

FRANCHISE DISCLOSURE DOCUMENT

Project LeanNation.

Eat Clean. Live Lean.

Project Lean Nation Franchising, Inc.

14 Franklin Street, Suite 1403, Rochester, New York 14604

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Project Lean Nation Franchising, Inc. offers franchises for the operation of a Project LeanNation business that is the establishment, development and operation of facilities offering innovative healthy prepared meals that focus on the principles of advanced nutrition available for retail and subscription and business methods. The total investment necessary to begin operation of a single Project LeanNation franchise is \$260,150 - \$396,650. This includes \$88,000 - \$92,500 that must be paid to the franchisor or affiliate.

If you have been granted the right to open multiple franchises and entered into an Area Development Agreement with the Franchisor then the total investment necessary to begin operation of your Project LeanNation franchise is \$335,150 - \$686,650 per location. This includes ~~\$162,630~~ (\$35,000 because you have signed an Area Development Agreement for 10 or more locations) - \$77,500 - \$383,500 (if the Franchise Fee is \$45,000 because you have signed an Area Development Agreement for 3-5 locations) per location that must be paid to franchisor or affiliate. The minimum number of locations required to be opened under an Area Development Agreement is 3 locations.

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 government 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 the franchisor at 14 Franklin Street, Suite 1403, Rochester, New York 14604 or by phone at (585) 705-8887.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in New York. Out-of-State mediation, arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in New York than your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty, advertising fund, or 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. **Financial Condition.** The Franchisor's financial condition, as reflected in its financial statements (see item 21), calls into question the Franchisor's financial ability to provide services and support to you.
4. **Short Operating History.** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
5. **Sales Performance Required.** 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.
6. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor of they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
7. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

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

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EXHIBIT “A”	State Agencies and Administrators
EXHIBIT “B”	Franchisor’s Agent for Service of Process
EXHIBIT “C”	Franchise Agreement
EXHIBIT “D”	Table of Contents to Manual
EXHIBIT “E”	List of Franchisees
EXHIBIT “F”	Financial Statements
EXHIBIT “G”	State Specific Addenda
EXHIBIT “H”	Franchisee Organizations
EXHIBIT “I”	Request for Consideration
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EXHIBIT “K”	State Effective Dates
<u>EXHIBIT “L”</u>	Receipts

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise to be delivered together with the Franchise Disclosure Document.

Brandon Hudson: Director of Growth Technology

Brandon Hudson has served as the Director of Growth Technology from January 2022 until present. From February 2021 to February 2023 Brandon was an Engineering Lead, for GrowthCloud at Emerging 1, Inc. D/B/A Emerge, and from March 2020 to February 2021 he was Head of Product at CurAegis Technologies.

Pete Eodice: Marketing Coordinator

Pete Eodice has served as the Marketing Coordinator from December 2023 until present. Prior to working at Project LeanNation Pete worked as a marketing coordinator for Tango Charlie Apparel from 2020 to 2023.

Matthew Noto: Director of Finance & Compliance

Matthew Noto has been the Director of Finance and Compliance from January 2022 until present. Prior to working at Project LeanNation Matt worked at Project LeanNation Rochester, Inc as a key lead from August 2021 to August 2023. Prior to that Matthew worked at Bryant Accounting Services as a CPA from May 2019 until August 2021.

Jake Torcello: Director of Product Innovation

Jake Torcello has been the Director of Product Innovation from October 2020 until present. Jake is also an owner of one of our approved suppliers Lean Life Manufacturing, Inc.

Keri Waydelis: Opening Specialist

Keri Waydelis has been our Opening Specialist from September 2024 until present. Prior to working at Project LeanNation she was the general manager of the restaurant Bitter Honey [in Rochester, New York](#) from February 2021 until September 2024. She was also a manager of the pub Ziggy's [in Rochester, New York](#) from November 2022 until Present.

~~Franchise Broker – Limitless Franchise Growth, LLC~~

~~Limitless Franchise Growth, LLC is an Arizona limited liability company that started providing franchise broker and consulting services to Franchisor in December 2024. Limitless provides sales, promotional, marketing and advertising services to franchisor.~~

~~Neither the Franchisor, nor any person or franchise broker disclosed in this Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.~~

ITEM 3. LITIGATION

Commonwealth of Virginia, ex rel. State [CorporateCorporation](#) Commission v. Project Lean Nation Franchising, Inc. Case No. SEC-2025-00025. The [CorporateCorporation](#) Commission alleged that Franchisor sold a franchise location within the state of Virginia prior to the completion of the Virginia franchise registration and failed to provide the franchisee with a cleared franchise disclosure document in conjunction with the sale of such franchise location. [A Franchisor paid a \\$5,000 penalty and \\$1,000 in fees, and a final settlement order was entered into between the parties and filed on September 26, 2025 in which](#)

Computer System/POS	\$1,300	As arranged with supplier	As per terms of purchase	Approved Supplier
Initial Inventory, supplies, packaging, uniforms and corporate identity materials (See Note 9)	\$500- \$1,000	Lump Sum	As per terms of invoice	Us and/or Approved Supplier
Initial inventory of products for resale (see Note 10)	\$10,000-\$14,000	Lump sum	As per terms of invoice	Us and/or Approved Supplier
SBA fees and other financing costs (See note 11)	\$0 - \$10,000	Lump sum	As per terms of Agreement	Bank or financing source
Additional Operating funds/Working Capital – 3 months (See Note 14)	\$25,000 - \$35,000	Lump sums	As needed	Various
Professional Fees	\$6,000-\$15,000	As Arranged	Prior to Opening and Ongoing	Your Accountants, Lawyers, Real Estate Broker, Architect
Pre-Opening Marketing	\$17,500	As Arranged	As Incurred	Approved Supplier
Business Licenses/Permits	\$500-\$2,000	As Required	As Incurred	Required Agencies
Technology Fee which includes licensing PLN Storefront and Square POS	\$350 per month <u>(beginning 12 weeks prior to store opening)</u>	As Arranged	Due on the 1st of the month by Electronic Funds Transfer for the preceding month. Will begin on the 1 st of the month prior to the community activation phase in prelaunch.	Us
Insurance (See Note 12)	\$3,000 - \$5,000	As Arranged	As Incurred	Insurance Providers
Total Estimated Initial Investment (See Notes)	\$260,150- \$396,650			

ESTIMATED INITIAL INVESTMENT PER LOCATION UNDER FRANCHISE DEVELOPMENT AGREEMENT:

Item Description	Estimated Cost	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee under Area Development Agreement (see Note 1)	\$135,000 - \$350,000 (\$45,000 per Location if you agree to open and operate between three and five Locations; \$40,000 per Location if you agree to open and operate between six and nine Locations; and \$35,000 per	Lump Sum	Upon signing the Franchise Agreement	Us

	Location if you agree to open and operate 10 or more Locations.)			
Real Estate Rent – 1 ST Month	\$3,000 - \$6,500 (See Note 2)	As arranged	As arranged	Landlord
Security Deposit(s) (See Note 4)	\$0 - \$6,500	As arranged	As arranged	Landlord, utilities, govt. agencies
Leasehold Improvements (gross net amount) (See Note 3)	\$60,000-\$125,000	As Arranged	Prior to Opening	Landlord, Contractors
Site Development Fee (See Note 13)	\$17,500	As Arranged	Upon signing the Franchise Agreement	Us
Furnishings, Fixtures, and Decorating (See Note 5)	\$2,500 - \$6,000	As Arranged	Prior to Opening	Suppliers
Signage (See Note 6)	\$5,000- \$10,000	As Arranged	Prior to Opening	Suppliers
Training Expenses (See Note 7)	\$1,000 - \$2,000	As arranged	As Arranged	Hotel, Restaurant Airlines (Service Providers)
Equipment and supplies acquired locally (See Note 8)	\$47,000- \$62,000	As arranged with supplier	As per terms of purchase	Approved Supplier
Computer System/POS	\$1,300	As arranged with supplier	As per terms of purchase	Approved Supplier
Initial Inventory, supplies, packaging, uniforms and corporate identity materials (See Note 9)	\$500- \$1,000	Lump Sum	As per terms of invoice	Approved Supplier
Initial inventory of products for resale (see Note 10)	\$10,000-\$14,000	Lump sum	As per terms of invoice	Approved Supplier
SBA fees and other financing costs (See note 11)	\$0 - \$10,000	Lump sum	As per terms of Agreement	Bank or financing source
Additional Operating funds/Working Capital – 3 months (See Note 14)	\$25,000-\$35,000	Lump sums	As needed	Various
Professional Fees	\$6,000-\$15,000	As Arranged	Prior to Opening and Ongoing	Your Accountants, Lawyers, Real Estate Broker, Architect
Pre-Opening Marketing	\$17,500	As Arranged	As Incurred	Approved Supplier
Business Licenses/Permits	\$500-\$2,000	As Required	As Incurred	Required Agencies
Insurance (See Note 12)	\$3,000 - \$5,000	As Arranged	As Incurred	Insurance Providers

Technology Fee which includes licensing PLN Storefront and Square POS	\$350 per month (<u>beginning 12 weeks prior to store opening</u>)	As Arranged	Due on the 1st of the month by Electronic Funds Transfer for the preceding month. Will begin on the 1 st of the month prior to the community activation phase in prelaunch.	Us
Total Estimated Initial Investment (See Notes)	\$335,150- \$686,650			

The following Notes Accompany Item 7 Disclosures

All payments in Item 7 are non-refundable, except as we note below or if you arrange otherwise with a third party in writing.

NOTE 1. Initial Franchise Fee. The initial franchise fee for a single location is \$60,000 and includes the loan of our Operations Manual(s) and initial training for you and one additional individual having responsibility for the day-to-day operations of your Franchised Business. See Item 5 of this Disclosure Document for additional information about the Initial Training Program. Except as otherwise expressly stated, the Initial Franchise Fee is not refundable under any circumstances.

Initial Franchise Fee for Additional Locations under the Area Development Program. If you are acquiring franchise rights as part of our Area Development Program, the total initial franchise fee will depend on the number of Locations you commit to develop and open within the Development Area, and is calculated as follows: (i) \$45,000 per Location if you agree to open and operate between three and five Locations; (ii) \$40,000 per Location if you agree to open and operate between six and nine Locations; and (iii) \$35,000 per Location if you agree to open and operate 10 or more Locations. The minimum number of required Locations under an Area Development Agreement is 3 Locations.

Other Initial Fees. Under the Franchise Agreement, we will provide you with assistance in opening the stores and training your employees. Although we do not intend to charge for this assistance, we reserve the right to charge you for extraordinary travel and living expenses incurred by our employees providing this assistance. In the event you request additional opening assistance or training, and we agree to provide you with such assistance, you may be required to reimburse us for all costs and expenses we incur in connection with providing you this additional assistance, including, without limitation, wages, overhead and travel and living expenses of our employees providing the assistance. Any charges you incur in these circumstances will be in addition to the Initial Franchise Fee and development fee.

NOTE 2. Real Estate Rent. These figures presume that you will be leasing the store premises and only represent rent for one month. We are unable to estimate the total cost purchasing suitable premises for your store or the amount of any down payment that would be required. Rent will vary depending upon the size, the premises, the site condition, its location, demand for the site, build-out requirements and construction or other allowances from the landlord, and the requirements of individual landlords. These figures are based upon our experience in our current open markets. These figures may vary considerably in other parts of the United States. Regardless of whether you lease or purchase a store premises, a typical Project LeanNation facility occupies approximately 1,000 to 1,600 square feet of space. A Project LeanNation store may be either a freestanding building or an in-line retail plaza space, but in any event, the store requires

The additional funds category is not the only source of cash, but is in addition to the cash flow from operations. You should allow for all of these fees and expenses when you make your own calculations of the additional funds that you will need as working capital.

The additional funds category does not include any allowance for payments made to a bank or financing company on any loan that you may obtain to finance the cost of purchasing the Franchise or other developmental related costs. As we disclose in Item 10, we do not offer direct or indirect financing for initial investment expenses.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure a uniform image and uniform quality of products and services throughout the Project LeanNation System, you must purchase all products, supplies, services, equipment, furnishings, merchandise, employee uniforms, goods, fixtures, inventory, food and beverage products, packaging, and other items used, sold, displayed, or distributed in your stores or events or used in your Franchised Business in compliance with our standards and specifications contained in the Operations Manual or otherwise communicated to you by us in writing. We estimate that over 90% of your total purchases and leases (in relation to all purchases and leases to be made by the franchisee) for both (a) establishing the business and (b) operating the business, shall be required to be made from an approved supplier. Currently our approved suppliers are as follows: [Project Lean Nation Franchising, Inc.](#), Lean Life Manufacturing, Inc., Nuts.com, 1st Phorm, Europa Sports, US Foods, Love Grace Foods, BPI Supplements, RISE Services, JL Marketing, and Palmers. A current list of all approved suppliers is available in Storefront, our trusted customer relationship management software. Tim Dougherty the President and Sole Shareholder of Project Lean Nation Franchising, Inc.. also owns an interest in Lean Life Manufacturing, Inc. [which is the only approved supplier for our prepackaged meals.](#) You must also adhere to our standards and specifications for the construction and design of the Location, including the hiring of an approved Real Estate & Construction Project Manager.

Uniformity among the Project LeanNation Franchises ensures consistency in the quality of the products and services that you provide to customers and strengthens customer confidence in the Project LeanNation system, name, and brand. We explain all of these specifications in the Operations Manual(s). We may, at any time, change, delete, add to, modify, or revise any of our standards and specifications, at our discretion, as frequently as we believe necessary through written supplements to the operations manual. These changes, deletions, additions, or modifications, which will be uniform for all Franchisees, may require additional expenditures by you. The Operations Manual or other guidelines issued by us also contain specifications for insurance, fixtures, furnishings, equipment, and supplies and exterior and interior signs. In some cases, we specify the items that you must use, sell or obtain by brand name or model number. You must purchase and install these fixtures furnishings, equipment, decor, and signs as we direct at your own expense.

All sales must be collected by you on the Project LeanNation processing system, specifically Square POS and PLN Storefront.

Appearance and Operations. Your Project LeanNation Location must meet our physical criteria and conform to our design and image requirements. These specifications are in the operations manual and promote visual uniformity of your Franchise business, which strengthens brand-name awareness among consumers. You must ensure that your Franchise business conforms to our store appearance and operating specifications at all times.

continuing or advanced level training instruction. If we conduct an annual convention, we will determine its length and place and the persons who should attend in addition to you. If we conduct an annual convention, we currently expect to hold it at or near our headquarters in Rochester, New York, although we may choose to hold it elsewhere. We will charge you a registration fee to attend the annual meeting, and you must pay the travel expenses (transportation, hotel, meals, etc.) unless these expenses are part of a package deal that we are able to put together. You will also be responsible for salary for yourself and your staff who attend the meeting with you. (See Franchise Agreement, Article 9.6)

7. In addition to our initial training program that we periodically repeat, we will occasionally offer advanced and refresher training at our headquarters or another location designated by us. For these additional training programs, we charge a reasonable per-person training fee. We may increase or decrease our training fees at any time. (See Franchise Agreement, Article 9.5)
8. We will review your requests to use or sell non-proprietary goods and/or services not already approved as long as the request procedure is followed. (See Franchise Agreement, Article 8.2)
9. We or our designee will periodically visit your Franchised Business to inspect your operations, observe and interview your employees and review your books and records (including data stored on your computer systems) in order to verify your compliance with the Franchise Agreement and Operations Manual. (See Franchise Agreement, Article 9.13)
10. We will administer and supervise various customer loyalty, gift certificate, and other customer maintenance programs. (See Franchise Agreement, Article 8.4(n))
11. We will, from time to time, advise you concerning suggested minimum prices to be charged by you. You are under no obligation to accept our suggestion as to minimum price. We may specify from time to time, a maximum price for the goods and services and you must agree to comply with such maximum prices. (See Franchise Agreement, Article 7.6 & 8.6)

Franchisor does not deliver or install any equipment, signs, fixtures, opening inventory or supplies.

Computer hardware and software. You will be required to purchase and install a computerized cash collection and data processing system with a raster or printer required point-of-sale software and internet access through a reputable internet service provider. We estimate the cost of such equipment and software will be \$2,000 - \$3,000. The cost of licensing PLN Storefront and Square POS is included in the monthly Technology Fee. The backbone of our system will be the computer network with your computer needs being as follows:

1. 1 -2 laptops with high speed internet access
2. All-in-one printer/scanner/copier/fax machine
3. Square POS system
4. Apple iPad
5. Square POS System Printer

will be required to comply with any of our payment instructions, including executing any forms that grant us the right to debit your account on a monthly basis for payment of royalty and advertising fees and other fees to be paid to us under the Franchise Agreement. (See Franchise Agreement, Article 6.7)

Training Program

Prior to the opening of your Project LeanNation business to the public, you are required to successfully complete an Initial Training Program. It will be of such duration and at such time and place and with whatever curriculum and such manner of instruction as we designate. Currently the initial training is to be at least five days. It is understood that, if we are requested to train additional employees after the Initial Training Program, the Franchisee may be required to pay reasonable compensation for any services performed by the Franchisor in the course of such training. Compensation for these additional services will be determined by the Franchisor in its sole discretion. It is understood that the Franchisor will pay no compensation for services performed by the Franchisee and any trainees in the course of training. The Franchisee will pay all expenses incurred by the Franchisee and its Trainees in connection with and during such training including but not limited to transportation and lodging.

In addition to any other training provided for in this Agreement, we will, from time to time, furnish you with information, instructions, techniques, data, instructional materials, forms and other products and services related thereto, that may be developed in connection with the operation of a Project LeanNation Franchise. We reserve the right to incorporate such information, techniques, instructions, systems, materials, and advice into our Manual(s), and upon your being advised, you are required to conduct the operations of the Franchised Business in accordance with such systems and techniques specified by the Franchisor.

After the Franchisee has opened the Franchised Business to the public, and at a time to be determined by us at our sole discretion, we will visit your Franchised Business for rendering advice, consultation, and additional training with respect to the Franchised Business, its operation and performance in compliance with the Manual(s). You may reasonably request additional on-site visits from us for the purposes of rendering of additional advice, consultation or training and you agree to reimburse us for the actual time expended and the actual expenses incurred by us for these additional visits.

Below is a description of our Initial Training Program as of the date of this Disclosure Document. Training programs are subject to change. Our procedures and processes may change as well. We will train the Franchisee and up to two individuals having responsibility for the day-to-day operations of the Franchised Business. Initial training consists of 2 portions; the first portion is approximately 37.5 hours and includes both online training and onsite training which will occur at our facility in Rochester, New York or at another facility that we will designate. The second portion is approximately 3 days and will occur as on-site training conducted at the franchisee's location. See item seven of this Franchise Disclosure Document for discussion of costs and expenses associated with the initial training program. (See Franchise Agreement, Article 9.4)

Initial Training Program

Courses	Instructional Materials	Hours	Instructor
Built to Lead – Culture, Coaching, and Consistency at Scale	PLN Academy (Online)	6	PLN Academy & Our Staff's Support
The PLN Standard – Where Culture, Systems, and Mission	PLN Academy (Online)	6	PLN Academy & Our Staff's Support

We have the right to require your other employees who have access to our confidential information to execute a non-competition, non-solicitation and/or nondisclosure agreement and the form(s) prescribed by us from time to time. We have the right to take legal action against you if there has been an unauthorized use of our confidential information or trade secrets by you or one of your employees.

There is currently no litigation pending involving the Copyrighted Materials or confidential information. We do not know of any effective material determinations of the US copyright office or any court regarding any of the Copyrighted Materials or confidential information. There are no agreements in effect that significantly limit our right to use or license the Copyrighted Materials or confidential information.

We do not know of any superior rights or infringing uses that could materially affect your use of our confidential information or Copyrighted Materials.

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

Except in the case of special circumstances to be determined in the sole discretion of the Franchisor, the Franchisee will devote his, her, or its or a designated employee-manager's entire time, labor, skill, efforts, and attention to the honest, diligent, and faithful operation of the Franchised Business. Notwithstanding the foregoing, Franchisee or one of its designated employee-manager shall work in the Franchised Business an aggregate of not less than fifty-five (55) hours per week.

Management of Location

At all times, the Franchised Business and the Location will be under the direct, on-premises supervision of the Franchisee (or, if the Franchisee is a business entity, an equity holder in that entity holding at least a 10% equity interest in the entity) or under the direct, on-premises supervision of a fully-trained employee-manager who has successfully completed the initial training program, and has been approved in writing by the Franchisor.

Subject to applicable laws, the Franchisee will keep the Location open for business and staffed with trained employees during such hours as required by the lease for the Location and such additional hours of business as the Franchisor may require.

The Franchisee will at all times actively promote the products and services offered by the Franchised Business, and will use its best efforts to develop, cultivate, and expand the market for these products and services within the Territory.

We may require each of your owners holding at least a 10% equity interest in you or your Franchise business to personally guarantee your obligations to us under the Franchise Agreement. The guarantees will be in the form of the guarantee agreement attached as Schedule 3 to the Franchise Agreement. A spouse who is not party to the Franchise Agreement and is not directly involved in the Franchise Agreement is not required to sign a guarantee agreement.

Your spouse, and if you are not an individual, your shareholders, members, partners and managers, as applicable, and their spouses, must execute the personal covenants attached to the Franchise Agreement as Schedule 4 the Non-Disclosure Agreement, requiring them to comply with the confidentiality provisions of the Franchise Agreement, refrain from engaging in competing businesses, and refrain from soliciting our employees and employees of other Project LeanNation Franchisees.

FRANCHISE RELATIONSHIP		
Provision	Article in Franchise Agreement	Summary
n. Our right of first refusal to acquire your business	Article 15.5	Franchisor has the right to match any offer for the Franchised Business
o. Our option to purchase your business	Article 19.5	In certain circumstances, Franchisor has the right to purchase your inventory, fixtures, equipment, or other assets at a certain price, a calculation of which is set out in the Franchise Agreement
p. Your death or disability	Article 15.6	Franchise may be transferred to your spouse, adult children, partner (if Franchisee is a partnership), shareholder (if the Franchisee is a corporation), or member (if the Franchisee is a company) if they meet the qualifications. If not, we may choose to purchase your assets and/or terminate your franchise
q. Non-competition covenants during the term of the franchise	Article 9.17	No involvement in a competing or similar business anywhere
r. Non-competition covenants after the franchise is terminated or expires	Article 9.17	No competing for 2 years within the Territory or 50 miles of the Radius of the Location or any other Franchised Business Operated under the System
s. Modification of the agreement	Article 16.1 & Article 16.2	None, except products, services, Operations Manual, Marks, and System are subject to change; may modify the Franchise Agreement if in a writing signed by the Franchisor, Franchisee, and the Guarantors
t. Integration/ merger clause	Article 22.10	Only the terms of the Franchise Agreement and associated Documents are binding (subject to state laws). Other promises may not be enforceable, any representations or promises made outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u. Dispute Resolution by arbitration or mediation and choice of forum	Article 22.8	State of New York. Dispute resolution by arbitration or mediation. (subject to applicable state law).
v. Choice of Law	Article 22.8	State of New York law applies. (subject to applicable state law)

NOTES:

~~(1) These states have statutes which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your Franchise: ARKANSAS [Stat. Section 4-72-201 to 7-72-210, 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, Tit. 6, Ch. 25, Sections 2551-2556], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [ILCS, Ch. 815, Sections 705/1-705/44, 705/49 and 705/20], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1-523H.17], MARYLAND [Stat. Sections 14-201 to 14-233], MICHIGAN [Stat. Section 19-854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51 to 75-24-61], MISSOURI [Stat. Section 407.400 to 407.410 and 407.420], NEBRASKA [Rev. Stat. Section 87-401 to 87-410], NEW JERSEY [Stat. Section 56:10-1 to 56:10-12], RHODE ISLAND [Section 19-28.1-14], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557 to 13.1-574], WASHINGTON [Code Sections 19.100.180, 19.100.190], WISCONSIN [Stat. Section 135.01 to 135.07]]. These and other states may have court decisions that may supersede the provisions of the Franchise Agreement in your relationship with us including the areas of termination, a limitation on the post termination non-competition covenant and renewal of your Franchise. Provisions of your Franchise Agreement giving Project LeanNation the right to~~

~~terminate in the event of your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Sec. 101, et seq.).~~

~~(2)(1)~~ Some states have statutes and court decisions that supersede the provisions of the Franchise Agreement in your relationship with us including a limitation on the post termination non-competition covenant.

~~(3) — Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.~~

~~(4)(2)~~ Article 17.2(g) of the Franchise Agreement, allowing for termination upon filing for bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)

ITEM 18. PUBLIC FIGURES

We do not use any public figures to promote our franchise at this time but reserve the right to do so.

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.

As of September 30, 2025 there were 34 Project LeanNation units operating. 1 franchise is affiliate-owned and 33 are franchised locations. Of these 34 locations, 26 were operating for the full 12-month fiscal period ending September 30, 2024.

Table 1 below represents historical information for the 5 most recently opened franchised locations, Cortland, Chesterfield, Idaho Falls, Des Moines, and Morgantown. These locations are new locations that have been open less than a full 12-month period, this graph shows how a new location ramps-up based on the number of months each location has been open, starting with month one. It includes metrics for gross revenue, active members, weekly boxes fulfilled, weekly net retail, and new/reactivated members per month.

Store	Gross Revenue				
	Month 1	Month 2	Month 3	Month 4	Month 5
Cortland	\$46,039.00	\$74,397.00	\$53,151.00	\$51,356.00	\$58,340.00
Chesterfield	\$32,618.00	\$26,895.00			
Idaho Falls	\$42,045.00	\$54,003.00			
Des Moines	\$35,599.00				
Morgantown					
	Active Members				

marketing fees are also included in this amount.

"EBITDA" (Earnings Before Interest, Taxes, Depreciation, and Amortization) a financial metric that measures a company's profitability by focusing on its core operational performance. It excludes the effects of financing decisions (interest), tax strategies (taxes), and non-cash expenses (depreciation and amortization), providing a clearer picture of operational efficiency.

Note: These financial statements are unaudited and have been prepared for informational purposes only. They do not reflect a certified audit or independent verification of the financial data. ~~While every effort has been made to ensure accuracy, these statements may contain errors or omissions.~~

~~Written substantiation for the above~~ **Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.**

A new franchisee's financial results are likely to differ from the results stated in the financial performance representation ~~will be made available to the prospective franchisee upon reasonable request.~~

Other than the preceding financial performance ~~representations, we do~~ representation, Project Lean Nation Franchising, Inc. does not make any ~~other~~ financial performance representations. 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~~ franchisor's management by contacting Tim Dougherty, 14 Franklin Street, Suite 1403, Rochester, New York 14604, (585) 705-8887, the Federal Trade Commission, and ~~and~~ the appropriate state regulatory agencies.

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

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TABLE 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2023 TO 20242025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
NY	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Totals	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

The only company-owned outlet is in New York.

TABLE 5
PROJECTED OPENINGS AS OF SEPTEMBER 30, 20242025

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
Alabama	0	1	0
Arkansas	0	0	0
Arizona	1	2	0
Delaware	1	1	0
Florida	4	4	0
Georgia	1	1	0
Iowa	0	0	0
Indiana	0	0	0
Kentucky	1	1	0
Massachusetts	1	1	0
Missouri	0	0	0
North Carolina	3	3	0
New Jersey	1	1	0
New York	2	3	0
Ohio	4	4	0
Tennessee	1	1	0
Texas	4	4	0
South Carolina	0	0	0
Virginia	0	0	0
West Virginia	0	0	0
Total	24	27	0

Listings of franchisees and Franchisees can be found in Exhibit “E”. A list of all current Project LeanNation franchisees is attached to this Disclosure Document as Exhibit “E”, including their names and the addresses and telephone numbers of their outlets as of September 30, 2025. In addition, Exhibit “E” lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. 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 and Franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees and Franchisees, but be aware that not all of them will be able to communicate with you.

Exhibit “H” to this Disclosure Document lists, to the extent known, the names, addresses, telephone numbers, e-mail address and Web address of each trademark-specific franchisee organization associated with the franchise system being offered that we have created, sponsored or endorsed. Exhibit “H” to this Disclosure Document lists the independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21. FINANCIAL STATEMENTS

The following financial statements of Project Lean Nation Franchising, Inc., for the periods stated, are included as a part of this Disclosure Document as Exhibit “F”: Audited Financial Statements and report of independent Certified Public Accountants, the years ended September 30, 2025, September 30, 2024, and September 30, 2023, ~~and unaudited Financial Statements of interim periods, if applicable.~~ Our fiscal year ends on September 30th.

ITEM 22. CONTRACTS

Attached to this Disclosure Document (or the Franchise Agreement attached to this Disclosure Document) are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

Exhibits to Disclosure Document

EXHIBIT “A” State Agencies and Administrators
 EXHIBIT “B” Franchisor’s Agent for Service of Process
 EXHIBIT “C” Franchise Agreement
 EXHIBIT “D” Table of Contents to Manual
 EXHIBIT “E” List of Franchisees
 EXHIBIT “F” Financial Statements
 EXHIBIT “G” State Specific Addenda
 EXHIBIT “H” Franchisee Organizations
 EXHIBIT “I” Request for Consideration
 EXHIBIT “J” ~~State Effective Dates~~ General Release
 EXHIBIT “K” State Effective Dates
 EXHIBIT “L” Receipts

Attachments to Franchise Agreement

Schedule 1: Irrevocable Power of Attorney - Telephone
 Schedule 2: Irrevocable Power of Attorney - Lease
 Schedule 3: Form of Guarantee Agreement
 Schedule 4: Non-Disclosure Agreement
 Schedule 5: Territory
 Schedule 6: Area Development Agreement (~~If applicable~~)
 Schedule 7: State Specific Amendment to Franchise Agreement (If applicable)

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise to be delivered together with the Franchise Disclosure Document.

ITEM 23. FRANCHISE SELLERS AND ACKNOWLEDGMENT OF RECEIPTFranchise Sellers

~~Tim Dougherty—President of Project Lean Nation Franchising, Inc.
 Business address: 14 Franklin Street, Suite 1403, Rochester, NY 14604
 Phone number: 585-705-8887~~

Franchise Broker—Limitless Franchise Growth, LLC

~~Limitless Franchise Growth, LLC is an Arizona limited liability company that started providing franchise broker and consulting services to Franchisor in December 2024. Limitless provides sales, promotional, marketing and advertising services to franchisor. The following employees of Limitless Franchise Growth, LLC are franchise sellers offering this franchise.~~

Franchise Broker - Limitless Franchise Growth, LLC

Limitless Franchise Growth, LLC is an Arizona limited liability company that started providing franchise broker and consulting services to Franchisor in December 2024. Limitless provides sales, promotional, marketing and advertising services to franchisor.

Neither the Franchisor, nor any person or franchise broker disclosed in this Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

Name: Lance Freeman

Business address: 1776 N Scottsdale Rd, Box 904, Scottsdale, AZ 85252

Phone number: 949-370-7093

Name: Emily Brown

Business address: 1776 N Scottsdale Rd, Box 904, Scottsdale, AZ 85252

Phone number: 513-225-0418

Name: Amy Lipps

Business address: 1776 N Scottsdale Rd, Box 904, Scottsdale, AZ 85252

Phone number: 605-645-0902

Name: Brittney Lincoln

Business address: 1776 N Scottsdale Rd, Box 904, Scottsdale, AZ 85252

Phone number: 303-378-6785

Name: Justin Lacava

Business address: 1776 N Scottsdale Rd, Box 904, Scottsdale, AZ 85252

Phone number: 513-578-3859

Name: Kristie Iavasile

Business address: 1776 N Scottsdale Rd, Box 904, Scottsdale, AZ 85252

Phone number: 248-939-7972

Exhibit "K" to this Disclosure Document are detachable receipts. You are to sign both, and keep one copy and return the other copy to us.

<p><u>CALIFORNIA</u> Commissioner KC Mohseni Department of Financial Protection and Innovation 320 West 4th Street, #750 Los Angeles, CA 90013 (213) 576-7500 1-866-275-2677</p> <p><u>HAWAII</u> (agent for service of process) Commissioner of Securities Business Registration Division Securities Compliance Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p> <p>(state administrator) Business Registration Division Securities Compliance Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p> <p><u>ILLINOIS</u> Illinois Attorney General Chief, Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465</p> <p><u>INDIANA</u> (for service of process) Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204 (317) 232-6531</p> <p>(state agency) Secretary of State Securities division Room E-018 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681</p>	<p><u>MARYLAND</u> (for service of process) Securities Commissioner Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p> <p>(state agency) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p> <p><u>MICHIGAN</u> Franchise Administrator Consumer Protection Division 670 Law Building Lansing, MI 48913 (517) 373-7117</p> <p><u>MINNESOTA</u> Department of Commerce Director of Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-3165 (651) 539-1638</p> <p><u>NEW YORK</u> (for service of process) Secretary of State New York State Department of Corporations One Commerce Plaza 99 Washington Street Albany, New York 12231 (518) 474-4750</p> <p>(State Administrator) NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222</p> <p><u>NORTH DAKOTA</u> North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 (701) 328-2910</p>	<p><u>RHODE ISLAND</u> Department of Business Regulation 233 Richmond Street, #232 Providence, Rhode Island 02903 (401) 222-3048</p> <p><u>SOUTH DAKOTA</u> Department of Revenue and Regulation 445 East Capitol 124 S Euclid Ave Pierre, South Dakota SD 57501-3185 (605) 773-40133563</p> <p><u>VIRGINIA</u> (for service of process) Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9672</p> <p>(for other matters) State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, Ninth Floor Richmond, VA 23219 (804) 371-9051</p> <p><u>WASHINGTON</u> (for service of process) Director Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760</p> <p>(for other matters) Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760</p> <p><u>WISCONSIN</u> Department of Financial Institutions Division of Securities 345 West Washington Avenue 4th Floor Madison, WI 53703 (608) 266-3364</p>
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EXHIBIT “B”

TO

FRANCHISE DISCLOSURE DOCUMENT

Agent for Service of Process – Project Lean Nation Franchising, Inc.

The registered agent of the Franchisor authorized to receive service of process in the State of New York is the Secretary of State New York State Department of Corporations, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231.

The registered agent of the Franchisor authorized to receive service of process in the State of Virginia is the Clerk of the State Corporation Commission, 1300 East Main Street, Richmond, Virginia 23219.

The registered agent of the Franchisor authorized to receive service of process in the State of Washington is the Director Department of Financial Institutions, Securities Division, 150 Israel Road SW, Tumwater, WA 98501.

The registered agent of the Franchisor authorized to receive service of process in the State of Wisconsin is the Department of Financial Institutions, Division of Securities, 345 West Washington Avenue, 4th Floor Madison, WI 53703.

The registered agent of the Franchisor authorized to receive service of process in the State of California is the Commissioner KC Hohseni, Department of Financial Protection and Innovation, 320 West 4th Street, #750, Los Angeles, CA 90013.

The registered agent of the Franchisor authorized to receive service of process in the State of Illinois is the Illinois Attorney General Chief, Franchise Division, 500 South Second Street, Springfield, IL 62706.

The registered agent of the Franchisor authorized to receive service of process in the State of Indiana is the Secretary of State, 201 State House, 200 West Washington Street, Indianapolis, IN 46204.

The registered agent of the Franchisor authorized to receive service of process in the State of Maryland is the Securities Commissioner, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202-2020.

The registered agent of the Franchisor authorized to receive service of process in the State of Michigan is the Franchise Administrator, Consumer Protection Division, 670 Law Building, Lansing, MI 48913.

The registered agent of the Franchisor authorized to receive service of process in the State of Minnesota is the Department of Commerce, Director of Registration, 85 7th Place East, Suite 280, St. Paul, MN 55101 3165.

The registered agent of the Franchisor authorized to receive service of process in the State of North ~~Dakota is the~~ Dakota is the Insurance & Securities Department, 600 East Boulevard Avenue, Dept. 401, Bismarck, ~~ND~~ ND, North ~~Dakota~~ Dakota 58505.

The registered agent of the Franchisor authorized to receive service of process in the State of Rhode Island is the Department of Business Regulation, 233 Richmond Street, #232, Providence, Rhode Island 02903.

The registered agent of the Franchisor authorized to receive service of process in the State of South Dakota is the Department of Revenue and Regulation, ~~445 East Capitol~~ 124 S Euclid Ave, Pierre, ~~South Dakota~~ SD 57501

- 19.12 Security to the Franchisor
- 19.13 Legal Fees

ARTICLE 20. - GUARANTEE

- 20.1 Guarantee and Indemnity
- 20.2 Waiver of Rights to Proceed
- 20.3 Any Dealings Binding on Guarantor(s)
- 20.4 Settlement Binding on Guarantor(s)
- 20.5 Bankruptcy of the Franchisee
- 20.6 Guarantor's Covenants Binding
- 20.7 Guarantor(s) to be Bound

ARTICLE 21. - STATUS OF PARTIES

- 21.1 Independent Contractor
- 21.2 Holding Out to Public
- 21.3 No Liability
- 21.4 Identification

ARTICLE 22. - GENERAL PROVISIONS

- 22.1 Amendments
- 22.2 Further Assurances
- 22.3 Notice
- 22.4 Written Consent
- 22.5 No Waiver
- 22.6 Uncontrollable Circumstances
- 22.7 Governing Law
- 22.8 Jurisdiction and Venue
- 22.9 Counterparts
- 22.10 Entire Agreement
- 22.11 ~~Disclaimer~~
- ~~22.12 Investigation and Voluntary Agreement~~
- ~~22.13~~ Language Clause
- ~~22.14~~12 Date of Execution

- Schedule 1: Irrevocable Power of Attorney - Telephone
- Schedule 2: Irrevocable Power of Attorney - Lease
- Schedule 3: Form of Guarantee Agreement
- Schedule 4: Non-Disclosure Agreement
- Schedule 5: Territory
- Schedule 6: Area Development Agreement (If applicable)
- Schedule 7: State Specific Amendment to Franchise Agreement (If applicable)

22.8 Jurisdiction and Venue

The parties agree that, subject to the arbitration provisions of this Agreement, any permitted action brought by either party against the other will be brought in the state of New York and will be commenced and continued in the state of New York.

22.9 Counterparts

This Agreement may be signed and delivered in counterparts, each of which will be considered to be an original, and all of which together will constitute one and the same instrument.

22.10 Entire Agreement

THIS AGREEMENT, WHEN FULLY EXECUTED, WILL SUPERSEDE ANY AND ALL PRIOR AND EXISTING AGREEMENTS, UNDERSTANDINGS, NEGOTIATIONS AND DISCUSSIONS, EITHER ORAL OR IN WRITING, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. EXCEPT AS SPECIFICALLY SET OUT IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, PROVISIOES, INDUCEMENTS, COVENANTS OR AGREEMENTS WHETHER DIRECT, INDIRECT, COLLATERAL, EXPRESS OR IMPLIED MADE BY THE FRANCHISOR TO THE FRANCHISEE.

22.11 ~~Disclaimer~~

~~THE FRANCHISEE ACKNOWLEDGES THAT IT HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISED BUSINESS, AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT IS SPECULATIVE AND INVOLVES BUSINESS RISKS AND THAT ITS SUCCESS WILL BE LARGELY DEPENDENT UPON THE ABILITIES OF THE FRANCHISEE. THE FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND THE FRANCHISEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED, ANY REPRESENTATION, WARRANTY, PROMISE, INDUCEMENT OR GUARANTEE, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.~~

~~*this Section 22.11 shall not apply to franchisees in the state of Maryland.~~

22.12 ~~Investigation and Voluntary Agreement~~

~~THE FRANCHISEE ACKNOWLEDGES THAT IT HAS RECEIVED, READ AND UNDERSTOOD THIS AGREEMENT. THE FRANCHISEE ACKNOWLEDGES THAT THE FRANCHISOR HAS PROVIDED THE FRANCHISEE AMPLE TIME AND OPPORTUNITY TO CONSULT WITH ADVISORS OF ITS OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT. THE FRANCHISEE IS ENTERING INTO THIS AGREEMENT VOLUNTARILY, AND WITHOUT THREAT, DURESS OR COMPULSION WHATSOEVER.~~

~~*this Section 22.12 shall not apply to franchisees in the state of Maryland.~~

22.13 Language Clause

The parties to this Agreement acknowledge having required that this Agreement as well as all notices, documents or agreements related to this Agreement be drafted in English. Les parties aux présentes

reconnaissent avoir exigé que la présente convention ainsi que tous avis, documents ou ententes s’y rapportant soient rédigés en anglais.

22.1412 Date of Execution

This Agreement has been signed, sealed and delivered by the parties _____, 20__.

Project Lean Nation Franchising, Inc. (the "Franchisor"):

Tim Dougherty, President

_____ (the "Franchisee"):

Guarantors:

Schedule 1 -- Irrevocable Power of Attorney - Telephone

Appointment

The undersigned hereby irrevocably nominates, constitutes and appoints Project Lean Nation Franchising, Inc., a New York corporation with its principal office at 14 Franklin Street, Suite 1403, Rochester, New York 14604 (“Project LeanNation”), its true and lawful Attorney in its name, place and stead, and for the sole use and benefit of Project LeanNation, in connection with any and all telephone numbers or telephone directory advertisement or listings containing or using the name "Project LeanNation" or any other trade-names or trade-marks now or in the future used or owned by Project LeanNation;

Scope of Powers

For all and every of the purposes set out above, the undersigned grants and gives to Project LeanNation as our Attorney full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done, and also to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient as fully and effectually to all intents and purposes as we could do if personally present and acting therein, and also with full power and authority to Project LeanNation as our Attorney to appoint a substitute or substitutes and such substitution at pleasure to be revoked. We hereby ratify, confirm and agree to ratify and confirm and allow all and whatsoever our said Attorney or said substitute or substitutes will lawfully do or cause to be done in respect of the aforesaid purposes.

Date of Execution

This irrevocable Power of Attorney has been executed on the date set forth below.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its equity owners acknowledges that it has read and understands the contents of this Schedule, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Schedule and be bound by it. The parties have duly executed and delivered this Power of Attorney on _____, 20__.

PROJECT LEAN NATION FRANCHISING, INC. : FRANCHISEE :

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE 2: IRREVOCABLE POWER OF ATTORNEY – LEASE

Appointment

The undersigned hereby irrevocably nominates, constitutes and appoints Project Lean Nation Franchising, Inc., a New York corporation with its principal office at 14 Franklin Street, Suite 1403, Rochester, New York 14604 (“Project LeanNation”), its true and lawful Attorney in its name, place and stead, and for the sole use and benefit of Project LeanNation, in connection with any and all leases, subleases, or assignments of real property for a franchised Project LeanNation Location (the "Franchised Business");

Scope of Powers

For all and every of the purposes set out above, the undersigned grants and gives to Project LeanNation as our Attorney full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done, and also to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient as fully and effectually to all intents and purposes as we could do if personally present and acting therein, and also with full power and authority to Project LeanNation as our Attorney to appoint a substitute or substitutes and such substitution at pleasure to be revoked. We hereby ratify, confirm and agree to ratify and confirm and allow all and whatsoever our said Attorney or said substitute or substitutes will lawfully do or cause to be done in respect of the aforesaid purposes.

Date of Execution

This irrevocable Power of Attorney has been executed on the date set forth below.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its equity owners acknowledges that it has read and understands the contents of this Schedule, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Schedule and be bound by it. The parties have duly executed and delivered this Power of Attorney on _____, 20__.

PROJECT LEAN NATION FRANCHISING, INC. : FRANCHISEE :

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE 3: GUARANTEE AGREEMENT

PERSONAL GUARANTY

For value received, the undersigned do hereby jointly and severally (if more than one undersigned) and unconditionally guaranty unto Project Lean Nation Franchising, Inc., a New York corporation with its principal office at 14 Franklin Street, Suite 1403, Rochester, New York 14604, and its successors and assigns (the “Franchisor”) the full payment and performance of _____, a(n) _____ (the “Franchisee”) under the terms and covenants of that certain Franchise Agreement between Franchisor and Franchisee, dated _____, 20__ (the “Agreement”) including, without limitation, interest and all other sums due thereunder and attorneys’ fees and costs incurred in the enforcement of the Agreement or this Personal Guaranty.

The obligations of the undersigned pursuant to this Personal Guaranty are joint and several, primary, and independent of the obligation of Franchisee. This Personal Guaranty is a guarantee of payment and performance and not of collection, and a separate action or actions may be brought and prosecuted against the undersigned regardless of whether an action is brought against Franchisee or whether Franchisee is joined in any such action or actions. This is a continuing guaranty relating to the Agreement, including indebtedness arising under successor agreements or other transactions that continue the Agreement or from time to time renew or extend it. The undersigned authorizes Franchisor without notice or demand and without affecting their liability hereunder from time to time to: (a) change the amount of or the time for payment or any of the other terms and covenants of the Agreement; (b) take and hold security for the payment of this Personal Guaranty, and to renew, compromise, exchange, transfer, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Franchisor in its discretion may determine; (d) release or substitute any one or more of the undersigned guarantors; (e) bid and purchase at any sale of security for this Personal Guaranty; (f) assign or transfer all or any part of its interest in the Agreement; and (g) assign this Personal Guaranty in whole or in part. The undersigned waive any right to require Franchisor to proceed against Franchisee, or proceed against or exhaust security for the indebtedness evidenced hereby, or pursue any other remedy in Franchisor’s power whatsoever. Each of the undersigned, if constituting married persons, expressly agrees that recourse may be made against their marital community and their separate property and in such order and manner as Franchisor may elect. The undersigned waive any defense arising by reason of any disability or defense of Franchisee or by reason of the cessation from any cause whatsoever of the liability of Franchisee. The undersigned waive all presentments, demands or performance, notice of nonperformance, protest, notice of protest, notices of dishonor and notices of acceptance of this Personal Guaranty and of the existence, creation or incurring of new or additional obligations. Until all obligations of Franchisee under the Agreement have been paid and satisfied in full, the undersigned shall have no right of subrogation and waive any right to enforce any remedy which Franchisor now has or hereafter may have against Franchisee, and further waive any benefit of, and any right to participate in any security now or hereafter held by Franchisor. This Personal Guaranty shall bind the undersigned’s heirs, administrators, personal representatives, successors, and assigns, and shall inure to the benefit of Franchisor and its successors and assigns including, without limitation, any party to whom Franchisor may assign any interest in the Agreement, and the undersigned hereby waives notice of any such assignment. All of Franchisor’s rights are cumulative and not alternative. This Personal Guaranty shall be governed by and construed and enforced under New York law.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its equity owners acknowledges that it has read and understands the contents of this Schedule, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Schedule and be bound by it.

Dated: _____

PROJECT LEAN NATION FRANCHISING, INC. : GUARANTOR :

By: _____

Name: _____

Title: _____

Name:

SCHEDULE 4: NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

The undersigned party (the "Receiving Party") understands that Project Lean Nation Franchising, Inc., a New York corporation with its principal office at 14 Franklin Street, Suite 1403, Rochester, New York 14604 (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party

In consideration of the parties' discussions and any access of the Receiving Party to Proprietary Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party agrees: (i) to hold the Disclosing Party's Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials); (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, except to a professional advisor such as a lawyer or accountant (and then solely for the purposes in (iii) below); (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate its relationship with the Disclosing Party; (iv) not to copy any such Proprietary Information; and (v) not to export or re-export (within the meaning of U.S. or other export control laws or regulations) any such Proprietary Information or product thereof. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party or (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding. The Receiving Party, its affiliates and their respective directors, officers, and employees shall refrain from using for any purpose any "residuals" from access to the Proprietary Information. "Residuals" means information in non-tangible form which may be retained by persons who had access to Proprietary Information, including ideas, concepts, know-how, methods or techniques.
2. Immediately upon a request by the Disclosing Party at any time the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party or (ii) requires the Disclosing Party to proceed with any transaction or relationship.
3. This Agreement applies only to disclosures made before the first anniversary of this Agreement. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed

by the law of the State of New York without regard to the conflicts of law provisions thereof. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to reasonable costs and attorney's fees. No waiver or modification of this Agreement will be binding up a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

Receiving Party:

Date:

Authorized representative of

Disclosing Party:

Date:

Authorized representative of Project Lean Nation
Franchising, Inc.

SCHEDULE 5: DESIGNATED TERRITORY

Location: _____

Designated Territory: _____

Designated Market Area: _____

SCHEDULE 6: AREA DEVELOPMENT AGREEMENT

AREA DEVELOPMENT AGREEMENT

This **AREA DEVELOPMENT AGREEMENT** (the “Agreement”) is entered on this date of _____, 202__ (the “Effective Date”) between Project Lean Nation Franchising, Inc., a New York corporation (“Franchisor”) and _____ a [limited liability company/corporation/individual] (“Developer”) (collectively the “Parties”).

INTRODUCTION:

WHEREAS, the Parties hereto have entered into a franchise agreement dated even herewith (the “Franchise Agreement”); and

WHEREAS, the Parties wish to expand the number of franchises and the territory called for in the Franchise Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Grant

- a. Franchisor grants Developer the right, and Developer assumes the duty to open and operate a _____ () franchises (each a “Business” and collectively, the “Businesses”) within the Development Area.
- b. This size of your Development Area may substantially vary from other Developers based on: (i) the number of Businesses we grant you the right to open and operate; and (ii) the geographic location and demographics of the general area where we mutually agree you will be opening these Businesses. The boundaries of your Development Area may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to Exhibit 1.
- c. The rights granted by Franchisor are personal to Developer and its authorized owners.

2. Fees

- a. **Development Fee.** You must pay us a one-time Development Fee in a lump sum (“Development Fee”) upon your execution of this Area Development Agreement. Your Development Fee will depend on the number of Businesses you commit to develop and open within the Territory and is calculated as follows: (i) \$45,000 per Business if you agree to open and operate between three (3) and five (5) Businesses; (ii) \$40,000 per Business if you agree to open and operate between six (6) and nine (9) Businesses; and (iii) \$35,000 per Business if you agree to open and operate ten (10) or more Businesses. You have committed and we have approved you to open _____ () Businesses, therefor your Development Fee due at signing is _____ (\$ _____).
- b. **Franchise Fees.** Upon the signing of this Area Development Agreement Developer must pay Franchisor the franchise fee for all of the Businesses granted in Section 1 (a) above in the amount of _____ Dollars (\$ _____).
- c. All amounts due Franchisor under this Agreement are fully-earned by Franchisor when paid and are non-refundable, in whole or in part.

3. Term and Development Area

- a. The term of this Agreement shall commence on the Effective Date and shall end on the earlier of (1) _____; or (2) the opening of all of the Businesses set forth in this Development Agreement (the “Term”), which shall be the same as is in the Franchise Agreement.
- b. The Development Area under this Agreement, listed on Exhibit 1 hereto, shall be exclusive during the Term of this Area Development Agreement as long as the Developer is not in default of any terms of this Area Development Agreement or any Franchise Agreement signed for any of the Businesses. This Development Area description shall supersede any such conflicting descriptions in the Franchise Agreement including, but not limited to, Section 2.4 and Schedule 5 thereof.

4. Development Schedule and Conditions

- a. The development schedule (“Development Schedule”) contained below and in Exhibit #2 sets forth the required opening dates for the Businesses that Developer must develop under this Agreement. At all times during the Development Schedule, Developer must continuously operate or cause to be operated the number of Businesses then required to be operated under the Development Schedule unless the parties, in writing, agree otherwise.

- b. The mechanics and timetable for the Development Schedule shall be as follows:

Developer agrees to open and have in full operation within ninety (90) days of each date specified below (each a “Required Date”) not less than the number of fully opened and operating Businesses set forth opposite that required date.

Date:	Number of Businesses:

- c. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, strikes, unavailability of material, facilities, pandemic, epidemic, telecommunications services or supplies or any other cause beyond the reasonable control of such party (“Force Majeure”). In the event of such a Force Majeure, the party shall give the other party prompt written notice within ten (10) days of the Force Majeure. In addition, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure.
- d. Developer is responsible for locating and presenting to us proposed sites for Businesses in the Development Area. We will use reasonable efforts to review and evaluate the proposed sites within 30 days after we receive all requested information and materials to evaluate the site. We will approve the proposed site for any Business if it meets our then current standards. If we accept a proposed site, you (or your affiliate) must timely sign a separate Franchise Agreement for the site. Each Business you timely open and commence operating under our then-current form of franchise agreement will be operated: (i) from a distinct site located within the Development Area; and (ii)

within its own designated territory that we will define within the Franchise Agreement once the site for that Business has been approved.

5. Time is of the Essence

Time is of the essence in Developer's performance of this Agreement. Franchisor has granted Developer the development rights contained in this Agreement based on Developer's representations and assures that Developer will timely satisfy all the conditions and perform all the obligations in this Agreement. If for any reason Franchisor grants Developer an extension of time of any performance hereunder, this extension will not waive any of Franchisor's rights and remedies set forth in this Agreement.

6. Default and Termination

- a. Each of the following events and conditions is an Event of Default under this Agreement:
- b. Developer becomes insolvent or makes a general assignment for the benefit of creditors; Developer files a petition in bankruptcy, or such a petition is filed against Developer; Developer is declared or adjudicated a bankrupt; a receiver or trustee in bankruptcy of Developer or other custodian for Developer's business or assets is appointed; or, proceedings to be adjudged bankrupt or insolvent or for a composition with creditors is instituted by or against the Developer; Developer admits in writing an inability to pay debts generally as they become due or becomes an "insolvent person" as that term is defined in the New York State Debtor and Creditors Law; an application is made with respect to Developer under the Bankruptcy Act; or a final judgment in excess of \$10,000 USD remains unsatisfied or of record for thirty (30) days or longer;
- c. If after fifteen (15) days written notice and demand for payment, Developer fails to pay Franchisor, or any of Franchisor's affiliates, any amounts due under this Agreement, or any other agreement between such parties when due and payable;
- d. Developer fails to fully open and operate any Business on or before the Required Opening Date in accordance with the terms of this Agreement. Franchisor may however, for good cause shown and at its sole discretion, extend any required opening date;
- e. At any time during the Term, Developer fails to fully open and/or operate the number of Businesses then required by Section 4 of this Agreement;
- f. Developer, or any of its principals, misrepresents or withholds any information Franchisor considers material in any application submitted to Franchisor for purposes of inducing Franchisor to enter this Agreement;
- g. Except as otherwise provided in this Section or elsewhere in this Agreement to the contrary, failure to comply with any other term or condition of this Agreement within thirty (30) days after written notice and demand to so comply;
- h. Any default under the Franchise Agreement, or any franchise agreement between Developer and Franchisor that remains uncured withing thirty (30) days after written notice of such default;
- i. If an Event of Default occurs, Franchisor may thereupon terminate this Agreement, together with all Developer's rights hereunder. Such termination is effective thirty days (30) after Franchisor's delivery of notice of termination to Developer if by this date the Event of Default has not been cured.

7. Effect

This Agreement is hereby made part of and incorporated within the Franchise Agreement. Any capitalized term not defined in this Agreement shall have the meaning set forth in the Franchise Agreement.

INTENDING TO BE LEGALLY BOUND AND FOR A VALUABLE CONSIDERATION, the parties have executed and delivered this Agreement on the date written above.

FRANCHISOR:

DEVELOPER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 1

Description of Development Area

The Development Area under this Agreement shall be as follows:

EXHIBIT 2

Development Schedule

Subject to Section 4 above, Developer is obligated to open and maintain in operation the number of Businesses indicated:

Total Number of Open Businesses

Required Date

If any Business that opens in accordance with the Development Schedule subsequently closes or otherwise ceases operating, Developer within six (6) months therefrom, must open a replacement Business. Such Business is in addition to the remaining Businesses to be developed under the Development Schedule.

EXHIBIT 3

California Amendment to Area Development Agreement

CALIFORNIA AMENDMENT

TO PROJECT LEAN NATION FRANCHISING, INC. AREA DEVELOPMENT AGREEMENT

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.

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

California Business and Professions Code sections 20000 through 20043 (the Franchise Relations Act) provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control. In particular, Business and Professions Code section 20010 voids a waiver of your rights under the Franchise Relations Act.

Section 31125 of the California Corporation Code requires us to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires binding arbitration. The arbitration will occur in New York with the costs being borne by each party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The franchise agreement requires application of the laws of New York. This provision may not be enforceable under California law. You may want to consult an attorney to understand the impact of out-of-state governing law on the franchise agreement.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

The highest interest rate allowed by law in California is 10% annually.

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

PROJECT LEAN NATION FRANCHISING, INC. : **FRANCHISEE :**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE 7: STATE SPECIFIC AMENDMENT TO FRANCHISE AGREEMENT

ADDITIONAL STATE DISCLOSURES

If the franchise being awarded is subject to the franchise-specific laws of one (1) or more of the following states because (a) the franchise prospect is a resident of that state, and/or (b) the franchise rights being awarded in within that state, as applicable under the specific state statute(s) at issue, the state specific Amendment to the Franchise Agreement of that state set forth below will apply to the franchise documents and should be entered into with Franchisor on the same date as the Franchise Agreement.

ILLINOIS AMENDMENT
TO PROJECT LEAN NATION FRANCHISING, INC. FRANCHISE AGREEMENT

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.

PROJECT LEAN NATION FRANCHISING, INC. : **FRANCHISEE :**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CALIFORNIA AMENDMENT
TO PROJECT LEAN NATION FRANCHISING, INC. FRANCHISE AGREEMENT

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.

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California Business and Professions Code sections 20000 through 20043 (the Franchise Relations Act) provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control. In particular, Business and Professions Code section 20010 voids a waiver of your rights under the Franchise Relations Act.

Section 31125 of the California Corporation Code requires us to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires binding arbitration. The arbitration will occur in New York with the costs being borne by each party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The franchise agreement requires application of the laws of New York. This provision may not be enforceable under California law. You may want to consult an attorney to understand the impact of out-of-state governing law on the franchise agreement.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

The highest interest rate allowed by law in California is 10% annually.

California’s Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

PROJECT LEAN NATION FRANCHISING, INC. : FRANCHISEE :

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT “D”

TO

FRANCHISE DISCLOSURE DOCUMENT

Table of Contents to Manual

[See Attached]

EXHIBIT "E"

TO

FRANCHISE DISCLOSURE DOCUMENT

List of Franchisees

CURRENT FRANCHISEES AS OF SEPTEMBER 30, 2025

Store Location Name	FP'S Name	Telephone #	Address	State
Canandaigua	Sam & Chris Mandrino	5855774960	39 Eastern Blvd Canandaigua, NY 14424	New York
Binghamton	Greg Rollo & David Kipper	6076083848	33 South Washington St. Binghamton, NY	New York
Crown Point	Jeremy & Brittney Bowen	7088326119	10005 Wisteria Lane St John, IN 46373	Indiana
Springdale	Logan & Skye Rose	4793001278	1610 Grace Place Bentonville, AR 72713	Arkansas
Greenville	Jeremy Batt	8644005319	18 Santee Court Simpsonville, SC 29680	North Carolina
Syracuse	Raisa Zhovklaya	3153840878	167 Lookout Circle Syracuse, NY 13209	New York
Ballantyne	Alexandra & Kevin Sampson	9803855499	11406 Glanmire Drive Matthews, NC 28105	North Carolina
Intown	Shane Lucas & Sam Stowell	4707819229	1080 Peachtree St NE Unit 2308 Atlanta, GA 30309	Georgia
Prosper	Mo and Deepal	4696945633	5116 Prospect St McKinney, Texas 75071	Texas
Tyler	Lindy & Keith O'Brein	9034004390	2246 county road 4120 Jacksonville, TX 75766	Texas

Marlton	Heather & Joe Hirsh	8567545899	24 Horseshoe Drive Mount Laurel Township, NJ 08054	New Jersey
University City	Domonique & Tim Williams	7042722632	2702 Ensemble Ct Charlotte, NC 28262	North Carolina
Frisco	Michael Smith	9458000643	PO Box 280 Broken Bow, OK 74728	Texas
Fort Mill	Alexandra Trull & Chris Ramsey	8038595535	1750 HWY 160 W STE 101 PMB 261 Fort Mill, SC 29708	South Carolina
North Raleigh	Jeff Ragone	9847779309	9600-9650 Strickland Rd STE 111 Raleigh, NC, 27615	North Carolina
Rochester	Tim & Leslie Dougherty	5855145535	1900 South Clinton Ave Rochester, NY 14618	New York
South End	Brantley Belk	9808905825	2210 Hawkins St Charlotte, NC 28203	North Carolina
Mount Pleasant	Joy Wunrow & Larin Childress	8434169593	607 Johnnie Dodds Blvd. Mt Pleasant, SC 29464	South Carolina
Plaza Midwood	Morgan Barden	9808905611	904 Pecan Ave. Suite 102 Charlotte, NC 28205	North Carolina
SouthPark	Craig Voelker	9808905821	1730 East Woodlawn Rd. STE D Charlotte, NC 28209	North Carolina
Concord	Tori Hetman	9808905774	11129 Harris Road Huntersville, NC 28078	North Carolina
Alpharetta	MeKenna & Patrick Hartmann	6789447240	3040 Ascot Lane Roswell, GA 30076	Georgia
MeadowBrook	Jim Safron & Nicole Rosado	6592427880	1916 Blackridge Rd. Hoover, AL 35244	Alabama
Lawrenceville	James Keen & Laura Bader	4707699950	513 Sea Dunes Court Loganville, Georgia 30052	Georgia
Short Pump	Jessika & Mike Wolfe	8046004992	3902 Pumpkin Seed Lane Glen Allen, Virginia	Virginia

			23060	
Coppell	Michael Smith	9458006089	PO Box 280 Broken Bow, OK 74728	Texas
Polaris	Andy & Heather Brinkman	3803339785	6473 Sherman Road, Galena, Ohio 43021	Ohio
Des Moines	James Eaton	3196544337	166 North Rigby, Idaho 83442	Iowa
Cumberland	Sharmaine & Rob Thomas	4075545260	265 Aventine Lane, Smyrna, Georgia 30082	Georgia
Carmel	Maggie & Ben Browning	3174635400	520 Super Star Court Carmel, IN 46032	Indiana
Chesterfield	Troy Dorner	3146301909	16227 Surfview Ct. Wildwood, MO 63040	Missouri
Idaho Falls	Meagan & Travis Dykman	9862490248	2565 E 17th Street Suite 3 Ammon, ID 83406	Idaho
Cortland	Mike & Heather Wiese	6072024767	64 Main Street Suite 102 Cortland, NY 13045	New York
Morgantown	Matt & Alissa Higgins	7243011799	1030 Suncrest Towne Centre Drive Morgantown, WV 26505	West Virginia

FRANCHISE AGREEMENT S SIGNED BUT OUTLET NOT YET OPENED Store Location Name	FP'S Name	Telephone #	Address	State
Gastonia	Kyle & Ashley Watford	7048136791	2836 S Hope Rd Belmont, NC 28056	North Carolina
Parkland	Chris Mackenzie	9542356220	12267 NW 49th St Coral Springs, FL 33076	Florida
Buckhead	Shane Lucas & Sam Stowell	4707819229	1080 Peachtree St NE Unit 2308 Atlanta, GA 30309	Georgia

Fayetteville	Raisa Zhovklaya	3153840878	167 Lookout Circle Syracuse, NY 13209	New York
Harper's Point	Christopher and Jill Strasser	5137035831	11373 Montgomery Rd Suite 20 Cincinnati, OH 45249	Ohio
Dublin	Brock Meadows	7402626211	10726 Sawmill Parkway Shoppes of Wedgewood #103 Dublin, OH 43017	Ohio
Georgetown	Tim & Christie Fincannon	5126085196	4720 Williams Dr. Suite 105 Georgetown, TX 78633	Texas
Plano	Kristi Allison	2392876593	7363 Calla Lilly Ln, Frisco, TX 75034	Texas
Dominion	Zach Lawson	2108448065	23718 IH-10 W Suite 110 San Antonio, TX 78257	Texas
Middletown	Daniel Blondo	3023796054	1625 Lake Seymour Drive Middletown, DE 19709	Delaware
Waterford Lakes	Jay & Sacha Dawson	4077181089	13689 Granger Ave, Orlando, FL 32827	Florida
Middletown	Eric Campbell	5028024634	3016 Shaded Creek Ct., La Grange, KY 40031	Kentucky
Burlington	Shweta Jain	2173694695	101 Middlesex Turnpike Ste 320 Burlington, MA 01803	Boston
Lake Pleasant	Courtney & Kyle Bridges	6236408368	9785 W Happy Valley Rd Lake Pleasant , AZ 85383	Arizona
San Antonio	Jason O'Donley	9165301131	3237 Harvest View, Marion, TX 78124	Texas
Hilliard	Brock Meadows	7402626211	2363 Wildcat Run Court, Powell, Ohio 43065	Ohio
West Chester	Tom Fessel & Jacqueline Millican	5139102428	1376 Anderson Ferry Road, Cincinnati, OH 45238	Ohio
Downtown Raleigh	Ari Sanoff	9192727630	311 West Park Drive, Raleigh, NC 27605	North Carolina
Greensboro	Aubrey & Walker Whitley	3362473262	3301 Van Allen Cir., Greensboro, NC 27410	North Carolina
Farmingdale	Jesse Guarin	5164245914	1527 Baldwin Blvd., Bay Shore, NY 11706	New York
West Orlando	Melinda Iosua	4076263228	16892 Muskgrass Drive, Winter Garden, Florida 34787	Florida
Windermere	Cynthia Toscano-Lopez	2034966110	2613 Stanton Hall Court, Windermere, FL 34786	Florida

Northern NJ	Travis & Kristi Marks	9739606307	43 South Road, Charter, NJ 07930	New Jersey
Memphis	Mary La Brubaker	9012622851	1521 Kimbrough Road, Germantown, TN 38138	Tennesse e

FORMER FRANCHISEES

Project LeanNation James Island
Charleston, South Carolina
(843) 408-0530

Mutual Termination - 2025
Project LeanNation Cumming
McKenna & Patrick Hartman
3040 Ascot Lane
Rosewell, GA 30076

Mutual Termination – 2025
Project LeanNation Newnan
Ezzie Raulls
792 Argonne Avenue Northeast
Atlanta, GA 30308

Mutual Termination – 2025
Project LeanNation Rincon
Jamie & Mary Cain
614 Town Park Loop
Rincon, GA 31326

EXHIBIT "F"
TO
FRANCHISE DISCLOSURE DOCUMENT

Financial Statements

[See Attached]

EXHIBIT "G"
TO
FRANCHISE DISCLOSURE DOCUMENT

ADDITIONAL STATE DISCLOSURES

If the franchise being awarded is subject to the franchise-specific laws of one (1) or more of the following states because (a) the franchise prospect is a resident of that state, and/or (b) the franchise rights being awarded in within that state, as applicable under the specific state statute(s) at issue, the addendum (or addenda) of that state set forth below will apply to the franchise documents and should be entered into with Franchisor on the same date as the Franchise Agreement.

FOR THE STATE OF NEW YORK

**AMENDMENT TO
DISCLOSURE DOCUMENT FOR PROJECT LEAN NATION FRANCHISING, INC.**

The Disclosure Document between _____ (“Franchisee” or “You”) and Project Lean Nation Franchising, Inc., a New York corporation with its principal office at 14 Franklin Street, Suite 1403, Rochester, New York 14604 dated _____, 20__ (the “Document”), shall be amended and superseded by the addition of the following language, which shall be considered an integral part of the Document (the “Amendment”):

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 SERVICES OR 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

With the exception of what is stated above, the following applies 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 the “Summary” sections of Item 17(c), titled “**Requirements for a 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.

4. 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.
5. 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 the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--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.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its equity owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound by it. The parties have duly executed and delivered this Amendment to the Document on _____, 20__.

Project Lean Nation Franchising, Inc.:

Franchisee:

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

FOR THE STATE OF NORTH DAKOTA

**AMENDMENT TO THE DISCLOSURE DOCUMENT FOR PROJECT LEAN NATION
FRANCHISING, INC**

Pursuant to the North Dakota Franchise Law

The State of North Dakota has determined that requiring franchisees to sign a general release upon renewal of a franchise agreement to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee sign a general release as a condition of renewing the franchise agreement is deleted.

The State of North Dakota has determined that certain covenants restricting competition may be contrary to Section 9-08-06 of the North Dakota Century Code. Any covenants against competition shall be subject to this section of the North Dakota Century Code. Covenants not to compete such as those mentioned above are generally considered unenforceable in the state of North Dakota.

The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes as a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of the arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

The State of North Dakota has determined that requiring franchisees to be governed by the laws of a state other than North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The laws of the State of North Dakota will govern the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements.

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

PROJECT LEAN NATION FRANCHISING, INC.:

FRANCHISEE :

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FOR THE STATE OF MINNESOTA

AMENDMENT TO DISCLOSURE DOCUMENT FOR PROJECT LEAN NATION FRANCHISING, INC.

In recognition of the requirements of CHAPTER 80C. FRANCHISES of Minnesota Law the parties to the attached Franchise Disclosure Documents (the "FDD") agree as follows:

1. ~~Item 1 shall be amended to include the following statements.~~

~~Neither the Franchisor nor any person identified in the public offering statement:~~

~~a. has during the ten year period immediately preceding the date of the public offering statement been convicted of a felony, pleaded nolo contendere to a felony charge, or been held liable in a civil action by final judgment if such felony or civil action involved fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices or misappropriation of property;~~

~~b. is subject to any currently effective order of the United States Securities and Exchange Commission or the securities administrator of any state denying registration to or revoking or suspending the license or registration of such person as a securities broker, dealer, agent, or investment adviser, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange;~~

~~c. is subject to any currently effective order or ruling of the Federal Trade Commission;~~

~~d. is subject to any currently effective injunctive or restrictive order relating to the business which is the subject of the franchise offered or any other business activity as a result of an action brought by any public agency or department; or~~

~~e. has any civil or criminal actions pending against that franchisor or person involving fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices or misappropriation of property.~~

2. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

32. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, with respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, 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.

43. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, the franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name as required under Minnesota Statute 80C.12 Subd. 1(G).

54. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, in compliance with Minnesota Rules 2860.4400(D) the franchisor does not require a franchisee to assent to a general release.

65. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

76. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, all claims must comply with Minnesota Statute 80C.17 Subd. 5. "No action may be commenced pursuant to this section more than three years after the cause of action accrues."

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

98. 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.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee ~~has and guarantor(s) have~~ no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

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

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the

franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Section 1.5. Section 1.5 of the Franchise Agreement shall not apply.

20. Section 2.1. The last sentence of Section 2.1 of the Franchise Agreement “The Franchisee also acknowledges that the Franchisor has the right to act in its own best interest which may sometimes conflict or be inconsistent with the Franchisee's best interests” shall not apply.

21. Section 15.6. The timeframe provided in Section 15.6 to effect the transfer upon the franchisee’s death or permanent capacity shall be 180 days.

22. Section 15.9. Section 15.9 shall not apply.

23. Schedule 3 to the Franchise Agreement – Personal Guaranty. The last sentence of the Personal Guaranty attached as Schedule 3 to the Franchise Agreement “it has read and understands the contents of this Schedule, that it has had the opportunity to obtain the advice of counsel” shall not apply.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

FOR THE STATE OF ILLINOIS

**AMENDMENT TO
DISCLOSURE DOCUMENT FOR PROJECT LEAN NATION FRANCHISING, INC.**

In recognition of the requirements of 815 ILCS 705/1-44 of Illinois Law the parties to the attached Franchise Disclosure Documents (the "FDD") agree as follows:

1. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, Franchisor shall not terminate a franchise prior to the expiration of its term except for "good cause" as provided below:

(a) "Good cause" shall include, but not be limited to, the failure of the franchisee to comply with any lawful provisions of the franchise or other agreement and to cure such default after being given notice thereof and a reasonable opportunity to cure such default, which in no event need be more than 30 days.

(b) "Good cause" shall include, but without the requirement of notice and an opportunity to cure, situations in which the franchisee:

(i) makes an assignment for the benefit of creditors or a similar disposition of the assets of the franchise business;

(ii) voluntarily abandons the franchise business;

(iii) is convicted of a felony or other crime which substantially impairs the good will associated with the franchisor's trademark, service mark, trade name or commercial symbol; or

(iv) repeatedly fails to comply with the lawful provisions of the franchise or other agreement.

2. Notwithstanding anything contained in the Franchise Disclosure Document to the contrary, the Franchisor shall not refuse to renew a franchise either by repurchase or by other means for the diminution in the value of the franchised business caused by the expiration of the franchise where:

(a) the franchisee is barred by the franchise agreement (or by the refusal of the franchisor at least 6 months prior to the expiration date of the franchise to waive any portion of the franchise agreement which prohibits the franchisee) from continuing to conduct substantially the same business under another trademark, service mark, trade name or commercial symbol in the same area subsequent to the expiration of the franchise; or

(b) the franchisee has not been sent notice of the franchisor's intent not to renew the franchise at least 6 months prior to the expiration date or any extension thereof of the franchise.

PROJECT LEAN NATION FRANCHISING, INC.: FRANCHISEE :

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FOR THE STATE OF MARYLAND

**ADDENDUM TO
DISCLOSURE DOCUMENT FOR PROJECT LEAN NATION FRANCHISING, INC.**

1. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
2. Based upon the Franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, Franchisor has posted a surety bond in accordance with the requirements of the Maryland Securities Commissioner, such surety bond is on file with the Maryland Securities Division.
3. The general release required under Item 17 of the Disclosure Document and Section 4.2(f) and 15.3(c) of the Franchise Agreement for renewals or transfers of the Franchise Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
4. Item 17 of the Disclosure Document, the Franchise Agreement and the Development Agreement shall be amended to state “A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.”
- 3.5. Item 17 of the Disclosure Document, the Franchise Agreement and the Development Agreement shall be amended to state “Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.”

PROJECT LEAN NATION FRANCHISING, INC.: ~~_____~~ **FRANCHISEE :**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FOR THE STATE OF CALIFORNIA
ADDENDUM TO
DISCLOSURE DOCUMENT FOR PROJECT LEAN NATION FRANCHISING, INC.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.

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.

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

California Business and Professions Code sections 20000 through 20043 (the Franchise Relations Act) provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control. In particular, Business and Professions Code section 20010 voids a waiver of your rights under the Franchise Relations Act.

Section 31125 of the California Corporation Code requires us to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).

FOR THE STATE OF VIRGINIA
ADDENDUM TO
DISCLOSURE DOCUMENT FOR PROJECT LEAN NATION FRANCHISING, INC.

The following additional risk factor shall be added to the State Cover Page:

Estimated Initial Investment. The Franchisee will be required to make an estimated initial investment ranging from ~~\$237,850,260,150~~ to ~~\$354,350,396,650~~. This amount exceeds the franchisor's stockholder's equity as of ~~September 30, 2023~~December 31, 2025, which is ~~\$130,262,194,702~~.

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.

PROJECT LEAN NATION FRANCHISING, INC. : FRANCHISEE :

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "J"
TO
FRANCHISE DISCLOSURE DOCUMENT

General Release

This General Release is does not apply to claims arising under the Franchise Investment Protection Act, chapter 19.100 RCW.

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the undersigned, for itself/himself/herself and its/his/her shareholders, officers, directors, employees, agents, attorneys, personal representatives, heirs, distributees, successors and assigns hereby releases and forever discharges Project Lean Nation Franchising, Inc. its officers, shareholders, directors, employees, agents, attorneys, representatives, distributees, successors and assigns (collectively the "Releasees") from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, whether known or unknown, in law or equity of the undersigned from the beginning of time to the date of this release. This release specifically includes, without limiting its generality, any and all possible claims the undersigned may have under any federal, state or local law or regulation or the common law, and any claims based on contract breach, detriment or reliance on promises or tort, libel, slander, defamation, interference with career, harassment, duress, coercion, threat or public policy.

This Release is given voluntarily after consultation with counsel and with full knowledge of its significance.

This Release shall not be construed as or an admission by any Releasee of any liability for, or the validity of, any claim which may have been asserted by the undersigned.

If any claim which has been released hereby is nonetheless brought by the undersigned against any Releasee, the undersigned shall pay the attorneys' fees and costs incurred by such Releasee in the defense thereof.

This Release may not be changed or terminated orally but may only be changed or terminated by an instrument in writing signed by the undersigned and Project Lean Nation Franchising, Inc. The validity, performance and enforcement of this release are governed by the law of New York.

IN WITNESS WHEREOF, the undersigned has executed this Release effective as of _____, 202_____.

SWORN BEFORE ME THIS

_____ day of _____, 202_____

Name: _____

Title: _____

Notary Public

EXHIBIT "K"

TO

FRANCHISE DISCLOSURE DOCUMENT

State Effective Dates

[See Attached]

State Effective Dates

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

State	Effective Date
New York	03/04/2026 Pending
North Carolina	10/19/2022
South Carolina	11/16/2022
Georgia	01/06/2023
Texas	04/03/2024
Florida	07/29/2025
Indiana	09/14/2025
Utah	05/06/2025
Connecticut	02/13/2025
Kentucky	03/04/2025
Nebraska	02/26/2025
Virginia	01/13/2025 02/28/2026
California	Pending
Illinois	Pending
Maryland	Pending
Michigan	02/18/ 2025 2026
Minnesota	Pending 04/01/2025
North Dakota	3/5/2025 Pending
South Dakota	02/28/2025 01/22/2026
Rhode Island	03/05/ 2025 2026
Washington	Pending
Wisconsin	02/19/2025 01/21/2026

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 “~~K~~L”
TO
FRANCHISE DISCLOSURE DOCUMENT

Receipts

[See Attached]

RECEIPT #1

(This copy is for the prospective franchise owner and must remain herein)

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

If Project Lean Nation Franchising, Inc. offers you a franchise, it must provide this Disclosure Document to you 10 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 State law requires a franchisor to provide the franchisee 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 Project Lean Nation Franchising, Inc. 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 the appropriate state agency listed in Exhibit “A” to this Disclosure Document.

Project Lean Nation Franchising, Inc.’s sales agent for this offering is (to be completed by franchise seller disclosed in Item 22 involved in sales process):

Name: _____
Address: _____
Phone: _____

Issuance Date of this Franchise Disclosure Documents: January 19, 2026.

I have received the Franchise Disclosure Document dated January 19, 2026 that included the following Exhibits:

- EXHIBIT “A” State Agencies and Administrators
- EXHIBIT “B” Franchisor’s Agent for Service of Process
- EXHIBIT “C” Franchise Agreement
- EXHIBIT “D” Table of Contents to Manual
- EXHIBIT “E” List of Franchisees
- EXHIBIT “F” Financial Statements
- EXHIBIT “G” State Specific Addenda
- EXHIBIT “H” Franchisee Organizations
- EXHIBIT “I” Request for Consideration
- EXHIBIT “J” General Release
- EXHIBIT “K” State Effective Dates
- EXHIBIT “L” Receipts

Date: _____ Franchisee Signature: _____

State: _____ Print Name: _____

You should return one copy of the signed receipt either by signing, dating, and mailing it to Project Lean Nation Franchising, Inc. at 14 Franklin Street, Suite 1403, Rochester, New York 14604, or by emailing a copy to tim@projectleannation.com

RECEIPT #2

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. ~~If Project Lean Nation Franchising, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.~~

If Project Lean Nation Franchising, Inc. offers you a franchise, it must provide this Disclosure Document to you 10 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 State law requires a franchisor to provide the franchisee 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 Project Lean Nation Franchising, Inc. 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 the appropriate state agency listed in Exhibit "A" to this Disclosure Document.

~~The franchise seller(s) involved with the sale of Project Lean Nation Franchising, Inc.'s sales agent for this franchise offering is/are~~ (to be completed by franchise seller disclosed in Item 22 involved in sales process):

Name: _____
Address: _____
Phone: _____

~~Name: _____
Address: _____
Phone: _____~~

~~Our agent to receive service of process is listed in Exhibit "B" to this Disclosure Document.~~

Issuance Date of this Franchise Disclosure Documents: January 19, 2026.

I have received the Franchise Disclosure Document dated January 19, 2026 that included the following Exhibits:

- EXHIBIT "A" State Agencies and Administrators
- EXHIBIT "B" Franchisor's Agent for Service of Process
- EXHIBIT "C" Franchise Agreement
- EXHIBIT "D" Table of Contents to Manual
- EXHIBIT "E" List of Franchisees
- EXHIBIT "F" Financial Statements
- EXHIBIT "G" State Specific Addenda
- EXHIBIT "H" Franchisee Organizations
- EXHIBIT "I" Request for Consideration
- ~~EXHIBIT "J" State Effective Dates~~
- ~~EXHIBIT "K" Receipts~~

Date: _____ FRANCHISEE: _____

~~State: _____ Print Name: _____~~

RECEIPT #2

(This copy must be signed by prospective franchise owner and returned to us)

~~This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If Project Lean Nation Franchising, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.~~

~~State law requires a franchisor to provide the franchisee 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 Project Lean Nation Franchising, Inc. 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 the appropriate state agency listed in Exhibit "A" to this Disclosure Document.~~

The franchise seller(s) involved with the sale of this franchise is/are (to be completed by franchise seller involved in sales process):

Name: _____
Address: _____
Phone: _____

Name: _____
Address: _____
Phone: _____

~~Our agent to receive service of process is listed in Exhibit "B" to this Disclosure Document.~~

~~Issuance Date of this Franchise Disclosure Document: January 19, 2026.~~

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- ~~EXHIBIT "H" Franchisee Organizations~~
- ~~EXHIBIT "I" Request for Consideration~~
- EXHIBIT "J" State Effective Dates General Release
- EXHIBIT "K" State Effective Dates
- EXHIBIT "L" Receipts

Date: _____

FRANCHISEE: _____ Franchisee Signature: _____

State: _____

Print Name: _____

You should return one copy of the signed receipt either by signing, dating, and mailing it to Project Lean Nation Franchising, Inc. at 14 Franklin Street, Suite 1403, Rochester, New York 14604, or by emailing a copy to tim@projectleannation.com