

- (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**

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.**

<b>Provision</b>	<b>Section in franchise or other agreement</b>	<b>Summary</b>
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
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.

Provision	Section in franchise or other agreement	Summary
		records and data that were generated as a WE SELL RESTAURANTS® franchisee. Notification to your real estate broker to immediately assign all listings to We Sell Restaurants, Inc.
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 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. <u>Subject to applicable state law.</u>
r. Noncompetition covenants after the franchise is terminated or expires	Section 15.3	No involvement in any Competitive Business for two years. <u>Subject to applicable state law.</u>
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.

Provision	Section in franchise or other agreement	Summary
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 all Restaurant Brokerage Businesses that were open and in operation for all of Fiscal Year 2025. As of December 31, 2025, we had a total of ~~60~~51 franchised Restaurant Brokerage Businesses, 51 of which were open and operating for the full 12 months of fiscal year 2025. Of these ~~51~~51 Restaurant Brokerage Businesses, all are owned and operated by ~~35~~35 Franchisees who own and operate a total of ~~51~~51 outlets. We have excluded the results of 9 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 51 outlets, operated by 35 franchisees, 100% of all franchisees and territories in operation for an entire calendar year.

The following is the financial performance of the 35 reporting franchisees:

**Table 1 Gross Revenue By Franchisee - Calendar Year 2025**

Gross Revenues	Gross Revenues	Transactions	Average Gross Commission per	Median Gross Commission
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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.
8. **THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT**

**FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

### **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

**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**

Illinois law governs the Agreements. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in 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, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement 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:  
WSR FRANCHISE, LLC

FRANCHISEE:  
\_\_\_\_\_

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

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