise fee of \$40,000 when you sign the Franchise Agreement and it is not refundable under any circumstances.

Veteran's Program

We are a member of the International Franchise Association and participate in IFA's VetFran Program, which provides special financial incentives to qualified veterans. For qualified U.S. military veterans, we may discount the initial franchise fee by 25%. This discount does not apply to the Conversion franchise fee.

Other Initial Payments

Upon signing a Franchise Agreement, you must also pay us or an Affiliate an initial website setup fee of \$500 to configure your Computer System with our web-based software and business management system. This fee is nonrefundable.

You will not pay WSR or an Affiliate any other fees for services or goods before your We Sell Restaurants business opens.

ITEM 6 OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee (1) [†]	A monthly fee equal to or the greater of the following: \$0 – 1 st 4 months after training; \$500 - months 5-12; \$750 - months 13-24; \$1,000 - months 25-120; or 15% of Gross Revenues for each month	Payable monthly on or before the 10 th of each month. If you permit a party to finance or otherwise extend the time of payment of your sales commission, the full Royalty Fee must be paid to us within 1 month of closing of the sale of the applicable business.	Gross Revenues is all revenue generated by the franchise operation including commission, lender referral fees, agent referral fees, consulting fees, cancellation fees, evaluation fees, and any other source of income paid to the franchisee. (“ Gross Revenues ”). All revenue is tracked and entered into the Broker’s Operations and Sales System (BOSS). Franchisees receive a monthly report related to the month’s royalties and fees at the Beginning (BOM Report) and after the close of each month (EOM) stating all transactions, commission earned and revenue with a

Type of Fee	Amount	Due Date	Remarks
			calculation for Royalty Fees. While standard listing revenue is typically captured through BOSS, franchisees have an obligation to enter all non-standard transactions (such as lease payments, consulting fees, or referral fees) into the system to ensure accurate reporting and calculation of Royalty Fees.
Franchise Marketing Accrual Fund Contribution (2) [†]	The greater of 2% of Gross Revenues or \$150 per month (“ Minimum Individual Advertising Expense ”). (3)	Payable monthly on or before the 10 th of each month.	We have set the initial Franchise Marketing Accrual Fund Contribution at 2%. However, we may decrease the National Marketing and Promotions Fee, at our discretion, down to a minimum of 1% of Gross Revenues. We reserve the right to require you to pay your National Marketing and Promotions Fee on a more frequent basis, including weekly.
Local Advertising	Will vary under circumstances <u>2% of Gross Revenues (or \$500 to \$1,500)</u>	As incurred.	We will determine your minimum expenditure on Local Advertising based on your performance and local market conditions.
Cooperative Advertising	As determined by members of the cooperative. (3)	As determined by members of the cooperative.	Members of each cooperative will determine the amount that each member contributes for advertising and marketing programs.
Website Support and Franchisee Listings [†]	\$750 per month for you and one agent and currently \$150 for any enhancement to the website. (4)	Payable monthly on or before the 10 th of each month.	The Website Support Fee may be changed by us from time to time.
Mandatory Annual Conference	\$199 per person, plus your travel, lodging and other expenses	As incurred.	You and your Agents must attend our annual conference which will be held in Palm Coast, Florida.
Insurance	Varies <u>\$300 to \$900</u>	As incurred.	Insurance required may be changed by us.
Additional Agent Training Fee [†]	\$2,000 per Agent, plus travel and living expenses.	30 days before the initial training course	Each of your Agents must complete the 5-business day

Type of Fee	Amount	Due Date	Remarks
		begins.	initial training course to our satisfaction prior to becoming affiliated with your Restaurant Brokerage Business. This fee is nonrefundable unless you cancel the training appointment 14 days before it is scheduled to begin, cancellation fees may apply.
Transfer Fee [†]	\$15,000	Before acceptance of transfer.	Payable before you transfer your franchise.
Successor Franchise Fee [†]	\$5,000	Upon signing the Successor Franchise Agreement.	We reserve the right to increase this fee based upon market demand.
Audit [†]	Cost of audit. But at no time less than \$250 per instance.	As incurred.	Payable if audit shows an understatement of at least 2% of Gross Revenues for any 1 month or if the Franchisee fails to report Gross Revenue properly more than once in a single fiscal year.
Late Fee [†]	10% of the amount due accumulating for each month past due, but in no case less than a minimum of \$50.	As incurred.	Applies after any payment is past its due date.
Indemnification [†]	Will vary under circumstances.	As incurred.	You must reimburse us if we are held liable for claims arising from your Restaurant Brokerage Business.
Cost of Enforcement or Defense [†]	All costs including accounting and attorneys' fees.	Upon settlement or conclusion of claim or action.	You must reimburse us if we incur any expenses in enforcing our rights against you under the Franchise Agreement.
Interest [†]	1½% per month on amounts unpaid	As incurred.	Begins to accrue after any payment is due and unpaid.
Late Report Fee [†]	The higher of 5% of the reported amount or \$100 per violation.	As incurred.	Payable only if a required report or financial statement is not delivered when due.
Termination Fee [†]	\$25,000	Upon termination of Franchise Agreement for any reason.	Payable as liquidated damages and not as a penalty.

† Denotes fees which are imposed and payable to us or our Affiliate. All fees paid to us or our Affiliate are non-refundable under any circumstances once paid except otherwise noted. Fees paid to vendors or other suppliers may or may not be refundable depending on your vendors and suppliers. We require you to pay fees and other amounts due to us via electronic funds transfer (“EFT”) as described in the Franchise Agreement. If payments are required in this method, you must comply with our procedures and perform all acts and deliver and sign all documents, including authorization (in the form attached to the Franchise Agreement as Attachment E or any other form that we may accept) for direct debits from your business bank operating account, which may be necessary to assist in or accomplish payment by this method. Under this procedure, you will authorize us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to us and any interest that may be due. You must make the funds available to us for withdrawal by electronic transfer no later than the payment due date. You are provided with a report at the beginning and end of the month stating all revenue and royalties payable. You are responsible for careful review of this report as funds will be withdrawn within three (3) business days of its publication. If you fail to report revenue or there is any form of error in the calculation, it will be captured and rebilled or credited on the next reporting run. We are authorized to debit your account for the fees calculated for the last reporting period of all Restaurant Brokerage Business’ Gross Revenues and based on information retrieved from BOSS (Broker’s Operations and Sales System).

Notes: (1) Royalty Fee. The Royalty Fee is equal to or the greater of 15% of Gross Revenues for each month or partial month of the Term and any Interim Period or during the first 4 months after training: \$0; months 5 through 12: \$500; months 13 through 24: \$750; and months 25 through 120: \$1,000. Our Royalty Fee is based on total revenue collected from the brokerage practice including all “Gross Revenues” as defined herein earned by Agents of the practice. The Royalty Fee is payable to us on or before the 10th day of each month for the preceding calendar month and is payable through the entire Initial Term of this Agreement and any Interim Period. You will pay the Royalty Fee monthly or in any other frequency, including as part of the closing of each transaction, as we may in our sole discretion require upon written notice to you. In addition, in no event shall you agree to less than a 10% commission on the sale of each property without our prior written approval. If you agree to a reduced commission without our prior written approval, you shall still be responsible for the payment of a Royalty Fee to us as if you received a 10% commission on the applicable sale. The minimum per transaction royalty fee payable to us is \$1,000.

These minimums do not apply to any transaction where you are a co-broker. In such case, the minimum royalty payable to us shall be the greater of: (i) 5% of the Gross Revenues for the applicable transaction; or (ii) \$500 for each co-brokered transaction.

(2) **Franchise Marketing Accrual Fund.** The Franchise Marketing Accrual Fund (“FMAF”) contribution must be made by check, EFT. FMAF contributions may be paid in the same check as Royalties. As of the date of the franchise disclosure document, we have not established the Marketing Accrual Fund.

- (3) If **Cooperative Advertising** is established in your area, you will be required to join. The amount of your contribution to the Cooperative will be determined by its members. We will not contribute to the Cooperative nor will we have any voting power. However, we reserve the right to review each Cooperative's contribution rate annually and disapprove a rate of less than 1% of Gross Revenues. As of the date of this disclosure document, we have not established any Cooperative Advertising.
- (4) The **Website Support and Franchise Listings fees** are designed to support you and 1 agent. Additional agents will result in a higher fee set by us.

All fees listed in this Item are uniformly imposed on all franchisees and are non-refundable.

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure (1)	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (2)	\$49,750	Lump sum	Upon signing the Franchise Agreement	Us
Travel and living expenses while training (3)	\$1,500 - \$3,000	As incurred	As incurred	Airlines, hotels, restaurants
Initial Direct Mail Market Opening Campaign (4)	\$2,500	Lump Sum	30 days prior to opening	Vendor
Additional Marketing Expense in Year 1	Up to \$25,000	As incurred	As incurred	Suppliers
Computer Hardware and Software (5)	\$1,100 - \$4,500	Lump sum	When purchased	Suppliers, vendors
Website Setup Fee	\$500	Lump sum	As incurred	Us
Office Equipment and Supplies (6)	\$350 - \$800	As incurred	At delivery	Suppliers
Telecommunications	\$1,600 - \$1,900	Lump sum	When purchased and as incurred	Suppliers
Marketing materials (7)	\$500 - \$1,200	As incurred	At delivery	Suppliers
Errors and omissions insurance	\$1,000 - \$3,000	Lump sum	As incurred	Insurance provider
Automobile insurance (8)	\$700 - \$3,000	Monthly	As incurred	Insurance provider
Licenses and dues (9)	\$125 - \$1,250	Lump sum	As incurred	Governmental authorities and

				other organizations
Legal and accounting fees	\$1,000 - \$4,000	As incurred	Varied times	Suppliers
Additional funds — first 6 months (10)	\$20,000 - \$50,000	As incurred	Varied times	Suppliers, vendors
TOTAL ESTIMATE: \$105,625 - \$150,400 (11)				

YOUR ESTIMATED INITIAL INVESTMENT – CONVERSION FRANCHISE

Type of Expenditure (1)	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (2)	\$40,000	Lump sum	Upon signing the Franchise Agreement	Us
Travel and living expenses while training (3)	\$1,500 - \$3,000	As incurred	As incurred	Airlines, hotels, restaurants
Initial Direct Mail Market Opening Campaign (4)	\$2,500	Lump Sum	30 days prior to opening	Vendor
Additional Marketing Expense in Year 1	Up to \$25,000	As incurred	As incurred	Suppliers
Computer Hardware and Software (5)	\$1,100 - \$4,500	Lump sum	When purchased	Suppliers, vendors
Website Setup Fee	\$500	Lump sum	As incurred	Us
Office Equipment and Supplies (6)	\$350 - \$800	As incurred	At delivery	Suppliers
Telecommunications	\$1,600 - \$1,900	Lump sum	When purchased and as incurred	Suppliers
Marketing materials (7)	\$500 - \$1,200	As incurred	At delivery	Suppliers
Errors and omissions insurance	\$1,000 - \$3,000	Lump sum	As incurred	Insurance provider
Automobile insurance (8)	\$700 - \$3,000	Monthly	As incurred	Insurance provider
Licenses and dues (9)	\$125 - \$1,250	Lump sum	As incurred	Governmental authorities and other organizations
Legal and accounting fees	\$1,000 - \$4,000	As incurred	Varied times	Suppliers
Additional funds — first 6 months (10)	\$20,000 - \$50,000	As incurred	Varied times	Suppliers, vendors

TOTAL ESTIMATE: \$95,875 - \$140,650 (11)

Notes:

- (1) **Type of Expenditure.** The high and low ranges in the table are based on an average for a 1 Restaurant Brokerage Business for the first 3 months of operations. Fees and expenses paid to vendors or other third parties may or may not be refundable depending on the arrangements you make with them.
- (2) **Initial Franchise Fee.** The initial franchise fee may be reduced by up to 25% for qualified U.S. military veterans as determined by us in our sole discretion and in accordance with our participation in the IFA VetFran Program. For a qualified conversion franchise, the Conversion Franchise Fee is \$40,000.
- (3) **Travel and Living Expenses While Training.** We provide initial training for up to 2 people for 5 business days at our office located in Palm Coast, Florida or at another location designated by us. You must pay for airfare, meals, transportation costs, salaries, benefits, lodging and incidental expenses for all initial training program attendees.
- (4) **Initial Direct Mail Market Opening Campaign.** You must pay Vendor \$2,500 in within 30 days of the day you first begin operating your Restaurant Brokerage Business for an initial direct mail market opening campaign in your new territory (“**Initial Direct Mail Market Opening Campaign**”).
- (5) **Additional Marketing.** The estimated additional marketing expense in the first year of operation may be as much as \$25,000 based on a mix of additional direct email, digital marketing, and local marketing.
- (6) **Computer Hardware and Software.** The estimated initial investment includes costs related to the purchase of specified computer hardware and software, including a laptop computer and a scanner. If you already have the specified computer hardware and software, you do not need to purchase new equipment as long as it is not more than 4 years old. If we require, you must provide us with electronic access to certain daily information.
- (7) **Office Equipment and Supplies.** Your initial office equipment and supplies will typically include a copier/fax machine, letterhead, and paper.
- (8) **Marketing Materials.** Your initial marketing materials will typically include business cards, brochures, postcards, and other collateral.
- (9) **Automobile Insurance.** The actual amount of your insurance will vary depending on your driving history, make and model of your vehicle, and other factors.
- (10) **Licenses and Dues.** These amounts include the estimated cost of obtaining a license from a state agency to act as a commercial real estate broker, fees associated with registering your business with any city or county agency, and dues to local, state and national commercial real

estate organizations, business brokerage boards, associations, or organizations which in our reasonable opinion are useful in the operation of your Restaurant Brokerage Business.

(11) Additional Funds – 6 months. This is for budgeting purposes only to account for unanticipated expenses. This amount includes estimated operating expenses you should expect to incur during the first 3 months of operations, not including any revenue generated by your Restaurant Brokerage Business. It includes royalties, advertising, payroll costs, deposits, fees for city, state and local business licenses, business entity organization expenses, other prepaid expenses, accounting and professional fees, and other operational expenses. These figures do not include any taxes that you may pay. You should check with your local and state governmental agencies for any taxes that may be assessed.

(12) Total Estimated Initial Investment. These figures are estimates only and reflect only the first 3 months of operations. You should review these figures carefully with a business advisor before making any decision to purchase the Restaurant Brokerage Business. You may incur additional expenses starting your Restaurant Brokerage Business. Your costs depend on several factors, including how well you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for our services; the prevailing wage rate; competition; and sales levels reached by your Restaurant Brokerage Business during the initial period. We relied on our Parent and Affiliate to compile these estimates.

We nor any affiliate, finance any part of your initial investment.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must provide specified services (“**Services**”). The Services include any and all assistance, guidance, recommendations, marketing and other services for the sale, transfer, or other disposition of restaurants (“**Restaurant Brokerage Services**”), the provision of site selection services to restaurant companies or franchisees (“**Site Selection Services**”), the provisions of consulting, valuation or professional witness services, due diligence services, or the provision of any ongoing advice regarding Restaurant-related issues (collectively, “**Consulting Services**”), or any other approved services conducted or otherwise provided by you and the Agents in connection with the Restaurant Brokerage Business or associated with the Marks. An “**Agent**” is a person or group of persons licensed to sell restaurants within the Territory who are affiliated with your Restaurant Brokerage Business and uses services provided by you pursuant to the Franchise Agreement. An Agent may be an employee of yours or an independent contractor. Prior to their affiliation with your Restaurant Brokerage Business, each of your Agents must complete our initial training course to our satisfaction. We reserve the right to require that you sell additional Services in your Restaurant Brokerage Business on 30 days' prior written notice to you. You must provide the Services per our specifications and standards in the Operations Manual. We reserve the right to change standards and specifications on 30 days' prior written notice to you.

We have standards and specifications for your equipment, dress code, supplies, forms, Services, advertising and marketing materials, and most other services used in, sold or provided

through your Restaurant Brokerage Business. To maintain our standards of consistent, high-quality services, customer recognition, advertising support, value and uniformity in Restaurant Brokerage Businesses, you must only use the approved supplies as specified in our Operations Manual. Currently, as specified in the Operations Manual, we require you to purchase certain marketing materials from our approved suppliers.

You may not contract for alternate supplies or with alternate suppliers directly. If you would like to offer for sale or use any alternate product, material, or supply or purchase any alternate products from a supplier that is not 1 of our approved suppliers, you must notify us in writing. You may need to submit samples and other information to us so that we can make an informed decision as to whether the product, material, supply, or supplier meets our specifications and quality standards. The criteria for approving suppliers are available to you in the Operations Manual. We may institute a trial period for the product, material, supply, or supplier. We may deny or revoke our approval of a supplier in our sole discretion if such supplier does not meet our established criteria. We reserve the right to charge you, or the approved supplier, for our approval of supplies and/or supplier, and the charge will not exceed the reasonable cost of inspection and evaluation and the actual cost of the test. We will respond to your request in writing within 30 days from the date the request is received.

We do not have any purchasing or distribution co-operatives as of the date of this disclosure document. We may negotiate purchasing arrangements with suppliers and distributors of approved products for the benefit of our franchisees and we reserve the right to receive rebates and other payments on volume discounts based on your purchases from these suppliers and distributors and from our purchase of products that we may re-sell to you. We do not provide material benefits, such as renewing or granting additional franchises to franchisees, based on their use of our affiliates, designated suppliers, or approved suppliers.

We are not currently an approved supplier, but we reserve the right to become an approved supplier at any time in our sole discretion. None of our officers owns an economic interest in any of our approved suppliers. We may derive revenue from your purchases or leases of computer-related hardware, software, goods, services, supplies, fixtures, equipment, inventory and products from our approved suppliers and distributors. We estimate that the purchase of these computers, software, hardware, computer related services, supplies, equipment, inventory, fixtures, goods, services and products from us or our designated or approved sources, or those meeting our standards and specifications, will be approximately 5% to 10% of your total cost to establish a Restaurant Brokerage Business and 10% to 20% of your total cost of operating a Restaurant Brokerage Business (not including amortization, depreciation, or replacement of worn or obsolete improvements, equipment or fixtures). In our last fiscal year that ended December 31, 2024, we did not derive any revenue from sales of goods and services to franchisees.

We reserve the right to require you to license from us or an Affiliate, approved suppliers, or designated suppliers, certain proprietary computer programs and related materials developed for use in the operation of your Restaurant Brokerage Business. If we require you to do so, we may require you to pay a separate license fee for the Software. The purchase of the Software license may include technical support and ongoing services, for which you may be charged.

You must respond to all emails, telephone calls, or other requests from any prospective buyer or seller of a restaurant received by your Restaurant Brokerage Business within 24 hours of receipt.

Under the franchise agreement, we own all business records (“Business Records”) with respect to customers and other service professionals of, and/or related to, the Restaurant Brokerage Business including all databases (whether in print, electronic or other form), including all names, addresses, telephone numbers, e-mail addresses, customer purchase records, and all other records contained in the database, and all other Business Records that will be created and maintained by you. At all times during and after the termination, expiration or cancellation of the Franchise Agreement, we may access such Business Records, and may utilize, transfer, or analyze such Business Records as we determine to be in the best interest of the System, in our sole discretion. All records, including all closing documents are required to be uploaded to the BOSS software system upon closing.

Franchisees are required to adhere strictly to system-wide standards for communication and data management. All business communications must be conducted exclusively through the designated domain, email server, or communication platforms authorized by We Sell Restaurants to ensure compliance and consistency. Franchisees must promptly document all updates, notes, and client interactions in the BOSS system to maintain an accurate and centralized operational record.

Franchisees are expressly prohibited from downloading, exporting, or using customer phone records or email records from the BOSS system for purposes such as mass texting or mass email campaigns. These actions, which could target clients of We Sell Restaurants, are strictly forbidden as they may violate federal regulations, including but not limited to the CAN-SPAM Act and TCPA (Telephone Consumer Protection Act). Such practices risk damaging the brand's reputation and exposing the franchise system to legal liabilities.

You must procure and maintain, at your own expense, insurance policies protecting you, us, our designated Affiliates, and the owners, officers, directors and employees of us and our designated Affiliates against any loss, liability, errors and omissions, business interruption, personal injury, death, property damage, or expense resulting from the operation of your Restaurant Brokerage Business and all services you provide in connection with the operation of your Restaurant Brokerage Business as we may require for your and our protection in our sole discretion in amounts set forth in the Operations Manual and Franchise Agreement (which may be adjusted periodically in our sole discretion). You must also procure and maintain all other insurance required by state or federal law, including workers' compensation insurance and unemployment insurance. The policies must also stipulate that we receive a 30-day prior written notice of cancellation or non-renewal and must contain endorsements by the insurance companies waiving all rights of subrogation against us. Original or duplicate copies of all insurance policies, certificates of insurance or other proof of insurance acceptable to us, including original endorsements effecting the coverage required by us must be furnished to us together with proof of payment within 10 days of issuance. You will also furnish us with certificates and endorsements evidencing this insurance coverage within 10 days after each of the following events: (i) at all policy renewal periods, not less than annually, and (ii) at all instances of any change to, addition

to, or replacement of any insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are subject to approval by us. If you fail to procure and maintain the required insurance coverage, we have the right and authority to procure the insurance coverage on your behalf and charge you, which charges, together with a reasonable fee for our expenses incurred in this procurement, you will pay immediately upon notice.

Insurance

You must purchase and maintain insurance that must include, but is not limited to, comprehensive general liability and automobile liability coverage (including automobile coverage for you, your Agents and other sales and marketing personnel who may have customers riding in the automobiles of these persons) in the amount of \$250,000 per person / \$500,000 per occurrence for bodily injury and all-risk property damage insurance, \$1,000,000 commercial liability policy, errors and omissions, business interruption and all other occurrences against claims of any person, employee, customer, agent or otherwise in an amount per occurrence of not less than the amount set forth in our Operations Manual, as may be adjusted by us periodically in our sole discretion, unemployment and workers compensation insurance and any other additional insurance required by the terms of any lease or lender for your Restaurant Brokerage Business. All insurance policies must provide that we receive 30 days’ prior written notice of cancellation and must contain endorsements by the insurance companies waiving all rights of subrogation against us.

**ITEM 9
FRANCHISEE'S OBLIGATIONS**

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 1 and 9	ITEM 11
b. Pre-opening purchases/leases	Sections 9 and 10	ITEM 8 & ITEM 11
c. Site development and other pre-opening requirements	Section 9	ITEM 6, ITEM 7 & 11
d. Initial and ongoing training	Sections 8 and 9	ITEM 11
e. Opening	Section 9	Not Applicable
f. Fees	Sections 6, 7 and 12	ITEM 5 & ITEM 6
g. Compliance with standards and policies/operating manual	Section 9	ITEM 11
h. Trademarks and proprietary information	Section 11	ITEM 13 & ITEM 14
i. Restrictions on products/services offered	Sections 9 and 10	ITEM 8 & ITEM 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Section 5	ITEM 11 & ITEM 12
l. Ongoing product/service purchases	Sections 9 and 10	ITEM 16

Obligation	Section in Agreement	Disclosure Document Item
m. Maintenance, appearance and remodeling requirements	Sections 4 and 9	ITEM 7
n. Insurance	Section 13	ITEM 8
o. Advertising	Section 12	ITEM 11
p. Indemnification	Sections 11 and 13	None
q. Owner's participation/management/staffing	Section 9	ITEM 15
r. Records and reports	Section 7	ITEM 6 & ITEM 17
s. Inspection and audits	Sections 7, 8 and 9	ITEM 6
t. Transfer	Section 16	ITEM 17
u. Renewal	Section 4	ITEM 17
v. Post-termination obligations	Sections 11 and 18	ITEM 17
w. Noncompetition covenants	Section 15	ITEM 17
x. Dispute resolution	Section 20	ITEM 17

**ITEM 10
FINANCING**

We do not offer direct or indirect financing to you. We do not guarantee any of your note(s), lease(s) or other obligation(s).

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

Except as listed below, we are not required to provide you with any assistance.

A minimum transaction, unless otherwise approved by the Franchisor, must be at least a 15% commission royalty on each Transaction.

Pre-opening Obligations

Before you open your Restaurant Brokerage Business, we (or our designee) will provide the following assistance and services to you.

1. We will agree upon your Territory. (See Section 8(3)1 of the Franchise Agreement and Attachment A to the Franchise Agreement)
2. We will approve your proposed office (“Office”) within 90 days of your signing the franchise agreement. (See Section 8(3)2 of the Franchise Agreement) We do not have established criteria for your Office, nor do we have established criteria in approving your

office other than it being within your Territory. We will not own premises or lease premises to you. You have no obligation to obtain a lease.

3. We will furnish you with the names and addresses of the approved suppliers, manufacturers and distributors used in connection with the operation of the business. (See Section 10 of the Franchise Agreement) We do not sell, deliver or install any items.
4. We will provide you with pre-training manuals for you to study prior to the initial training program. (See Section 9(2)1 of the Franchise Agreement). You are responsible for hiring your employees. Your employees must attend the initial training program.
5. Within 90 days after the execution of the Franchise Agreement and your receipt of all required licenses and permits, we will conduct a 5-business day training course for you, or if you are not an individual, your Designated Business Manager and up to 2 additional persons in Palm Coast, Florida or at another location designated by us (See Section 8(3)3 of the Franchise Agreement). A complete description of our training program is provided later in this Item.
6. We will loan you 1 copy of our confidential and proprietary Operations Manual before your attendance at the initial training course (See Section 8(3)4 of the Franchise Agreement). The table of contents for the Operations Manual is attached as Exhibit E.
7. We must approve the renovations to your Office necessary to comply with our standards and specifications and your compliance with the opening procedures for your Office as are set forth in the Operations Manual. (See Section 9(2)2 of the Franchise Agreement). You are responsible for conforming the premises to local ordinances and building codes and obtaining any required permits, and/or constructing, remodeling or decorating the premises.
8. A representative of ours will provide a minimum of 3 days and a maximum of 5 days of field training to you in connection with the opening of your Restaurant Brokerage Business. (See Section 8(4)1 of the Franchise Agreement) at a location to be determined at our sole discretion.

Continuing Obligations

During the term of the Franchise Agreement, we (or our designee) will provide the following assistance and services to you:

1. We will provide you with 3 to 5 days of additional training in the field at a location we designate, regarding the operation of the Franchise Brokerage Business (See Section 8(4)1 of the Franchise Agreement).
2. We will make support available to you through the BOSS Knowledge Base and ChatBot 24 hours a day. Our Help Desk ticketing system and personal representatives respond to inquiries during regular business hours to discuss your operational experience and support needs.

3. We will hold periodic conferences, in our sole discretion, to discuss sales techniques, new service developments, bookkeeping, training, accounting, performance standards, advertising programs, marketing procedures, and other topics. These conferences may be held at our Palm Coast, Florida headquarters, your Office, or at a location chosen by us, as determined by us. You will be required to pay any conference fee charged by us and you must pay all of your travel and living expenses to attend. (See Section 8(4)3 of the Franchise Agreement)

4. We will hold a mandatory annual conference, in our sole discretion, to discuss sales techniques, new service developments, bookkeeping, training, accounting, performance standards, advertising programs, marketing procedures, and other topics. You must pay any conference fees charged by us, and all personal travel and living expenses. These mandatory annual conferences are held at our Palm Coast, Florida headquarters or at a location chosen by us. (See Section 8(4)4 of the Franchise Agreement)

5. We will post listings of Restaurants for sale on our national website and in other databases as determined by us. These postings may be subject to third-party platform fees, which may be supported by the marketing fund, once established. (See Section 8(4)5 of the Franchise Agreement)

6. We will provide search engine optimization for our website and other internet marketing support. (See Section 8(4)6 of the Franchise Agreement)

7. We will provide reports from time to time on business trends and business forecasts. (See Section 8(4)7 of the Franchise Agreement)

8. We will assist in social and traditional marketing campaigns as determined in our sole discretion. (See Section 8(4)8 of the Franchise Agreement)

9. We will assist in drafting marketing documents, press releases, form marketing materials and marketing strategy, as we determine may be necessary. (See Section 8(4)9 of the Franchise Agreement)

10. We will inform you of mandatory specifications, standards and procedures for the operations of your Restaurant Brokerage Business. (See Section 8(4)10 of the Franchise Agreement)

11. We will research new services and methods of doing business and provide you with information concerning developments of this research. (See Section 8(4)11 of the Franchise Agreement)

12. When established, we will maintain the FMAF and use these funds to develop promotional and advertising programs and public relations support for Restaurant Brokerage Businesses. (See Section 12 of the Franchise Agreement)

13. We will provide advertising materials to you as we deem necessary in our sole discretion. (See Section 8(4)12 of the Franchise Agreement)

14. We will conduct a 5-business day training course for any Agents whom you hire after opening your Restaurant Brokerage Business and you must pay us the then-current fee (“**Additional Agent Training Fee**”), which is currently \$2,000 per Agent. The training course will occur in Palm Coast, Florida or at another location designated by us (See Section 8(3)3 of the Franchise Agreement).

15. A representative of ours may, in our sole discretion, provide additional assistance (See Section 8(4)13 of the Franchise Agreement). There may be additional charges for these services. If we provide additional assistance, we must agree in advance on the charges you will pay and the length of the visit.

Operations Manual

You must establish and operate your Restaurant Brokerage Business in compliance with your Franchise Agreement and the standards and specifications contained in the WSR confidential operations manual (“**Operations Manual**”) loaned to you by us. The Operations Manual consists of 1 or more manuals, technical bulletins or other written materials and may be modified by us periodically. The Operations Manual may be in printed or in an electronic format in our discretion. We reserve the right to require you to use an electronic version of the Operations Manual and to require you to access the document using the Internet or an intranet created and supported by us. You will have the opportunity to view the Operations Manual at our headquarters before purchasing the Franchise, provided you agree in writing to keep its contents confidential by signing a non-disclosure and confidentiality agreement in the form as Attachment F to the Franchise Agreement. The Operations Manual contains approximately 100 pages. The Table of Contents for the Operations Manual is attached to this disclosure document as **Exhibit E**.

Training

We provide an initial training program lasting approximately 5-8 business days, in addition to approximately 10 days of training provided through an online learning platform. The initial training program is usually conducted at our corporate headquarters located in Palm Coast, Florida and in your local market, but the training course may be held elsewhere in the future.

Before you begin operating your Restaurant Brokerage Business, you or, if you are not an individual, a designated business manager (“**Designated Business Manager**”) must attend and successfully complete to our satisfaction our initial training program and hold a valid real estate salesperson or brokerage license in the state in which you operate affiliated with a valid broker who has completed the We Sell Restaurants Broker Rider document and provide proof of errors and omission insurance. You may have 1 additional person attend the initial training program at no additional training fee. If the Designated Business Manager's employment with you is terminated, you must designate a new Designated Business Manager who must successfully complete our initial training program prior to operating the practice. You may be charged a training fee for a replacement Designated Business Manager and the costs for airfare, ground

transportation, lodging, meals, personal expenses, and the Designated Business Manager's salary and benefits must be paid by you. Notwithstanding any other provisions to the contrary, if your practice is associated with a state requiring a real estate license for business brokerage, anyone acting as the “Designated Business Manager” must be both a licensed real estate salesperson or licensed real estate broker and Certified Restaurant Broker in order for the business to operate in accordance with state law and requirements of the franchise agreement. If you are not in a license required state, but designate an alternate “Designated Business Manager” who has met the requirements as a Certified Restaurant Broker, you have a 90-day window to obtain a real estate license but in all instances, there must be a Certified Restaurant Broker operating the location. If there are listings or transactions involving the sale of real estate which requires a real estate license in all states, those listings will be transferred to the corporate office for closing. If your practice is licensed and legally allowed to accept referral fees, you will receive a referral fee to be negotiated between the parties for the home office assuming these duties. If your state requires a real estate license for business brokerage, you cannot legally operate without a licensed real estate salesperson or licensed real estate broker who is also a Certified Restaurant Broker. In the instance where you do not have a legally qualified and operationally qualified substitute in the practice, you agree and understand that any listings held by your practice must immediately roll over to the corporate office and licensed and trained individuals will take over until such time as you can meet the minimum legal and operational requirements. Failure to meet these requirements within the 90-day window will be deemed as abandonment of your practice and the termination of your franchise agreement.

There is no tuition or fee for the initial training program for up to 2 people. If you desire to have additional people attend the initial training program there will be an additional training fee for each person which is currently \$500 per person. We do not pay any travel expenses, lodging, meals, ground transportation or other personal expenses. We also provide approximately 10 additional days of training provided through an online learning platform.

On-going training and additional training programs are scheduled on an as needed basis.

Our training program consists of approximately 53 hours of independent study, 55 hours of classroom training, and 27 hours of training in the field as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of Directed Independent Study	Hours of On-The-Job Training	Location
<i>Pre-Work Training Program</i>				
Industry Textbook on Buying a Business	0	25	0	In Market
Web Site Navigation: Public Web Site	0	4	0	In Market
Market Research	0	4	0	In Market
Industry Immersion	0	4	0	In Market
<i>Classroom Training Program</i>				

Subject	Hours of Classroom Training	Hours of Directed Independent Study	Hours of On-The-Job Training	Location
Brokerage Practice Basics	4	0	1	Palm Coast, FL
Legal Agreements & Protecting Commissions	2	0	1	Palm Coast, FL
Franchise Business Plan	2	0	1	Palm Coast, FL
Market Share & Obtaining Listings	5	0	4	Palm Coast, FL
Web Site Navigation: Tracking Seller Listing	2	0	1	Palm Coast, FL
Seller Representation & Listings	2	0	1	Palm Coast, FL
Restaurant Valuation and the Valuation Analysis Tool [©]	4	0	1	Palm Coast, FL
Web site Navigation: Entering a Listing	2	0	1	Palm Coast, FL
Buyer Representation	4	0	1	Palm Coast, FL
The Business Analysis Tool [©]	2	0	1	Palm Coast, FL
Web site Navigation: Tracking Buyer Activity	2	0	1	Palm Coast, FL
Tenant Representation	4	0	1	Palm Coast, FL
The Leasing Assessment Tool [©]	1	0	1	Palm Coast, FL
Marketing and Public Relations	2	0	1	Palm Coast, FL
Weekly Reporting	1	0	2	Palm Coast, FL
<i>Post Work Training Session</i>				
Restaurant Database Skills	0	4	0	Field Training
Network Development	0	4	0	Field Training
Brand and Marketing Exercises	0	4	0	Field Training
Practice of Valuation Skills	0	4	0	Field Training
<i>Field Training Session</i>				
One-on-One Coaching with Field Consultant	16	0	2	Field Training
Buyer On the Job Training	0	0	2	Field Training
Seller On the Job Training	0	0	2	Field Training
Networking On the Job Training	0	0	2	Field Training
Total Hours	55	53	27	

The initial training program and other on-going training will be conducted by training personnel under the direction of Eric Gagnon and Robin Gagnon, whose backgrounds are described in ITEM 2. We may change or substitute training personnel as necessary, and we may delegate our duties and share our responsibilities with regard to training. Our instructors have 20 years of experience in the industry that is relevant to the Restaurant Brokerage Business.

Our Operations Manual and an interactive slide show presentation serve as the primary instructional materials during the training program.

We may present seminars, conventions or continuing development programs for the benefit of Franchisees. Your attendance is mandatory. You must pay for any conference fee and your travel and living expenses incurred while attending any seminar, convention, or continuing development program.

Any additional training programs are scheduled on an as needed basis as determined by us.

Advertising Programs

With the exception of your Initial Direct Mail Market Opening Campaign provided by Vendor, and the Website provided by us, if we require local advertising for your Restaurant Brokerage Business or establish a Franchise Marketing Accrual Fund, any Cooperative Advertising, or a Franchise Owners Advisory Council, that advertising will be controlled by you and/or other franchisees. Advertising agencies may be hired for advertising purposes but all advertising must be pre-approved by us. We, currently, are not required to place any advertising other than on our Website.

Franchise Marketing Accrual Fund

When the Franchise Marketing Accrual Fund (“FMAF”) is established, your Restaurant Brokerage Business is required to pay to us a marketing fee equal to the greater of 2% of your Gross Revenues or \$150 per month at the same time you pay your Royalty Fee. The funds will be posted to the FMAF. We may increase your contributions if we determine it is necessary, but not to exceed 4% of Gross Revenues. These payments will be made in addition to and exclusive of any sums that you may be required to spend on cooperative and local advertising and promotion conducted independently. Any company-owned or Affiliate-owned units offering services and products similar to the Restaurant Brokerage Business which you will operate will make contributions to the FMAF equal to the contributions required of Restaurant Brokerage Businesses within the System.

The FMAF will be accounted for separately by us but we are not required to maintain the FMAF funds in a separate or segregated account at a bank or other financial institution. The FMAF is administered by us. Any unused funds in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the FMAF on any terms we deem reasonable. This fund is unaudited, and we will make available to you once a year, upon your written request, an unaudited annual accounting for the FMAF that shows how the FMAF proceeds have been spent for the previous year within 120 days after our fiscal year end. We do not provide a periodic accounting of how Marketing Fees are spent.

We may use the marketing fees we collect from franchisees to (i) create marketing materials relating to the System and the services sold by our Franchisees; (ii) pay for public relations projects intended to enhance the goodwill and public image of the System; (iii) assist Franchisees in developing local marketing programs; (iv) pay for the cost of placing marketing

materials in various print, broadcast and Internet media; (v) undertake any other marketing efforts we deem necessary or beneficial to the System, in our discretion; and (vi) to reimburse us or our Affiliates for salaries and overhead expenses related to the marketing services provided to Franchisees and to cover part of the cost of maintaining the Internet web site. We will attempt to spend monies contributed to the FMAF in such a way as to provide advertising benefits to all participating Restaurant Brokerage Businesses, but we make no guarantees that you will benefit pro rata or at all from your contributions to the FMAF. We reserve the right to allocate Marketing Fees to various permitted uses as we see fit and we do not guarantee that you will receive equal benefits or identical coverage. Neither we nor our affiliates receive payment for providing goods or services to the FMAF, except for reimbursement of expenses as described above. We do not use any FMAF funds to advertise the sale of franchises.

We did not receive, or spend, any fees contributed to the FMAF in our last fiscal year ended December 31, 2024.

Website

We have established a website and utilize other social media and internet resources (collectively, the “**Website**”) to provide information about the System and the Services that Restaurant Brokerage Businesses offer. We have sole discretion and control over the Website's design and contents. We reserve the right to use part of the marketing fees collected in the FMAF and part of the FMAF's revenues to pay or reimburse us for the costs of maintaining and updating the Website, except that we may not use FMAF revenues to pay for those components of the Website that are devoted to publicizing the franchise program or the sale of WSR franchises.

Local Advertising

We have the right to require you to spend money for Local Advertising and promotions in the Territory in accordance with the marketing guidelines set forth in the Operations Manual. Such required local advertising expenditures do not include the costs of advertising restaurants for sale or lease by your Restaurant Brokerage Business, costs for recruiting Agents, or other advertising expenses related directly to the sale of restaurants.

You must pay our approved vendor \$2,500 to provide your Initial Direct Mail Market Opening Campaign, within 30 days of the day you first begin operating your Restaurant Brokerage Business. Vendor will ensure that you are provided with the best possible direct mail campaign in your new territory to help get your business jump started correctly. You must, at your expense, purchase a new direct mail list of restaurants within your Territory.

Each month, we have the right to require you to spend ~~a minimum of 2%~~ \$500 to \$1,500 of the Gross Revenues of your Restaurant Brokerage Business on local advertising and promotional advertising for the Franchise in your Territory (“**Local Advertising**”). We must approve all advertising before you use it. You must provide us with an advertising expenditure report to show that you have complied with the Local Advertising requirements. Costs and expenditures, you incur for any of the following, are not to be included in your expenditures on Local Advertising, unless approved in advance by us in writing:

1. Salaries, expenses and benefits of any of your employees, including salaries or expenses for attendance at advertising meetings or activities.
2. Seminar and educational costs and expenses of your employees or Agents.
3. Costs and expenditures you incur as a result of placing advertisements for specific restaurants or for recruiting Agents.

Cooperatives

We may designate any geographic area, in which 2 or more Restaurant Brokerage Businesses are located, as a region for establishing an advertising cooperative (“**Cooperative**”). The members of the Cooperative for any area will consist of all franchised Restaurant Brokerage Businesses. We will advise and assist the members with the Cooperative’s organization and governance. Each Cooperative will be organized for the sole purpose of administering advertising programs and developing, subject to our approval, promotional materials for use by the members in Local Advertising. If a Cooperative has been established for a geographic area where your Restaurant Brokerage Business is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must become a member of the Cooperative and abide by the rules of the Cooperative. We reserve the right to form, change, dissolve or merge any Cooperative based on necessity. The governing documents will be available for franchisees located within the Cooperative area.

Cooperatives will be composed of all franchised Restaurant Brokerage Businesses only located in a designated market area. If a Cooperative is established, contributions to the Cooperative will be determined by a vote of the members of the Cooperative. We reserve the right to review the Cooperative contribution rate on an annual basis and to disapprove a rate of less than 1% of Gross Revenues. No Cooperatives have been established as of the date of this Disclosure Document.

Local Marketing Pre-Approvals

All advertising and promotions you use must be conducted in a dignified manner and must conform to the standards and requirements that we state in the Operations Manual or otherwise in writing. You must first obtain our approval of all advertising and promotional plans and materials before your use of them if the plans and materials have not been prepared by us or previously approved by us during the 12 months before their proposed use. You must submit all unapproved plans and materials to us, and we will approve or disapprove the plans and materials within 14 days of our receipt. You may not use any unapproved plans or materials. You must promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, on notice from us. All use of any of the Marks included in the System must meet our standards and specifications.

Except as described above, we are not obligated to spend any amount on advertising in the area where your Restaurant Brokerage Business or Branch Offices are located.

Franchise Owners Advisory Council

We may establish a Franchise Owners Advisory Council (“Council”) in the future. The Council may have up to 3 representatives who will be selected by the franchisees at large through an annual election process. The Council will serve in a purely advisory capacity on many matters, including advertising. We will have the power to change or dissolve the Council in our sole discretion.

Schedule for Opening

If you are purchasing a standard franchise, we estimate that the typical length of time between the signing of the Franchise Agreement and the opening of your Restaurant Brokerage Business will be approximately 3 months. Some factors which may affect this timing are your ability to secure any necessary financing and your ability to obtain any necessary permits, licenses, and certifications.

The conversion of an existing restaurant brokerage business to a We Sell Restaurants Brokerage Business usually takes 1 to 3 months, depending on the extent of the conversion of the office location, equipment and operational systems that may be necessary.

We have standards and specifications which you must follow for your equipment, dress code, supplies, forms, Services, advertising and marketing materials, and most other services used in, sold or provided through your Restaurant Brokerage Business. You must only use the approved supplies and suppliers, if any, as are specified in our Operations Manual. You will be responsible for purchasing and installing all of the equipment, hardware and software for your Restaurant Brokerage Business.

You must apply for all real estate and/or brokerage licenses and permits within 10 business days after signing the Franchise Agreement. If you do not receive all required licenses and permits within 6 months of executing the Franchise Agreement, we may terminate the Franchise Agreement.

You may not open your Restaurant Brokerage Business until: (1) we notify you in writing that all of your pre-opening obligations have been fulfilled; (2) you have completed all components of the initial training program to our satisfaction; (3) all amounts due to us have been paid; (4) we have been furnished with copies of all insurance policies and certificates required under the Franchise Agreement, or other documentation of insurance coverage and payment of premiums that we request; (5) you notify us that all approvals and conditions set forth in the Franchise Agreement have been met; (6) you have obtained all necessary real estate and business brokerage licenses and permits and other applicable permits and licenses; (7) you have provided satisfactory evidence that all of your Agents are licensed to sell restaurants in your state; and (8) you have ordered, received and installed your equipment, supplies, inventory and Computer System. You must be prepared to begin operating your Restaurant Brokerage Business immediately after we determine that your Restaurant Brokerage Business is ready for opening. (See Section 9(12) of the Franchise Agreement)

Software and Computer Equipment

You must purchase and use computer hardware and software required by us. Currently, you must purchase 1 laptop computer that runs on the Windows 10 Professional or above operating system and a high-capacity scanner (“**Hardware**”). The laptop computer must have Microsoft Office 10 Professional, or a more recent version installed and operating, and the web-based software and business management system required by us (“**Software**”). The Hardware and Software are referred to as the “**Computer System.**” The cost of purchasing the Computer System ranges from \$1,100 to \$4,500. In addition, you must pay a monthly website support and franchisee listings fee (“**Website Support Fee**”) of \$750 or such other amount as we determine in our sole discretion, for purposes of defraying the cost of providing website and technology support to you. This also covers the cost of Software license from us or our affiliates.

You must update your Computer System at your expense as we may require from time to time to meet our specifications as they evolve. Currently we require that your laptop must not be more than 4 years old. Upgrades, in some cases, may only be available through our suppliers or affiliates. We may change the designated suppliers or affiliates periodically on written notice to you. The annual cost of maintenance updates, upgrading of the system and software is estimated to be \$500 at this time.

You must have sufficient computer skills to be able to operate your Computer System and to access e-mail and the Internet. You must have access to the Internet and maintain an email account that allows us to communicate with you on a regular basis. If we determine that you require additional computer training, you must take and pay for, at your own expense, a computer training course at a local computer training school (which may be our affiliate). You must complete this training within 90 days from the date we advise you of this requirement, and you must present us with a certificate acceptable to us to show that you passed the course.

We have the right to independently access your electronic information and data through our proprietary data management, email, and intranet system, and to collect and use your electronic information and data in any manner we choose to promote the development of the System and the sale of franchises. There is no contractual limitation on our right to receive or use information through our proprietary data management, email, and intranet system.

You are solely responsible for protecting your computer equipment from computer viruses, computer hackers, and other communications and computer-related problems. We are not responsible for your computer equipment or any harm to your equipment caused by any of the above known events.

ITEM 12 TERRITORY

You will receive a territory (“**Territory**”) in which to sell the Services you are authorized to sell under the Franchise Agreement. Each Territory will include a minimum of 500 restaurants. We will negotiate the size of your Territory before you sign the Franchise Agreement. Your Territory will be based on geographic or zip codes, boundaries. We have the exclusive right to

determine the boundaries of your Territory and approve your Office site in our sole discretion. Any relocation of your Office requires our written consent and will not change the boundaries of your Territory.

You are granted the right to operate a Restaurant Brokerage Business within your Territory. You must confine all your restaurant brokerage activities to your Territory including, but not limited to, meetings, conferences, community service, and educational programs. You are restricted from accepting unsolicited clients from outside your Territory, and you must restrict the targeting of public relations, promotional, sales and marketing activities and the activities of your agents to individuals and businesses located within your Territory. You shall not actively market areas outside of your Territory using the Internet, telemarketing or other forms of direct marketing and cannot indicate in any media, print or electronic, that you have a location or provide services in any area outside of your Territory. We will not permit advertising of any listing outside your Territory on the We Sell Restaurants platform or in any other form. Advertising of any listing outside your Territory without obtaining our prior written consent is a default of your Franchise Agreement.

You may accept a listing outside of your Territory in very limited circumstances. If a seller contacts you to sell multiple restaurants, where the majority are located in your Territory, and requests to “bundle” or only sell these restaurants together, you may accept the listing. If the stores are to be “split” as opposed to “bundled”, and some are located in your Territory, and others are located in a Territory operated by another franchisee or by us or our Affiliate, all listing appointments and conversations should occur jointly, and commission/fees split accordingly. If the other franchisee, Franchisor, or Affiliate declines to jointly participate in the listing appointments and work on the listing, you may accept the listing, and you are not required to split the commission/fees.

To maintain your Territory, you must meet the Minimum Annual Quota. Your failure to satisfy the Minimum Annual Quota may result in the reduction or elimination of your Territory or the termination of your Franchise Agreement, in our sole discretion. During your first franchise year, your minimum commission/fees collected must be \$50,000 or greater; \$75,000 or greater in your second year; and \$100,000 or greater each franchise year thereafter. Further, your minimum exclusive listing count must be 12 and your number of transactions must be 8 per the Minimum Annual Quota in Attachment B to your Franchise Agreement.

We reserve the right, among others, without making compensation to you:

1. to use, and to license others to use, the Marks and System for the operation of Restaurant Brokerage Businesses at any location other than in the Territory, regardless of proximity to the Territory;
2. to use, license, and franchise the use of trademarks or service marks other than the Marks, in association with operations that are the same as, similar to, or different from the Restaurant Brokerage Business;

3. to use the Marks and the System in connection with the provision of other services and products or in alternative channels of distribution, at any location including within the Territory;

4. to offer the Services or grant others the right to offer the Services, whether using the Marks or other trademarks or service marks, through alternative channels of distribution, including without limitation, distribution outlets other than Restaurant Brokerage Businesses, or by Internet commerce (e-commerce), mail order or otherwise, whether inside or outside the Territory;

5. to use any websites utilizing a domain name incorporating 1 or more of the words “We,” “Sell” and/or “Restaurants” or similar derivatives. We retain the sole and exclusive right to market on the Internet and use the Marks on the Internet, including all use of websites, domain names, URL's, directory addresses, metatags, linking, advertising, social networking site, electronic marketing sites, and co-branding and other arrangements. You may not independently market on the Internet, or use any domain name, address, locator, link, social networking site, electronic marketing site, metatag, or search technique, with words or symbols similar to the Marks or otherwise establish any presence on the Internet without our prior written approval. We intend that any franchisee website be accessed only through our home page. You will provide us with the content for our Internet marketing, and will sign Internet and intranet usage agreements, if any. We retain the right to approve any linking or other use of our website; and

6. to implement multi-area marketing programs or national accounts programs (“**National Accounts Programs**”) which may allow us or others to solicit customers or sell Products or Services anywhere. We reserve the right to issue mandatory policies to coordinate such multi-area marketing programs or National Accounts Programs.

7. to accept a “bundled” listing where the majority of the restaurants are located outside your Territory.

8. No other franchisee or third party shall be permitted to engage in sales activities within your Territory unless prior written authorization is obtained from us. We or our designated agents are permitted to engage in activities such as listing and selling products or providing ancillary services within your Territory.

We do not currently operate, or franchise the operation of any business selling under different trademarks any products or services similar to the products and services offered by a We Sell Restaurants Restaurant Brokerage Business and we presently do not have any plans to do so. You do not receive any option, right of first refusal or similar right to acquire additional franchises within your Territory.

ITEM 13 TRADEMARKS

The Franchise Agreement grants you the nonexclusive right to use our Marks, including the service mark “WE SELL RESTAURANTS®”, and other designs and logo types associated

with our Restaurant Brokerage Businesses. You may also use our other current or future Marks that we may authorize you to use to operate your Restaurant Brokerage Business.

The “WE SELL RESTAURANTS®” Mark and the original components of the System are owned by Holdings and are licensed exclusively to us. Holdings has granted us an exclusive license (“**Intellectual Property License**”) to use the intellectual property for purposes of franchising the We Sell Restaurants System around the world. The Intellectual Property License extends for 50 years, commencing April 1, 2013. In the event the Intellectual Property License is terminated, Holdings has agreed to license the use of the “WE SELL RESTAURANTS®” Mark and the System directly to our franchisees until such time as each Franchise Agreement expires or is otherwise terminated. The trademark words “We Sell Restaurants” may only be registered as a DBA in your state or with the state real estate commission when followed by the name of your territory as in, We Sell Restaurants – Tampa.

Holdings has registered the following Marks with the United States Patent and Trademark Office (“USPTO”) on the Principal Register:

Mark	Registration Date	Serial No. or Registration No.
WE SELL RESTAURANTS® (standard characters)	December 30, 2014	4,663,265
	October 18, 2016	5,063,688
CERTIFIED RESTAURANT BROKER®	April 17, 2018	5,450,315

We have filed and will continue to file all required affidavits of renewal and use, when due, to maintain registration for the Marks above with the U.S. Patent and Trademark Office (“USPTO”).

We may also use a number of unregistered, common-law trademarks which are not registered with the USPTO. Therefore, if you use these marks they would not have as many legal benefits and rights as a federally registered trademark. If our right to use any of these marks is challenged, you may have to change to an alternative trademark, which may increase your expenses. You must follow our rules when you use our Marks. You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate or business name or in any form on the Internet, including but not limited to URLs, domain names, e-mail addresses, locators, links, metatags or search techniques. You must get our prior written approval of your company name before you file any registration documents. You must indicate, as required in the Franchise Agreement and specified in the Operations Manual, that you are an independent restaurant broker. Guidelines regarding proper trademark use and notices are in the Operations Manual and will be updated periodically. You may not use our Marks with an unauthorized product or service, or in a manner not authorized in writing by us.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending infringement, opposition or cancellation proceedings or any pending material litigation involving any of our Marks which are relevant to the use of these Marks. No new trademark is being introduced. No currently effective litigation affects our use or ownership rights in any Mark. No currently effective agreement limits our right to use or license the use of our Marks.

You must notify us immediately when you learn about an infringement of or challenge to your use of our Marks. The franchise agreement does not require us to take any affirmative action when we receive such notice. We will take the action we think appropriate. We have no obligation under the Franchise Agreement to protect you against or reimburse you for any damages for which you are held liable in any proceeding arising out of your use of the marks. We will have control of any litigation or administrative hearing involving our marks. You agree to cooperate with us if we undertake the defense or prosecution of any litigation in connection with the marks, and to execute all documents that are necessary to obtain the protection of the marks or to maintain their continued validity and enforceability. We do not know of either superior prior rights or infringing uses that could materially affect your use of the WE SELL RESTAURANTS mark.

You must modify or discontinue the use of a trademark if we modify or discontinue the Mark. If this happens, we will reimburse you for your tangible costs of compliance (for example, signs). You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business. If you learn that a third party whom you believe is not authorized to use our marks is using them, you must promptly notify us. We will determine whether or not to take action against the third party. You will have no right to make any demand or prosecute any claim against the alleged infringement.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

As a franchisee, you are granted a non-transferable right to access and use the proprietary BOSS platform for the operation of your Restaurant Brokerage Business. Your login credentials are confidential and must not be shared with any other party or individual under any circumstances. You are expressly prohibited from providing access to the BOSS platform to anyone not authorized by us, including but not limited to employees, contractors, or third parties.

Failure to comply with this requirement constitutes a material breach of your Franchise Agreement. Such a breach may result in termination of your Franchise Agreement, in addition to other remedies available to us under the agreement or applicable law. You acknowledge and agree that the protection of the BOSS platform's confidentiality is critical to preserving its proprietary nature and safeguarding the integrity of our system.

The information contained in the Operations Manual is proprietary and is protected by copyright and other laws. The Operations Manual and the limitations of the use of it by you and your employees and/or Agents are described in ITEM 11. The designs contained in the Marks, the layout of our advertising materials, the content and format of any other writings or copyright and

other laws also protect recordings in print or electronic form. Although we have not filed an application for copyright registration for the Operations Manual, the advertising materials, the content and format of any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information (“**Copyright Works**”) in connection with your operation of your Restaurant Brokerage Business, but these copyrights remain our sole property.

There are currently no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are any proceedings pending, nor are there any currently effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit your use of our Copyrighted Works.

Our Operations Manual, electronic information and communications, sales and promotional materials, and certain software used in the Restaurant Brokerage Business, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of, and experience in the development, operation, and franchising of Restaurant Brokerage Businesses and Services sold at Restaurant Brokerage Businesses, information concerning sales, operating results, financial performance and other financial data of Restaurant Brokerage Businesses, all names, addresses, phone numbers, e-mail addresses, customer purchase and sales records, manuals and other related data and materials designated by us are proprietary and confidential (“**Confidential Information**”) and are considered to be our property information, to be used by you only as described in the Franchise Agreement or the Operations Manual. Where appropriate, certain information has also been identified as trade secrets (“**Trade Secrets**”). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for the development of your Restaurant Brokerage Business during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners, if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement in the form attached to the Franchise Agreement as Attachment F. Nothing contained in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of your Restaurant Brokerage Business during the term of the Franchise Agreement.

You must notify us immediately after you learn about another’s use of language, a visual image, or a recording of any kind, that you perceive to be identical or substantially similar to 1 of our Copyright Works or use of our Confidential Information or Trade Secrets or if someone challenges your use of our Copyright Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyright Works, Confidential Information and/or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does

not require us to take affirmative action in response to any apparent infringement of or challenge to your use of any Copyright Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyright Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to any of our Copyright Works, Confidential Information or Trade Secrets. You may not communicate with anyone, except us and our counsel, with respect to any infringement, challenge or claim. We will have discretion to take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control exclusively any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyright Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give assistance, and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding or to protect and maintain our interests in the Copyright Works, Confidential Information or Trade Secrets.

No patents are material to us at this time.

We have the right to inspect, copy and use all records with respect to the customers, suppliers, and other service providers of, and related in any way to your Restaurant Brokerage Business. This includes all databases (whether in print, electronic, or other form), including all names, addresses, phone numbers, e-mail addresses, and customer purchase records. We may use or transfer the records in any way we wish, both before and after any termination, expiration, repurchase, transfer or otherwise of the Franchise Agreement or your Restaurant Brokerage Business. We may contact any or all of your customers, suppliers, and other service providers for quality control, market research, or any other purpose, as we deem appropriate, in our sole discretion.

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

If you are an individual, you must directly supervise the Restaurant Brokerage Business. If you are a business entity, the direct, on-site supervision of your Restaurant Brokerage Business must be done by a Designated Business Manager.

If we believe you lack sufficient business experience, you must appoint a Designated Business Manager to act as the operating manager for your Restaurant Brokerage Business. We must interview, screen, and approve the selection of the Designated Business Manager before signing the Franchise Agreement. You or the Designated Business Manager must attend and successfully complete the initial training program and earn the credentials of “Certified Restaurant Broker” as well as abide by the obligations in the Franchise Agreement and the Operating Manual, including but not limited to obtaining all required licenses and permits prior to commencing employment with you. The Designated Business Manager must agree to assume and guarantee the performance of all of your obligations, including, among others, confidentiality and non-competition.

If you are a legal or business entity, each individual who owns, directly or indirectly, a 5% or greater interest in you must sign the Guaranty and Assumption of Franchisee’s Obligations, in the form attached to the Franchise Agreement as Attachment C, assuming and agreeing to discharge all of your obligations and comply with all restrictions under the Franchise Agreement.

At the time you enter into a franchise agreement, you must disclose ownership or partial ownership in any restaurant location in which you have more than 5% interest. If you acquire an interest in any restaurant location greater than 5% at any time during the operation of your franchise, you are required to register for that location with the brand within fourteen days.

If you purchase the franchise offered in this disclosure document, you acknowledge that the risks, financial and otherwise, which are inherent with the beginning of any new business, are yours alone. We, as a matter of policy, will not assist you in any decision-making process that may affect the operations of your Restaurant Brokerage Business. The success or failure of the franchise as a business enterprise is dependent on your efforts. The purchase of this franchise should not be considered by anyone who is unfamiliar with standard business practices or is unwilling to accept the responsibilities associated with running a small business.

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

You cannot use or permit the use of your Restaurant Brokerage Business for any other purpose or activity at any time without first obtaining our written consent.

You must sell or offer for sale only those Services which are authorized by us and which meet our standards and specifications. You must follow our policies, procedures, methods of doing business, and techniques. We may change or add to the Services you must offer. There is no limitation on our right to change the products or services offered by your Restaurant Brokerage Business. You must discontinue selling and offering for sale any Services, which we may, in our discretion, disapprove in writing from time to time. You are not restricted in the customers you may serve.

**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	Section 4	10 years
b. Renewal or extension	Section 4	If you are in good standing 1 additional term of 10 years

Provision	Section in franchise or other agreement	Summary
c. Requirements for franchisee to renew or extend	Section 4	Written notice to us, be 100% compliant on all minimum performance standards and not in default on any other measure, sign new agreement, be current in payments, sign release in the form attached to the franchise agreement as Attachment H, pay Successor Franchise Fee. When renewing, you may be asked to sign a new contract with materially different terms and conditions than your original contract including territory size.
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Note Applicable
f. Termination by franchisor with cause	Section 18	We can terminate if you default.
g. "Cause" defined – curable defaults	Section 18	You have 10 days to cure: non-payment of fees. You have 30 days to cure non-submission of reports; failure to maintain standards; violation of laws or ordinances except failure to operate legally with a real estate license in a license state; failure to obtain our approval where required; unauthorized use of the Marks; failure to buy and maintain insurance; default under your lease; inaccurate reporting of Gross Revenues; failure to maintain bank accounts. Failure to operate with a real estate license or Certified Restaurant Broker in place results in the immediate suspension of the practice in a state requiring a license for business brokerage resulting in the transfer of all listings to corporate. The franchisee will have a 90-day period to cure these requirements. No business can be transacted by the practice without a Certified Restaurant Broker and real estate license in states requiring a real estate license for the practice of business brokerage. State real estate law does not allow for payment of commission to unlicensed persons. No income may be paid or received by the Office if they are not properly licensed.

Provision	Section in franchise or other agreement	Summary
h. “Cause” defined – non-curable defaults	Section 18	Non-curable defaults: disclosing Confidential Information and Trade Secrets; misuse of the Marks and System; abandoning or discontinuing your Restaurant Brokerage Business; insolvency; bankruptcy; felony conviction; crime of moral turpitude; failure to pay amounts due after receiving notice; 3 notices of default in any 12-month period; 2 or more invalid reports in any 12-month period; any misrepresentation to Franchisor; unauthorized sale or transfer.
i. Franchisee’s obligations on termination/non-renewal	Sections 11, 13, 15 & 18	De-identification, payment of amounts due, return of Operations Manual, all Confidential Information, and Trade Secrets; assign all email accounts, websites, social media; and turn over all of your records and data that were generated as a WE SELL RESTAURANTS® franchisee.
j. Assignment of contract by Franchisor	Section 16.1	No restriction on our right to assign.
k. “Transfer” by franchisee — definition	Section 16	Includes transfer of contract or assets or ownership change.
l. Franchisor approval of transfer by franchisee	Section 16	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 16	New franchisee qualifies, Transfer Fee paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new franchisee.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Section 17	We can match any offer for your business.
o. Franchisor’s option to purchase franchisee’s business	Section 17	We may, but are not required to, purchase your inventory and equipment at fair market value if your franchise is terminated for any reason.
p. Death or disability of Franchisee	Section 16.9	Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 days. Notwithstanding this provision, the business must operate legally and in compliance with state law at all times and listings may transfer to corporate for handling in a license state and absent a Certified

Provision	Section in franchise or other agreement	Summary
		Restaurant Broker for the practice during this 120-day period.
q. Noncompetition covenants during the term of the franchise	Section 15.2	No involvement in any Competitive Business.
r. Noncompetition covenants after the franchise is terminated or expires	Section 15.3	No involvement in any Competitive Business for two years.
s. Modification of agreement	Sections 3.3, 4.5 & 21.11	No modifications during term generally, but Operating Manual subject to change. Modifications permitted upon Successor Term.
t. Integration/merger clause	Section 21.5	Only the terms of the Franchise Agreement are binding (subject to state law); any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 20	Except for certain claims, all disputes must be arbitrated, subject to applicable state law.
v. Choice of forum	Sections 20.1 & 21.1	Arbitration must be in Flagler County, Florida, subject to applicable state law.
w. Choice of law	Sections 20.1 & 21.1	Florida law applies, subject to applicable state law.

Upon final notice of termination, franchisee shall have 14 (fourteen) days to wind down all activity to include any of the following:

- Timely comply with winding up all affairs, notice to current clients, duties owed in brokerage matters, and notice to the real estate commission. This shall include but not be limited to:
 - Change status of real estate license to inactive. Remove any reference to We Sell Restaurants from all real estate records including any DBA.
 - In states where a DBA filing is required, take the steps to void that DBA.
 - Notify real estate broker of record of the franchise termination
 - Notify all clients who are in listing agreements that their listings shall immediately transfer to the control of We Sell Restaurants, Inc. as the listing agent.
 - Notify all clients not in listing agreements but in non-exclusive status (landlords) that those matters shall immediately transfer to the control of We Sell Restaurants, Inc.
 - Notify all clients who are in contract status that their listings and all matters associated with the listing shall immediately transfer to We Sell Restaurants, Inc.
 - Remove all references to the We Sell Restaurants brand including but not limited to, postings, hashtags, reels, or any other history on social media accounts.

- Any other matters related to notification that the corporation and individual are no longer associated with We Sell Restaurants.
- Keep in full force and effect their Errors and Omissions Insurance for a period of six months post termination.
- Indemnify We Sell Restaurants, Inc. for any actions associated with the takeover of any deals in progress where franchisee was previously working with clients.

Franchisee shall no longer be able to collect any fees associated with the practice of restaurant brokerage and any pending commissions shall be forfeited to We Sell Restaurants, Inc. Thus, franchisee shall also:

- Notify all landlords, clients, referral partners, etc. with payables pending for change of record regarding any pending fees.

At the time of non-renewal, the franchisee shall be subject to the same requirements within the 14-day window prior to the non-renewal of the franchise.

- Timely comply with winding up all affairs, notice to current clients, duties owed in brokerage matters, and notice to the real estate commission. This shall include but not be limited to:
 - Change status of real estate license to inactive. Remove any reference to We Sell Restaurants from all real estate records including any DBA.
 - In states where a DBA filing is required, take the steps to void that DBA.
 - Notify real estate broker of record of the franchise termination
 - Notify all clients who are in listing agreements that their listings shall immediately transfer to the control of We Sell Restaurants, Inc. as the listing agent.
 - Notify all clients not in listing agreements but in non-exclusive status (landlords) that those matters shall immediately transfer to the control of We Sell Restaurants, Inc.
 - Notify all clients who are in contract status that their listings and all matters associated with the listing shall immediately transfer to We Sell Restaurants, Inc.
 - Remove all references to the We Sell Restaurants brand including but not limited to, postings, hashtags, reels, or any other history on social media accounts.
 - Any other matters related to notification that the corporation and individual are no longer associated with We Sell Restaurants.
- Keep in full force and effect their Errors and Omissions Insurance for a period of six months post termination.
- Indemnify We Sell Restaurants, Inc. for any actions associated with the takeover of any deals in progress where franchisee was previously working with clients.

ITEM 18 PUBLIC FIGURES

We do not currently use any public figure to promote our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

The Table below presents certain historical revenue and related operating results for of all Restaurant Brokerage Businesses that were open and in operation for all of Fiscal Year 2024. As of December 31, 2024, we had a total of 53 franchised Restaurant Brokerage Businesses, 43 of which were open and operating for the full 12 months of fiscal year 2024. Of these 43 Restaurant Brokerage Businesses, all are owned and operated by 29 Franchisees who own and operate a total of 43 outlets. We have excluded the results of 11 outlets who were either new to the system or terminated and did not operate for the full fiscal year. We are reflecting the results of 43 outlets, operated by 29 franchisees, 100% of all franchisees and territories in operation for an entire calendar year.

The following is the financial performance of the 30 reporting franchisees:

Table 1 Gross Revenue By Franchisee - Calendar Year 2024

Gross Revenues Average	Gross Revenues Median	Transactions	Average Gross Commission per Transaction	Median Gross Commission Per Transaction
\$263,253	\$136,413	9	\$28,918	\$21,750

Of Gross Revenues, the highest was \$1,770,096 and the lowest was \$2,000. Of the representative group, 27% attained or surpassed the average Gross Revenues figure.

The following is the financial performance of the 43 reporting territories:

[The rest of this page intentionally left blank.]

Table 2 Gross Revenue By Territory - Calendar Year 2024

Gross Revenues Average	Gross Revenues Median	Transactions	Average Gross Commission per Transaction	Median Gross Commission Per Transaction
\$175,633	\$107,712	6	\$28,622	\$24,348

Of Gross Revenues, the highest was \$543,327 and the lowest was \$2,000. Of the representative group, 41% attained or surpassed the average Gross Revenues figure.

As used herein, “**Gross Revenues**” means the total of all commissions, monthly fees, transaction fees, valuation fees, consulting fees, professional witness fees, leasing fees, and other fees received by the Franchisee (prior to any payments made to Agents) from all sources (including but not limited to referral fees and finder’s fees received from brokers or agents in other brokerage companies) which is derived from the sale, lease, transfer or other disposition (including like-kind exchanges, barter exchanges, or other exchanges of property not involving money) of Restaurants, including any note, obligation, lien or other consideration given to Franchisee in lieu of a commission and insurance claims for lost profits if a claim is paid by the insurer, less commissions and referral fees paid to cooperating or referring brokers in other brokerage companies. Gross Revenues do not include the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any tax is shown separately and in fact paid by the Franchisee to the appropriate governmental authority.

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

Written substantiation for the financial performance representations will be made available to the prospective franchisee upon reasonable request

Other than the financial performance representations set forth above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Eric Gagnon at 6 Meridian Home Lane, Suite 101, Palm Coast, Florida 32137 and (404) 800-6700, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

System-wide Outlet Summary
For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	22	32	+10
	2023	32	44	+12
	2024	44	54	+10
Company-Owned	2022	3	3	0
	2023	3	3	0
	2024	3	3	0
Total Outlets	2022	25	35	+10
	2023	35	47	+12
	2024	47	57	10

Transfers of Outlets from Franchisee to New Owners
For Years 2022 to 2024

State	Year	Number of Transfers
None	2022	0
	2023	0
	2024	3
Totals	2022	0
	2023	0
	2024	3

Status of Franchised Outlets
(Other than the Franchisor) For Years 2022 to 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Alabama	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Arizona	2022	0	2	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	2024	3	1	0	0	0	0	4
Colorado	2022	4	0	0	0	0	0	4
	2023	4	0	0	3	0	0	1
	2024	1	0	0	0	0	0	0
Florida	2022	6	3	0	0	0	0	9
	2023	9	9	0	0	0	0	17
	2024	17	2	0	0	0	0	19

Georgia	2022	1	1	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	2024	3	3	0	0	0	0	6
Indiana	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Kansas	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	0
Michigan	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Minnesota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	0
Missouri	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	0
Nevada	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	0
New York	2022	2	0	2	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
North Carolina	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
Rhode Island	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
South Carolina	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	5	1	0	0	0	0	6
Tennessee	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Texas	2022	2	0	0	0	0	0	2
	2023	2	2	0	0	0	0	3
	2024	4	0	0	0	0	0	4
Virginia	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	0
Wisconsin	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	0
Totals	2022	22	12	2	0	0	0	32
	2023	32	16	1	3	0	0	44
	2024	44	11	1	0	0	0	54

**Status of Company-Owned Outlets
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold To Franchisee	Outlets at End of Year
Florida	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	0
Georgia	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	0
North Carolina	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	0
Total Outlets	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3

**Projected Openings
As of December 31, 2024**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	1	0
Colorado	0	2	0
Georgia	1	2	0
Indiana	0	1	0
Missouri	0	1	0
North Carolina	0	1	0
Texas	0	2	0
Total	1	9	0

The names, addresses and telephone numbers of all current franchisees as of the date of this Disclosure Document are listed in Exhibit C.

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

In some instances, current and former franchisees sign provisions restricting their ability to speak about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

During the last 3 fiscal years, we have not signed confidentiality agreements with any former or current franchisees restricting their ability to speak openly about their experience with us.

As of the date of this Disclosure Document, we do not have any trademark-specific franchisee organization or association.

ITEM 21 FINANCIAL STATEMENTS

Attached to this Disclosure Document, as Exhibit A, are our audited financial statements for the periods ending December 31, 2024, December 31, 2023, and December 31, 2022.

Our fiscal year end is December 31st.

ITEM 22 CONTRACTS

Attached are the following agreements proposed for use in connection with our offering of franchises:

- Exhibit B. Franchise Agreement
- Exhibit F. General Release
- Exhibit G. State Law Addenda
- Exhibit H. Franchisee Acknowledgement Statement

ITEM 23 RECEIPTS

The last page of this Disclosure Document, **Exhibit J**, is a detachable Receipt to be signed by you, dated, and delivered to us. A copy of the Receipt for your records is also included in **Exhibit J**.



EXHIBIT A

WSR FRANCHISE, LLC

FINANCIAL STATEMENTS

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



EXHIBIT B

WSR FRANCHISE, LLC

FRANCHISE AGREEMENT



EXHIBIT C

WSR FRANCHISE, LLC

FRANCHISED OUTLETS AS OF 12/31/2024

EXHIBIT C

LIST OF FRANCHISEES AS OF 12/31/2024

ALABAMA

Jim Brocious
7 Sabine Drive
Pensacola Beach, FL 32561
(850) 982-0323

Ken Eisenband (owns 2 franchises)
9858 Glades Road, Suite D-3, #106
Boca Raton, Florida 33434
(561) 350-3365

Jim Brocious
7 Sabine Drive
Pensacola Beach, FL 32561

ARIZONA

Mike Smith
2925 East Riggs Rd Suite 8-242
Chandler, AZ 85249
(480) 586-6918

April Greenwood
346 19th Street
Atlantic Beach, FL 32034

Brittney Gates
19 Sand Wedge Ln.
Bunnell, FL 32110

Doreen Gorman
4108 E. Desert Forest Trail
Cave Creek, AZ 85331
(909) 578-7524

Tarun Gajwani
1030 SW 113th Ave,
Pembroke Pines, FL, 33025

Tim Martin
7865 West Bell Road #1047
Peoria, AZ 85382
(623) 692 - 4486

Jose Torres
1305 San Ignacion Ave.
Coral Gables, FL 33146
(786) 890-4170

COLORADO

Jeff Marcus
1437 N. Denver Ave., #228
Loveland, CO 80538
(970) 373-8205

David Whitcomb
2217 Royal Lane
Naples, FL 34112
(239) 300-5041

Austin Luke
1405 Kingsley Ave.
Orange Park, FL 32073
(904) 310-4332

FLORIDA

Don Mason
2840 West Bay Dr #128
Belleair Bluffs, FL 33770
727-470-8423

Debra Sawyer (owns 3 franchises)
8390 Tavistock Lakes Blvd.
(407) 450-2548

Michael & Abby Spizzirri

5406 Aloha Dr.
St. Pete Beach, FL 33706

Chris Holmes
2910 Kerry Forrest Pkwy.
Ste. D4-110
Tallahassee, FL 32309

Miriam Ferioli
614 Hwy 50
Box 419
Clermont, FL 34711

Ted Tallman
9562 Camp Dr.
Lake Worth, FL 33467
(561) 714 - 7260

GEORIGIA

Jeff & Kim Heidt (owns 2 franchises)
124 Lakestone Pkwy.
Woodstock, GA 30188
(770) 366-4063

Chris Holmes
2910 Kerry Forrest Pkwy.
Ste. D4-110
Tallahassee, FL 32309

Nick Pourhassan
1932 Briar Pond Way
Marietta, GA 30066
(334) 657-6827

Paul Rogers
604 Laurel Bend
Canton, GA 30114
(770) 876-2958

Robert Klaus
80 Moreland Heights Dr.
Hartwell, GA 30643
(770) 883 – 0960

INDIANA

Ernie and Lori Kurtock
176 W Logan Street #300
Noblesville, IN 46060
(317) 903 – 9146

KANSAS

Tony Miceli
705 B SE Melody Lane #187
Lee's Summit, MO 64063
(816) 810-1400

MICHIGAN

Gary and Mike Elle
57234 Suffield Dr.
Washington, MI 48094
(586) 219-5867

MINNESOTA

Scott Ruby
181840 Zane Street, #332
Elk River, Minnesota 55330
(612) 352-8718

MISSOURI

Tony Miceli
705 B SE Melody Lane #187
Lee's Summit, MO 64063
(816) 810-1400

NORTH CAROLINA

Justin Scotto (owns 3 franchises)
531 Brentwood Road Suite 234
Denver, NC 28037
(704) 609-4460

Paul Peterson
1181 Gloriosa St.
Apex, NC 27523
(984) 884-7522

Stan Blair
6080 S. Hulen Street
STE 360, PMB 182
Fort Worth, TX 76132
(303) 905-0179

RHODE ISLAND

Damian Santoro
1800 Mendon Rd Suite E334
Cumberland. RI 02864
(401) 777-7355

Bill Krassner/Mike McCown (owns 2 franchises)
15806 Belmar Heights Dr.
Cypress, TX 77429
(512) 577 - 0075

SOUTH CAROLINA

Emily Benedict
3 Gamecock Avenue, Unit 308
Charleston, SC 29407
(843) 633-6433

VIRGINIA

Don Williams
4026 Wards Road Unit G1, #216
Lynchburg, VA 24502
(540) 425-1958

Justin Scotto (owns 3 franchises)
531 Brentwood Road Suite 234
Denver, NC 28037
(704) 609-4460
Mark Dame
646 Rycola Cir.
Surfside Beach, SC 29575
(518) 572-7434

WISCONSIN

Travis Kuehl
533 Bascom Hill Dr.
Baraboo, WI 59313
(608) 459-0208

TENNESSEE

Taylor Clemmer (owns 2 franchises)
7113 Charlotte Pike, Apt. 129
Nashville, TN 37209
(228) 219 - 2518

TEXAS

David Duce
4610 Cedar Point Drive
Austin, Texas 78723
(512) 773-5272

FRANCHISE AGREEMENTS SIGNED BUT OUTLETS NOT OPEN AS OF 12/13/2024

INDIANA

Eric and Bobbi Erwin
18938 Edwards Grove Drive
Noblesville, IN 46062
(317) 447-5749

LIST OF FORMER FRANCHISEES AS OF 12/31/2024

NEW YORK

Mike Kelly
P.O. Box 1167
Smithtown, NY 11787

John Jordan
10940 S. Parker Road, #742
Parker, Colorado 80134
(720) 427-5822



EXHIBIT D

WSR FRANCHISE, LLC

LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT D

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, State Capitol, 14 th Floor, Department 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin



EXHIBIT E

WSR FRANCHISE, LLC

OPERATIONS MANUAL TABLE OF CONTENTS



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<i>SECTION 3: OPERATING A WE SELL RESTAURANTS BUSINESS</i>
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5.1 Marketing the Franchise 5.2 Marketing to the Client-Client Service Standards 5.3 PR and Media Communications 5.4 Local/Community Relations 5.5 Advertising
<i>SECTION 6: PERSONNEL</i>
6.1 Suggested Personnel Policy Statement

Appendix: Tools and Forms



EXHIBIT F

WSR FRANCHISE, LLC

GENERAL RELEASE

EXHIBIT F

GENERAL RELEASE

This release (the "Release") is given this day of _____ by _____, — a(n) _____, with its principal place of business located at _____ ("Franchisee") and _____'s principals _____, an individual residing at _____ and ("Principal(s)").

Franchisee and Principal(s), on behalf of themselves and their respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all other persons acting on their behalf or claiming under them (collectively, the "Franchisee Releasors"), hereby release, discharge and hold harmless WSR Franchise, LLC ("Franchisor") and Franchisor's parents, subsidiaries, affiliates, officers, directors, members, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Franchisor Releasees") from any suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected arising under, relating to, or in connection with the Franchise Agreement dated _____ between Franchisee and Franchisor and any related agreements and the relationship created thereby, or the Franchised Business operated under the Franchise Agreement, or any claims or representations made relative to the sale of the franchise to operate such Franchised Business or under any federal or state franchise or unfair or deceptive trade practice laws, which any of the Franchisee Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Franchisee Released Claims").

FRANCHISEE AND PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT. The Franchisee Releasors also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Franchisor Releasees with respect to any Franchisee Released Claim, and Franchisee and Principal(s) shall defend, indemnify and hold harmless each of Franchisor Releasees against same.

Release given this day of _____ by:

FRANCHISEE:

PRINCIPAL:

By: _____

(Print Name)

(Print Name, Title)



EXHIBIT G

WSR FRANCHISE, LLC

**STATE ADDENDA TO
FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT**

EXHIBIT G

STATE ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

ILLINOIS

Illinois law governs the Franchise Agreement(s). In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in

Your rights upon Termination and Non-Renewal are set a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth in sections 19 and the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with the compensation requirements.

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

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

Item 21(1) is amended to provide that litigation between you and the Company may be instituted in any court of competent jurisdiction located in the State of Illinois.

Any provision in the franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void.

INDIANA

Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise, unless there is a material violation of the Franchise Agreement and termination is not in bad faith. Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Trade Practices Law, I.C. 23-2-2.5.

The post-term covenants against competition in the Franchise Agreement may not be enforceable under Indiana law.

Item 8 of the Disclosure Document is amended to provide that we will promptly account for and transmit to franchisees in Indiana any revenues or other benefit received as a result of any required purchases from approved suppliers by Indiana franchisees. We may, however, obtain a rebate, or other benefits, as compensation for services rendered by us, which may include without limitation, efforts in negotiating, establishing and maintaining group purchasing and supplier arrangements.

The risk factors on the cover page state that Alabama law governs the franchise agreement. This provision will not apply with respect to any cause of action which otherwise is enforceable in the State of Indiana pursuant to the Indiana Franchise Law and the Indiana Deceptive Franchise Practices Act.

To the extent any Item of this Disclosure Document conflicts with Indiana Code 23-2-2.5 and 2.7, such Indiana statutes govern.

Each section above in this addendum will be effective only if (and then to the extent) that the jurisdictional requirements of the Indiana Franchise Law and the Indiana Deceptive Franchise Practices Act are independently met (i.e., by facts and not simply by referencing this addendum).

MARYLAND

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.

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

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

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language to the summary of Provision "h":

Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

3. Exhibit N, "Statement of Franchisee," shall be amended by the addition of the following at the end of Exhibit N:

The representations under this Franchisee Compliance Certification are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this addendum to the disclosure document.

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

MINNESOTA

1. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subds. 3, 4, and 5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.
2. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
3. The franchisor will protect the franchisee's right 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. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
4. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if a bond is required.
6. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.
7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

MICHIGAN

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

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT OR AREA DEVELOPMENT AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT OR AREA DEVELOPMENT AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE

FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

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

* * * *

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

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATION AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
LANSING, MICHIGAN 48913

NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE

DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

after that officer or general partner of the franchisor held this position in the company or partnership.

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

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

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

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

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

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

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

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

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

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

RHODE ISLAND

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," for both the Franchise Agreement shall be amended by the addition of the following:

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

This addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the Disclosure

VIRGINIA

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without “reasonable cause”, as defined in the Virginia Retail Franchising Act or the laws of Virginia, or to use undue influence to induce a franchisee to surrender any right given to them under the franchise agreement.

If any ground for default or termination stated in a provision of the franchise agreement does not constitute “reasonable cause”, the provision may not be enforceable.

If any provision of the franchise agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to them under the franchise, the provision may not be enforceable.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135, Wisconsin statutes supersedes any provision of this disclosure document that is inconsistent with that law.

Wisconsin Law [Stat. Section 135.04] may supersede the Franchise Agreement in your relationship with us in the areas of termination and renewal.

Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Wisconsin Fair Dealership Law, Chapter 135, are met independently without reference to this addendum to the disclosure document.

STATE LAW ADDENDA TO FRANCHISE AGREEMENT

The following modifications are to the WSR FRANCHISE, LLC Franchise Agreement supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, 20__.

ILLINOIS

~~In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached WSR Franchise, LLC Franchise Agreement (the "Agreement") agree as follows:~~

1. ~~Item 18 of the Agreement, under the heading "Default and Termination," will be amended by the addition of the following new paragraph, which will be considered an integral part of the Agreement:~~

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

2. ~~Item 21(1) of the Agreement, under the heading "Miscellaneous," is deleted in its entirety and the following new paragraph substituted in lieu thereof:~~

~~(9) Except if governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other applicable federal law, this Agreement is interpreted under the laws of the State of Illinois, and any dispute between the parties is governed by and determined in accordance with the substantive laws of the State of Illinois, which laws will prevail in the event of any conflict of law. The Franchisee and the Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum to promote stability in their relationship. You and your owners agree that Section 4 of the Illinois Franchise Disclosure Act provides that, any provision in the franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, the franchise agreement may provide for arbitration in a venue outside of Illinois.~~

3. ~~Section 17 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following paragraph, which shall be considered an integral part of the Agreement:~~

~~4. a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.~~

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with the compensation requirements.

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

(See the last page of this Attachment H for your required signature)

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

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing state law addendum, supersedes any inconsistent portion of the Franchise Agreement dated the day of _____, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this day of _____.

FRANCHISOR: _____ FRANCHISEE: _____
WSR FRANCHISE, LLC _____

By: _____ By: _____
Title: _____ Title: _____

INDIANA

Pursuant to Indiana Code 23-2-2.7-1, it is unlawful for any franchise agreement entered into between any franchisor and a franchisee who is either a resident of Indiana or a nonresident who will be operating a franchise in Indiana to contain any of the following provisions:

Section (1): Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

Section (4): Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

Section (5): Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed

by this chapter or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subdivision does not apply to arbitration before an independent arbitrator.

Section (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 subdivision includes any material violation of the franchise agreement.

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

Pursuant to Indiana Code 23-2-2.7-2, it is unlawful for any franchise agreement entered into between any franchisor and a franchisee who is either a resident of Indiana or a nonresident who will be operating a franchise in Indiana to contain any of the following provisions:

Section (3): Denying the surviving spouse, heirs, or estate of a deceased franchisee the opportunity to participate in the ownership of the franchise under a valid franchise agreement for a reasonable time after the death of the franchisee, provided that the surviving spouse, heirs, or estate maintains all standards and obligations of the franchise.

Section (6): Obtaining money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

MARYLAND

Notwithstanding anything to the contrary stated in the Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Maryland:

1. Section 16(7), under the heading "Assignment," is amended by adding the following language at the end of the section:

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

2. Section 21(1) of the Agreement, under the heading "Miscellaneous," is amended by the addition of the following:

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

3. Article 22 of the Agreement, under the heading "Acknowledgments," shall be amended by the following:

The foregoing acknowledgments are not intended to, nor shall they, act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

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

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

6. 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.

NEW YORK

Notwithstanding anything to the contrary stated in the Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of New York:

1. Article 1(13) of the Franchise Agreement is revised to add the following:
“The Operations Manual, and any additions, deletions or revisions thereto, will not alter Franchisee’s right and obligations hereunder nor unreasonably increase Franchisee’s obligations or place an excessive economic burden on Franchisee’s operations.”
2. Articles 4(4)1 and 16(7)3 of the Franchise Agreement are amended to add the following language immediately following the requirement that Franchisee sign a General Release:

“Provided, however, that all rights Franchisee enjoys and any causes of action arising in Franchisee’s favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Section 687.4 and 687.5 be satisfied.”
3. Nothing in the Franchise Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached WSR Franchise, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 17 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following:

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

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

VIRGINIA

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without "reasonable cause", as defined in the Virginia Retail Franchising Act or the laws of Virginia, or to use undue influence to induce a franchisee to surrender any right given to them under the franchise agreement.

If any ground for default or termination stated in a provision of the franchise agreement does not constitute "reasonable cause", the provision may not be enforceable.

If any provision of the franchise agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to them under the franchise, the provision may not be enforceable.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135, Wisconsin statutes supersedes any provision of this disclosure document that is inconsistent with that law.

Wisconsin Law [Stat. Section 135.04] may supersede the Franchise Agreement in your relationship with us in the areas of termination and renewal.

Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Wisconsin Fair Dealership Law, Chapter 135, are met independently without reference to this addendum to the disclosure document.

Signatures on following page.

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing state law addendum, supersedes any inconsistent portion of the Franchise Agreement dated the day of _____, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this day of _____.

FRANCHISOR:
WSR FRANCHISE, LLC

FRANCHISEE:

By: _____
Title: _____

By: _____
Title: _____



EXHIBIT H

WSF FRANCHISE, LLC

**FRANCHISEE ACKNOWLEDGEMENT
STATEMENT**

***Do not sign this Acknowledgment Statement if you are a resident of Maryland or the business is to be operated in Maryland.**

***NOT FOR USE IN MARYLAND**

WE SELL RESTAURANTS ACKNOWLEDGEMENT STATEMENT

Acknowledgement of the truthfulness of the statements below are an inducement for the Franchisor to enter into a Franchise Agreement. Notify Franchisor immediately, prior to acknowledgment, if any statement below is incomplete or incorrect.

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.

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational, and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations, and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are

made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation, or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

Initial

7. Franchisee acknowledges that it has received the WSR Franchise, LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants, and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not

warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE WSR FRANCHISE, LLC, WSR HOLDINGS, LLC, WE SELL RESTAURANTS, INC., AND ANY OF THE ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE.

Initial

FRANCHISEE:

PRINCIPAL:

By: _____

(Print Name)

(Print Name, Title)

Date: _____

Date: _____

PRINCIPAL:

(Print Name)

Date: _____



EXHIBIT I

WSR FRANCHISE, LLC

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

<u>STATE</u>	<u>EFFECTIVE DATE</u>
Illinois	PENDING
Indiana	PENDING
Maryland	PENDING
New York	PENDING
Rhode Island	PENDING
Virginia	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 J

WSR FRANCHISE, LLC

RECEIPTS

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If WSR Franchise, 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 you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If WSR Franchise, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit D.

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

Eric Gagnon 6 Meridian Home Lane, Suite 101, Palm Coast, Florida 32137 404-800-6700		
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Issuance Date: April 29, 2025

I received a Disclosure Document dated _____, that included the following Exhibits:

- Exhibit A: Financial Statements
- Exhibit B: Franchise Agreement
- Exhibit C: Franchised Outlets
- Exhibit D: List of State Agencies and Agents for Service
- Exhibit E: Operations Manual Table of Contents
- Exhibit F: General Release
- Exhibit G: State Law Addenda
- Exhibit H: Franchisee Acknowledgement Statement
- Exhibit I: State Effective Dates
- Exhibit J: Receipt

Date Received: _____ DATE: _____
(If other than date signed)

Print Name: _____

Print Address: _____

City, State: _____

(Signature of recipient)

Please return signed receipt to WSR Franchise, LLC
6 Meridian Home Lane, Suite 101
Palm Coast, Florida 32137

RECEIPT

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Date Received: _____ DATE: _____
(If other than date signed)

Print Name: _____

Print Address: _____

City, State: _____

(Signature of recipient)

KEEP FOR YOUR RECORDS