

FRANCHISE DISCLOSURE DOCUMENT



Wetzel's Pretzels, LLC
dba *Wetzel's Pretzels*
a California limited liability company
35 Hugus Alley, Suite 300
Pasadena, California 91103
Telephone (626) 432 6900
Website: www.wetzels.com
www.wetzelsfranchising.com
www.kahalamgmt.com
Facebook: www.facebook.com/WetzelsPretzels

The franchised business is the operation of one or more bakeries specializing in hand-rolled soft fresh-baked pretzels, hot dogs and beverages. We offer 2 franchise programs:

1. A single WETZEL'S PRETZELS® Bakery. The total investment necessary to begin operation of a WETZEL'S PRETZELS® Bakery ranges from \$188~~3,500~~ to \$72~~3510,450~~. This includes between \$23,500 and \$52~~47,00750~~ that must be paid to the franchisor. If Wetzel's Pretzels grants you a license to operate a Remote Mobile Unit under a Remote Mobile Unit Addendum to your Franchise Agreement, the total investment necessary to begin a Remote Mobile Unit ranges from \$73~~62,3000~~ and \$147~~4,0500~~. This includes a fee of \$5,000 for a Remote Mobile Unit that must be paid to the franchisor.
2. A single WETZEL'S PRETZELS® Concession Truck or Trailer. The total investment necessary to begin operation of a WETZEL'S PRETZELS® Concession Truck or Trailer ranges from \$172,125 to \$327,900~~32517,4900~~. This includes approximately between \$105,625 and \$128,50~~250~~ that must be paid to franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payments to, the franchisor or an affiliate in connection with the proposed franchise sale or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Wetzel's Pretzels, LLC, Attn: Legal Department, 9311 E. Via De Ventura, Scottsdale, Arizona 85258 and (480) 362-4800 at 35 Hugus Alley, Suite 300, Pasadena, CA 91103, Telephone (626) 4326900.

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, such as a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide](#)

to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You may contact the FTC at 1-877- FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You may also visit the FTC’s home page at <http://www.ftc.gov> for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: March ~~27~~⁸, 202~~6~~⁵

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WETZEL'S PRETZELS®
FRANCHISE DISCLOSURE DOCUMENT

ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The purpose of this disclosure document is to give you important information about Wetzel's Pretzels, LLC, a franchisor, and the franchise it offers. To simplify the language, we will refer to the franchisor as "Wetzel's Pretzels," "we" or "us," and the person or company that buys a franchise from us as "you." "You" does not include your owners or partners. We will call them "Related Parties." Any email addresses and website URLs referenced in this Disclosure Document, including its exhibits, are current as of the effective date of this Disclosure Document. We may update these email addresses and/or website URLs from time to time.

We have no predecessors that must be disclosed. We were organized in California on August 7, 1995. A principal business office of ours is at 35 Hugus Alley, Suite 300, Pasadena, CA 91103. In 2007, by means of a merger into us of a subsidiary of our purchaser, we were acquired by Pretzel Holding Corporation, which was a wholly owned subsidiary of Pretzel Parent Holding Corporation, both Delaware corporations. On or about August 31, 2016, Pretzel Parent Holding Corporation was acquired by COP WP Holding, Inc., a Delaware corporation. COP WP Holding, Inc., was a wholly owned subsidiary of COP WP Parent, Inc., a Delaware corporation, in which MTY Franchising USA, Inc. ("MTY USA"), a Tennessee corporation, purchased the controlling shareholder rights from CenterOak Equity Fund I, L.P., a private equity firm, in connection with the WP Merger detailed below. MTYF USA, our parent, is now our sole member. The principal address of our parent company is 9311 E Via De Ventura, Scottsdale, AZ 85258.

On November 2, 2022, COP WP Parent, Inc., MTY USA, and a wholly-owned subsidiary of MTY USA created for the purposes of the merger, called Twisted Merger Sub, Inc. ("Merger Sub") entered into an agreement, providing for the acquisition of the WETZEL'S PRETZELS® brand by MTY USA, via a merger of Merger Sub with and into COP WP Parent, Inc. (the "WP Merger"), with COP WP Parent, Inc. surviving the WP Merger as a wholly-owned subsidiary of MTY USA. This transaction included the rights to franchise and operate the Wetzel's Pretzels brand, and closed on December 8, 2022. Upon the WP Merger closing, MTY USA became the parent company of COP WP Parent, Inc. As of the Effective Date, COP WP Parent, Inc. has been dissolved, making MTY USA our parent.

MTY USA's parent corporation is MTY Franchising Inc. ("MTY Canada"), a Canada corporation formerly known as MTY Tiki Ming Enterprises Inc., having an address at 8150 Route Transcanadienne, Suite 200, Ville Saint-Laurent, Quebec, H4S 1M5, Canada. MTY Canada was initially incorporated under the Canada Business Corporations Act on February 13, 1979, under the name "Matoyee Enterprises Inc." MTY Canada is a wholly owned subsidiary of MTY Food Group, Inc. ("MTY"), a public corporation listed on the Toronto Stock Exchange. MTY's principal place of business is also 8150 Route Transcanadienne, Suite 200, Ville Saint-Laurent, Quebec, H4S 1M5, Canada.

MTY or one or more of its Canadian-based subsidiaries franchises over (55) different restaurant concepts and has over ~~2,500~~ 400 units under the following trademarks in Canada

primarily, and other international countries: Allo Mon Coco, Baton Rouge Steakhouse & Bar, Ben & Florentine, Big Smoke Burger, BO[W]LD, Café Depot, Casa Grecque, Country Style, Cultures, Dagwoods, Extreme Pita, Giorgio, Jugo Juice, Kim Chi, Koryo, Koya, Kuto Comptoir A Tartares, La Crémère, La Diperie (and Cakes and Shakes by La Dip), Madisons, Manchu Wok, Toujours Mikes, ~~mmmmuffins~~, Mr. Souvlaki, Mr. Sub, Mucho Burrito, Muffin Plus, ~~Ø²Burger~~, Papa Murphy's, Pizza Delight, Poke by Sushi Shop, Scores, South St. Burger, Spice Bros, Steak & Frites St. Paul Sukiyaki, ~~Sushi Go~~, Sushman, Sushi Shop, Thai Express, Thaizone, The Works, Tiki Ming, Timothy's World Coffee, The COOP Wicked Chicken, Tosto, Turtle Jack's, Tutti Frutti, Valentine, Van Houtte, Vanellis, Vie & Nam, Villa Madina, Spice Brothers, Steak Frites, Wasabi, Wetzel's Pretzels and YUZU trademarks. MTY also sub-franchises two (2) other different restaurant concepts: TCBY and TacoTime.

Through common ownership by MTY, we have the following affiliates that also offer franchises: (1) MTY USA, a Tennessee corporation having an address of 9311 E. Via De Ventura, Scottsdale, Arizona 85258; (2) MTY Canada, a Canada corporation having an address at 8210, route Transcanadienne, Suite 200, Saint-Laurent, Québec, H4S 1M5, Canada; (3) Kahala Franchising, LLC ("Kahala Franchising"), an Arizona limited liability company with a principal address at 9311 E. Via De Ventura, Scottsdale, Arizona 85258; (4) BF Acquisition Holdings, LLC ("BFAH"), a Delaware limited liability company with a principal address at 9311 E. Via De Ventura, Scottsdale, Arizona 85258; (5) La Salsa Franchise, LLC, a Delaware limited liability company with a principal address at 9311 E. Via De Ventura, Scottsdale, Arizona 85258; (6) Invescor Restaurant Group Inc. ("IRG") a Canada corporation having an address at 8210, route Transcanadienne, Suite 200, Saint-Laurent, Québec, H4S 1M5, Canada; (7) Papa Murphy's International, LLC ("Papa Murphy's"), a Delaware limited liability company having a principal address at 8000 NE Parkway Drive, Suite 350, Vancouver, Washington 98662; (8) VI BrandCo, LLC ("Village Inn"), a Delaware limited liability company having a principal address at 12701 Whitewater Drive, Suite 100, Minnetonka, Minnesota 55343-4164; (9) BQ Concepts, LLC, an Arizona limited liability company having a principal address at 12701 Whitewater Drive, Suite 100, Minnetonka, Minnesota 55343-4164; (10) Wetzel's Pretzels, LLC, a California limited liability company with a principal business office at 35 Hugus Alley, Suite 300, Pasadena, CA 91103; and (11) Famous Dave's of America, Inc. ("FDA"), a ~~Delaware limited liability company~~ Minnesota corporation having a principal address at 12701 Whitewater Drive, Suite 100, Minnetonka, Minnesota 55343-4164. These affiliates franchise over 50 different brands.

The following chart summarizes the franchised brands offered in the United States by MTY USA or its affiliates as of November 30, ~~2024~~ 2025 (or the date following November 30, ~~2024~~ 2025, when MTY USA or its affiliate acquired the rights to such franchised brand), including the type of business, number of franchised units in operation as of November 30, ~~2024~~ 2025, and the date MTY USA or its current or former affiliates offered franchises in those brands:

Brand Name	Type of Restaurant Business	Number of Units as of November 30, 2024 2025	Dates unit franchises began being offered by us or our affiliate
Blimpie	Restaurants serving submarine sandwiches and salads	100-87 franchised units (97-84 in the United States and 3 internationally) (plus 4 company-owned units in the United States)	From 2006 until 2010 by Kahala Franchise Corp. and since August 2010 under Kahala Franchising
Chicken Strips and Dips	Ghost kitchen concept serving primarily chicken tenders.	3-1 franchised units	March 2022, Kahala Franchising.
Cold Stone Creamery	Restaurants serving super-premium freshly made ice cream, cakes, pies, smoothies, shakes, and other frozen dessert products	1,427-501 franchised units (992-1052 in the United States and 435-449 internationally) (plus 2 company-owned units). 105-103 Cold Stone Creamery franchises also sell Rocky Mountain Chocolate Factory® products and 1 Cold Stone Creamery franchise also sells Tim Hortons® products. Additionally, 13-8 licensed units.	From May 2007 until March 2008 by Cold Stone Creamery, Inc., from March 2008 until March 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising
Frullati Cafe & Bakery	Restaurants serving sandwiches, salads, smoothies and baked goods	11-10 franchised units	From 1999 until 2004 by Frullati Franchise Systems, Inc., from 2004 until March 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising
Great Steak	Restaurants serving Philadelphia cheesesteak sandwiches, chicken sandwiches and French fries	34-32 franchised units (24-23 in the United States and 10-9 internationally)	From 2004 until March 2010 by Kahala Franchise Corp. and since August 2010 under Kahala Franchising

Brand Name	Type of Restaurant Business	Number of Units as of November 30, 2024 2025	Dates unit franchises began being offered by us or our affiliate
Johnnie's New York Pizzeria	Restaurants serving New York style pizza, calzones, salads, and related Italian cuisine menu items	2 franchised units	From 2006 until March 2010 by Kahala Franchise Corp. and since August 2010 under Kahala Franchising
Kahala Coffee Traders	Restaurants serving coffee and espresso, tea, baked goods, parfaits, sandwiches and merchandise	5 6 franchised units. 1 licensed unit.	November 2011 under Kahala Franchising
Maui Wowi	Store fronts or portable units serving fruit smoothies, Hawaiian coffee and espresso, <u>and other beverage and food items</u>	88-83 franchised units (80 <u>75</u> in the United States and 8 internationally)	Since November 2015 under Kahala Franchising
NrGize Lifestyle Cafe	Cafes serving smoothies, fruit drinks and nutritional supplements	57 franchised units	From 2006 until March 2010 by Kahala Franchise Corp. and since August 2010 under Kahala Franchising
Pinkberry	Restaurants serving frozen yogurt, yogurt drinks, smoothies and frozen desserts	59-62 franchised units. 30 licensed units.	From July 2008 until April 2016 under Pinkberry Ventures, Inc. and since June 2016 under Kahala Franchising
Planet Smoothie	Restaurants serving smoothies, smoothie bowls, juices and , nutritional supplements, <u>baked goods, parfaits, sandwiches, and salads</u>	162-167 franchised units (154-160 in the United States and 8-7 internationally) Additionally, 2 Tasti D-Lite outlets	Since June 2016 under Kahala Franchising
Ranch One	Restaurants specializing in grilled and crispy breaded chicken sandwiches	2 franchised units	From 2001 until 2004 by Ranch *1 Group, Inc., from 2004 until March 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising

Brand Name	Type of Restaurant Business	Number of Units as of November 30, 2024 2025	Dates unit franchises began being offered by us or our affiliate
Samurai Sam's Teriyaki Grill	Restaurants serving Japanese rice bowls and noodle bowls	42 10 franchised units	From 2003 until 2004 by SP Franchising, Inc., from 2004 until March 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising
Surf City Squeeze	Juice bars serving smoothies, fruit drinks and nutritional supplements	62 franchised units (<u>59 in the United States and 3 internationally</u>) (plus 4 2 company-owned units)	From 1994 until 2004 by Malibu Smoothie Franchise Corp. and Surf City Squeeze Franchise Corp., from 2004 until March 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising
TacoTime	Restaurants serving freshly prepared Mexican food including burritos, tacos, quesadillas and nachos	222 212 franchised units (97 87 franchised in the United States and 125 internationally) (plus 2 company-owned units) Additionally, there are 78 licensed units.	From 2003 until 2004 by Taco Time International, Inc., from 2004 until March 2010 by Kahala Franchise Corp., and since August 2010 under Kahala Franchising

Brand Name	Type of Restaurant Business	Number of Units as of November 30, 2024 <u>2025</u>	Dates unit franchises began being offered by us or our affiliate
Extreme Pita	Restaurants serving wrap-style hot and cold pita and wrap sandwiches	1 franchised unit	From March 2001 to July 2014: The Extreme Pita Franchising USA, Inc.; since July 2014: MTY USA
Grabbagreen	Restaurants serving healthy food, juice, smoothies and related products	4 <u>3</u> franchised units	Since February 2018 under MTY USA
Ginger Sushi Boutique + Poke Shop	Restaurant serving a variety of sushi menu items and drinks	0 franchised units	From September 2015 under MTY USA
Mucho Burrito	Restaurants offering burritos, quesadillas, tacos, nachos, and other assorted food and drinks	1 <u>0</u> franchised units	From January 2010 under Mucho Burrito Franchising USA, Inc.; from March 2019 under MTY USA
Thai Express	Restaurant serving “Thai-style” foods and drinks	7 franchised units (5 <u>4</u> in the United States and 2 <u>3</u> internationally) (plus 2 <u>1</u> company-owned)	From February 2015 under MTY USA
La Diperie	Restaurant serving retail sale of an ice cream product and various dips and toppings	1 <u>2</u> franchised units	From April 2019 under MTY USA

Baja Fresh	Restaurant offering a limited menu featuring fresh high quality Mexican-style food products	69-70 franchised units (67 in the United States and 2-3 internationally) (plus 6-1 company-owned units)	October 2016 until July 2017 under Triune, LLC and since then under BFAH
La Salsa	Restaurant offering a limited menu featuring fresh high quality Mexican-style food products	5-4 franchised units	October 2016 under La Salsa Franchise, LLC
The Counter	Full service restaurant featuring build-your-own burgers, signature burgers, side dishes, sandwiches, and salads	9-7 franchised units (8-6 in the United States and 1 internationally) (plus 3-2 company-owned units)	December 2017 under CB Franchise Systems, LLC. Then from March 2019 under MTY USA
Built Custom Burgers	Fast casual restaurant featuring build-your-own burgers, signature burgers, side dishes, sandwiches, and salads	7-6 franchised units (3-2 in the United States and 4 internationally)	December 2017 under Built Franchise Systems, LLC. Then from March 2019 under MTY USA
sweetFrog	Restaurant offering frozen yogurt using a self-serve delivery format	216-213 franchised units (206-203 in the United States which include 9-7 licensed franchisees plus 10 internationally)	September 2018 under MTY USA
Manchu WOK	Quick service restaurant serving fast and fresh Chinese cuisine	15 franchised units	March 2015 under MTY USA
Ben & Florentine	Restaurant serving a superior breakfast & lunch experience	0 franchised units	December 2018 under MTY USA

Brand Name	Type of Restaurant Business	Number of Units as of November 30, 2024 2025	Dates unit franchises began being offered by us or our affiliate
Papa Murphy's	Retail food outlet serving primarily take and bake pizza	1,000 36 franchised units (1,001 965 in the United States and 35 internationally) plus 49 3 company-owned units	From May 2019 under Papa Murphy's International LLC

Brand Name	Type of Restaurant Business	Number of Units as of November 30, 2024 2025	Dates unit franchises began being offered by us or our affiliate
Famous Dave's	Restaurants specializing in authentic, down-home, genuine smoked barbecue	85-80 franchised units (77-70 in the United States and 8-10 internationally) plus 32-30 company-owned units	From March 1994 under Famous Dave's of America, Inc.
Village Inn	Restaurant specializing in pancakes, omelets, skillet, eggs, and other popular breakfast items	88-84 franchised units plus 26-25 company-owned units	From August 2020 under VI BrandCo, LLC
Barrio Queen	Restaurants specializing in authentic Southern Mexican	8 company-owned units	From March 2023 under BQ Concepts, LLC
Champps Kitchen + Bar	Sports theme restaurants that provide the public with high-quality food and beverage	2-1 franchised units plus 1 company-owned unit	From September 1999 to October 2008 under Champps Entertainment, Inc. and From August 2023 under BQ Concepts, LLC
Sauce Pizza / Wine	Restaurants serving wood-fired pizzas, a variety of pasta dishes, and salads	13 company-owned units	March 2024

Brand Name	Type of Restaurant Business	Number of Units as of November 30, 2024 2025	Dates unit franchises began being offered by us or our affiliate
Wetzel's Pretzels	Restaurant specializing in hand-rolled fresh-baked soft pretzels	406-455 franchised units (389-423 in the United States and 17-32 internationally) plus 36-35 company-owned units	From April 1996 under Wetzel's Pretzels, LLC

The name and address of our agent for service of process in this State is stated in Exhibit A-2 to this disclosure document. None of these entities offers franchises in any line of business or supplies any of our franchisees with any products or services.

We have been offering franchises since April 1996. Our management began operating a business

similar to the franchised business in November 1994. In 2022, we began offering a WETZEL'S PRETZELS® franchise with an expanded menu of offerings. We also may sell frozen products at wholesale to selected food service accounts for on-site consumption and/or license the sale of frozen pretzels. In some instances, we may also sublease premises to WETZEL'S PRETZELS franchisees. We have never sold another type of franchise.

The business you will operate under the Franchise Agreement (attached as Exhibit C) is either a Bakery (defined in the Franchise Agreement) or a Concession Truck or Trailer (defined in the Franchise Agreement). A "Bakery" may be designated as a Non-Street-Front Bakery or a Street-Front Bakery, each as defined in the Franchise Agreement. The term "Bakery" includes locations that operate as a WETZEL'S PRETZELS bakery including those that operate as a streetside bakery. Unless we specify otherwise, we will use the term "Franchised Business" to refer to your Bakery or Concession Truck or Trailer. Your Franchised Business will sell hand-rolled fresh-baked soft pretzels to the public through a ~~retail outlet Bakery~~ or through a self-contained mobile truck or trailer in which you produce a limited menu of hand-rolled fresh- baked soft pretzels (a Concession Truck or Trailer).

You may be required to offer products for sale on a delivery and take-out basis. You may not engage in delivery and/or off-premises sales of products or services to customers, either directly or through third parties, except as expressly permitted by us in writing. We have the right to prescribe all rules relating to delivery of products to customers ("Delivery"), including the boundaries of delivery areas, any related marketing materials, and the manner in which Delivery orders are placed. We may require you to provide Delivery services. We may also require you to participate in Delivery programs, either through or in partnership with third parties, us or independently. We can change the delivery area or make other adjustments to a franchisee's Delivery services for any reason, and we can revoke a franchisee's right to provide Delivery at any time.

If you operate a WETZEL'S PRETZELS Bakery within a mall, then with your lessor's consent, you may also sign an addendum allowing you to operate a Remote Mobile Unit within your Protected Area.

The market for a WETZEL'S PRETZELS Non-Street-Front Bakery will consist of shoppers in ~~in shopping malls or other busy pedestrian magnets~~ center-based retail shopping centers, malls, and other multi-tenant retail properties designed to function as a single shopping destination, encompassing both enclosed and open-air retail formats, with shared parking fields or structures, common walkways, plazas, or interior corridors, and may include food courts, seating areas, restrooms, event spaces, and non-traditional foodservice venues, including, without limitation, Walmart®, Target®, or other types of big box stores, lifestyle centers, airports, amusement parks, sports or entertainment venues, train stations, travel plazas, toll roads, cafeterias, convenience stores, military bases, hospitals, office buildings, gas stations, movie theaters, hotels, casinos, and high school or college campuses, with anticipated high foot traffic. The market for a WETZEL'S PRETZELS Street-Front Bakery may include locations in freestanding buildings or inline or end-cap spaces within retail, mixed-use, or commercial developments or strip malls, or drive-through-only locations, that are directly accessible to the general public from a public or private right-of-way, sidewalk, parking area, or common pedestrian area, and that are not determined by us, in our sole and absolute discretion, to be a Non-Street-Front Bakery. The market for quick service restaurants and bakeries is highly competitive and fragmented. A Bakery that is co-branded into another brand restaurant or store of one of our affiliates may be designated as a Non-Street-Front Bakery or Street-Front Bakery at our sole and absolute discretion. In addition to the competitors described

~~above, a WETZEL'S PRETZELS Bakery, whether a Non-Street-Front Bakery or Street-Front Bakery, will compete with national, regional, and local competitors encompassing with anticipated high foot traffic. The market for WETZEL'S PRETZELS Bakery may also include streetside locations in Power Centers, Shopping Centers or Strip Centers, locations, and that are not determined by us, in our sole and absolute discretion, to be Non Street Front Bakeries. typically anchored by retailers such as Target, Walmart, Lowe's, Kohls, Ross, TJ Maxx, Old Navy, regional grocers, movie theaters and accompanied by other quick service restaurants and businesses. Many of these off-mall locations are typically not driven by on-site pedestrian foot traffic, but by vehicular traffic. The market for quick service restaurants and bakeries is highly competitive and fragmented. In addition to the competitors described above, a WETZEL'S PRETZELS Bakery, including the off-mall or streetside locations, will compete with national, regional and local competition including company owned and franchised chains as well as independently owned restaurants. Your business will be largely dependent upon foot traffic generated by other retail outlets in the place where your Bakery is located. If you operate a Concession Truck or Trailer, your Concession Truck or Trailer will operate within a specified area (referred to as a Mobile Area or a Protected Area). Your Concession Truck or Trailer will be largely dependent upon foot traffic generated near your Concession Truck or Trailer. Your primary competitors will be members of other national, regional or local competition including company owned and franchised chains that specialize in soft pretzels. Some competition is also presented by frozen soft pretzel dough sold in supermarkets.~~

Your Bakery may be impacted by many factors including the local economic and market conditions, your experience and restaurant knowledge, the geographic location of your business, your market competition, the sales level you reach and your ability to retain customers.

Affiliates of franchisor may provide administrative, legal, IT and accounting services to franchisor.

You must comply with all federal, state, and local laws that regulate commerce in general, and the food service industry in particular. In addition to laws and regulations that apply to businesses and restaurant operations generally, your franchised business is subject to: (i) federal, state, and local health codes regarding health, sanitation, and food safety; and (ii) menu labeling and nutrition laws.

ITEM 2: BUSINESS EXPERIENCE

References to titles and positions for the persons listed in this Item 2 may be assigned to MTY, MTY Canada, MTY USA, or any one or more affiliated companies.

Chief Executive Officer: Eric Lefebvre

Mr. Lefebvre was promoted and became the Chief Executive Officer of MTY effective November 2018. Prior to that, Mr. Lefebvre was the Chief Financial Officer of MTY since June 2012, and was Vice President of Finance of MTY from November 2009 until June 2012.

Chief Financial Officer: Renee St-Onge

Ms. St-Onge was promoted to Chief Financial Officer of MTY effective November 2018. Prior to that,

Ms. St-Onge was with MTY as Controller since 2012.

Chief Operating Officer: Jeff Smit

Mr. Smit has been the Chief Operating Officer of Kahala Brands since June 2009 and has been a Director of MTY USA since November 2018. Prior to that, Mr. Smit was the Blimpie Brand President from November 2007 until December 2010 and the Sr. Vice President of Operations for Cold Stone Creamery from February 2005 to December 2007.

Chief Legal Officer: Jenny Moody

Ms. Moody has been with the Kahala Brands' Legal department since June 2010. In August 2012 she was named Corporate Counsel, in September 2013 International Counsel, in September 2016 Deputy General Counsel, and in November 2019 General Counsel. In August 2023, Ms. Moody assumed her current role.

Franchise Sales

Senior Vice President of Development: John Wuycheck

Mr. Wuycheck has served as Kahala Brands' Senior Vice President of Development since September 2014. In this role, Mr. Wuycheck oversees franchise development for Kahala Brands' portfolio, including Wetzel's Pretzels.

Head of Development – Wetzel's Pretzels: Jon Fischer

Mr. Fischer serves as our Head of Development at Wetzel's Pretzels as of March 2023. Previously, Mr. Fischer served as the Wetzel's Pretzels' Chief Development Officer from October 2019. In his role, Mr. Fischer ~~is responsible for~~ helps oversee Wetzel's Pretzels franchise development, ~~including real estate development for franchised outlets.~~ Prior to that, Mr. Fischer held a variety of Vice-President positions, including in real estate and development, at Papa Murphy's International from August 2014 to October 2019. Mr. Fischer plans to retire in 2026.

Sr. Director of Franchise Sales: Adam Lueras

Mr. Lueras became the Director of Franchise Sales for Wetzel's Pretzels effective March 2020 and was promoted to Sr. Director of Franchise Sales in February 2023. Mr. Lueras previously served as a Franchise Development Director with Jackson Hewitt Tax Service in Jersey City, New Jersey from March 2019 through November 2019. Prior to that Mr. Lueras served as a Franchise Development Director with Wyndham Hotel Group in Parsippany, New Jersey from March 2016 through July 2018. Prior to that, Mr. Lueras served as a National Sales Manager with Avalara Software in Seattle, Washington from February 2014 through March 2016.

Director of Franchise Sales – Non-Traditional: Ross Duggal

Mr. Duggal became the Director of Franchise Sales – Non-Traditional for Wetzel's Pretzels effective July 2022. Mr. Duggal previously served as the Senior Director of Business Development for OLM Foods

served as Office Manager and Executive Assistant for Extreme Pita from April 2011 until October 2016.

Manager of Franchise Development: Marilyn Bower

Ms. Bower joined Kahala Brands as a Franchise Development Manager in February 2025. Previously, she held similar roles at Gold Spectrum and SunMed from 2022 through 2024. Prior to that, Ms. Bower was a Customer Service Representative with Farmers Insurance Agency in Bradenton, Florida from 2020 through 2022.

Vice President of Non-Trad Franchise Development US and International: Sam Arif

Mr. Arif has held this current role since November 1, 2025. Prior to this, he co-founded the La Diperie brand in 2014 and served as VP of La Diperie from 2016 until October 31, 2025.

ITEM 3: LITIGATION

LITIGATION INVOLVING FRANCHISOR, PREDECESSORS, AND AFFILIATES

Concluded Arbitration and Litigation Involving The Extreme Pita Franchising USA, Inc. predecessor in interest to MTY Franchising USA, Inc.

Purav Enterprises, L.L.C., Balwant Bahia, and Paramjit Samra v. The Extreme Pita Franchising USA, Inc., EP Development, Inc., and Feisal Ramjee; Superior Court of the State of Washington for King County; Case No. 15-2-15120-7.

On June 22, 2015, Purav Enterprises, L.L.C., Balwant Bahia, and Paramjit Samra (collectively “Plaintiffs”), filed a complaint against The Extreme Pita Franchising USA, Inc., EP Development, Inc., and Feisal Ramjee (collectively “Defendants”). Plaintiffs alleged: (i) violations under the Franchise Investment Protection Act in the State of Washington (“FIPA”); (ii) misrepresentation by the Area Developer of the financial performance of the franchise, omissions of mandatory and material information and inherently misleading information that were material factors in the Plaintiff’s purchase of the franchise; and (iii) the Area Developer was not a registered broker in the State of Washington. Plaintiffs sought: (i) rescission of the franchise agreement, the corresponding personal guarantee and related agreements; (ii) treble damages under FIPA; and (iii) costs and attorney’s fees. The parties entered into a settlement agreement on March 11, 2016, in which Defendants paid Plaintiffs the sum of \$20,000. The matter was dismissed on March 16, 2016.

Concluded Arbitration and Litigation Involving Kahala Franchising, L.L.C.

KOHO, Inc. v. Kahala Franchising, L.L.C.; Superior Court of the State of California for the County of Los Angeles; Case No.: BC572565.

On or about February 17, 2015, Koho, Inc. (“Koho”) filed a Complaint against Kahala Franchising, L.L.C. (“Kahala”) alleging: (i) breach of contract; (ii) unjust enrichment; and (iii) declaratory relief. Koho sought: (i) no less than \$540,000 in special and general damages; (ii) litigation costs; (iii) prejudgment interest;

(iv) reasonable attorney's fees; and (v) declaratory relief. On or about May 5, 2015, Kahala filed a Cross-Complaint against Koho; Heeyong Kyle Chung; and Hannah Kim; alleging: (i) breach of contract; (ii) unjust enrichment; (iii) disgorgement and restitution; (iv) fraud-deceit and concealment; (v) negligent misrepresentation; (vi) conversion; (vii) negligence; and (viii) declaratory relief. Kahala sought: (i) breach of contract damages in amount according to proof; (ii) disgorgement and restitution on Unjust Enrichment cause of action; (iii) judicial determination that Kahala is permitted and entitled to set off amounts owed to it by Koho with funds in its possession which would otherwise have been due Koho; (iv) costs; (v) attorneys' fees; (vi) punitive damages; and (vii) prejudgment interest; (viii) any other relief the Court deems just and proper. On or about June 15, 2015, Koho filed a Notice of Hearing on Demurrer and Demurrer to Kahala's Cross-Complaint; Memorandum of Points and Authorities; Declaration of Daniel D. Hoffman and Exhibits in Support Thereof. Koho filed its Notice of Motion and Motion to Strike Certain Portions of Kahala's Cross Complaint; Memorandum of Points and Authorities on June 17, 2015. On October 16, 2015, the Court overruled Koho's Demurrer to Kahala's Cross Complaint in its entirety and denied their motion to strike Kahala's punitive damages claims; the Court sustained the Demurrer as to Hannah Kim. Mediation was held on May 3, 2016, which failed to yield a settlement between the two parties. On May 5, 2016, Kahala dismissed the claims against Koho and Kyle Chung because they satisfied the debts owed to Kahala, and, therefore, the claims were moot. Hannah Kim was subsequently awarded attorney's fees on June 15, 2016, in the amount of \$10,233. A bench trial commenced on June 15, 2016, and ended on June 16, 2016. Upon the conclusion of Koho's case, Kahala presented its case-in-chief and moved for judgment pursuant to Code of Civil Procedure section 631.8. The Court granted Kahala's Judgment as Koho failed to establish the requisite elements of "breach" and "damages" on the three causes of action asserted in the Complaint. On July 18, 2016, the Court awarded Kahala attorneys' fees in the amount of \$205,000. On September 22, 2016, Koho filed a Notice of Filing of Notice of Appeal and requested that Kahala participate in a mediation to resolve the outstanding award to Kahala. Koho failed to post an appeal bond. On February 13, 2017, Kahala commenced its self-help pursuant to Section 8(i) and (j) of the ARA and began withholding 100% of the Area Representative fees to which Koho would have otherwise been entitled. On June 19, 2017, the parties entered into a settlement agreement whereby Kahala repurchased Koho's Area Developer territory for the sum of \$75,000 and forgave the remaining damages owed in the amount of \$130,000.

Texas Nrgize #1, Inc. v. Kahala Franchising, L.L.C. and Kahala Holdings, L.L.C.; 67th Judicial District Court, Tarrant County, Texas; Civil Action No.: 067-272652-14 subsequently removed to United States District Court for the Northern District of Texas; Case No.: 4:14-cv-544-Y.

~~On or about June 18, 2014, Texas Nrgize #1, Inc., an Nrgize franchisee ("Plaintiff"), filed a Petition and Request for Disclosure against Kahala Franchise Corp and Kahala Holdings, L.L.C. (collectively "Defendants") alleging (i) violations of the Texas Business Opportunities Act, Tex. Bus. & Comm. Code §§ 51.001 and the Texas Deceptive Trade Practices Consumer Protection Act, Tex. Bus. & Comm. Code §17.46, and (ii) Breach of Contract and Warranties. Plaintiff sought: (i) economic damages in excess of \$200,000, plus treble damages and pre- and post-judgment interest at the maximum rates allowed by law; (ii) attorneys' fees and costs; and (iii) such other relief to which the Plaintiff may be justly entitled. On July 16, 2014, Defendants filed a Notice of Removal to the United States District Court for the Northern District of Texas. On July 24, 2014, the judge executed the Order Granting the Unopposed Motion to Substitute Parties and Changing Case Style. Kahala Franchising, L.L.C. ("Defendant") was substituted~~

~~in as a defendant instead of Kahala Franchise Corp. On July 28, 2014, Defendant filed a Motion to Transfer Pursuant to 28 U.S.C. §1404(A) and Brief in Support. This motion sought an order to transfer the litigation to the United States District Court for the District of Arizona pursuant to the parties' forum selection clause contained in the franchise agreement. On August 1, 2014, Defendant filed its Answer, Counterclaim and Third Party Claim. The Counterclaim was against Plaintiff and the Third Party Claim was filed against Duane W. Martin, Argentina Saldivar, and Margena Wood ("Third Party Defendants"). Defendant alleged: (i) Breach of Franchise Agreement against Plaintiff, and (ii) Breach of Guaranty against Third Party Defendants. Defendant sought: (i) judgment against Plaintiff and the Third Party Defendants in an amount to be proven at trial; (ii) attorneys' fees; (iii) costs pursuant to A.R.S. §§12-341 and 12-341.01 and the parties' contractual agreements; and (iv) any other relief the Court deemed fit. Plaintiff filed its Response to Defendant's Motion to Transfer Pursuant to 28 U.S.C. §1404(A) and Brief in Support on August 18, 2014, then filed its Answer to Defendant's Counterclaim on August 22, 2014. On August 28, 2014, Defendant filed its Reply in Support of Motion to Transfer Pursuant to 28 U.S.C. § 1404(A) and Brief in Support. On September 24, 2014, the United States District Court for the Northern District of Texas Court requested that each party submit a supplemental brief to benefit the Court in resolving the Defendant's Motion to Transfer. Mediation was held on September 29, 2014, but the parties failed to come to an agreement. On October 17, 2014, Third Party Defendants filed their Answer and Counterclaim. Third Party Defendants alleged: (i) violations of the Texas Business Opportunities Act, Tex. Bus. & Comm. Code §§ 51.001 and the Texas Deceptive Trade Practices Consumer Protection Act, Tex. Bus. & Comm. Code §17.46, and (ii) breach of contract and warranties. Third Party Defendants sought: (i) economic damages in excess of \$200,000, plus treble damages under the Code and pre- and post judgment interest at the maximum rates allowed by law; (ii) attorney's fees; (iii) costs; and (iv) any other general or special relief that the Court deemed fit. On October 24, 2014, Defendant filed its Supplemental Briefing In Support of Its Motion to Transfer Pursuant to 28 U.S.C. §1404(A). On November 10, 2014, Defendant filed its Answer to the Third Party Counterclaims. On November 13, 2014, Defendant filed its Notice of Dismissal Without Prejudice as to Third Party Defendant Argentina Saldivar only. On November 14, 2014, Plaintiff filed its Response to Defendant's Supplemental Briefing In Support of Their Motion to Transfer Pursuant to 28 U.S.C. §1404(A). On November 26, 2014, Defendant filed its Reply to Plaintiff's Response to Defendant's Supplemental Briefing in Support of Its Motion to Transfer Pursuant to 28 U.S.C. §1404(A). On February 24, 2015, the Court granted Defendant's Motion to Transfer the case to the United States District Court of the District of Arizona; Phoenix Division; Case No.: CV15-0337 PHX DGC. In April 2015, Plaintiff moved to compel arbitration which was ultimately denied by the Court. The parties participated in a mediation in August 2015 which was unsuccessful. In December 2015, the parties executed a settlement agreement in which Defendant paid Plaintiff the sum of \$35,000. The parties filed a Stipulation to Dismiss With Prejudice on December 18, 2015.~~

Concluded Arbitration and Litigation Involving SFF, L.L.C., successor in interest to SweetFrog Enterprises, L.L.C.

~~Urquieta Sweet Frog, L.L.C. and Ana Urquieta v. SweetFrog Enterprises, L.L.C. d/b/a SFF, L.L.C., American Arbitration Association; Case No. 01-14-0001-8086.~~

~~On December 23, 2014, Urquieta Sweet Frog, L.L.C. and Ana Urquieta, a former sweetFrog franchisee~~

and its owner (collectively “Plaintiffs”), filed a Demand for Arbitration against SweetFrog Enterprises, LLC (“Defendant”). Plaintiffs alleged: (i) Defendant engaged in fraud; (ii) unfair practices; and (iii) deceptive actions. On February 2, 2015, Defendant timely filed an Answer and Counterclaim and denied all allegations, and further asserted a counterclaim against Plaintiffs for unpaid royalties. This matter was settled in December of 2015. Under the settlement, Defendant agreed to pay Plaintiffs \$300,000 and the parties executed mutual releases.

SFF, L.L.C. v. Carmel Village Yogurt Company L.L.C.; City of Richmond, Virginia Circuit Court; Case No. CL16-3927.

On August 29, 2016, SFF, L.L.C. (“Plaintiff”) filed a lawsuit against three sweetFrog franchisee entities, Carmel Village Yogurt Company L.L.C. (“Defendant Carmel YC”), Huntersville Yogurt Company, L.L.C. (“Defendant Huntersville YC”), and Mooresville Yogurt Co, L.L.C. (“Defendant Mooresville YC”), and their main member, Steve Anto (“Defendant Anto”); (all named Defendants collectively referred to as, “Anto Defendants”). Plaintiff alleged: (i) Defendant Carmel YC breached its franchise agreement through its unauthorized closure of its franchised shop; and (ii) as a result of the breach, Plaintiff had the contractual right to terminate Defendant Carmel YC’s franchise agreement and cross terminate the franchise agreements of Defendant Huntersville YC and Defendant Mooresville YC. Plaintiff sought: (i) declaratory judgment that the three franchise agreements had terminated; (ii) specific performance of the Anto Defendants’ post-termination obligations; (iii) damages for past due fees; (iv) lost future royalties in excess of \$116,000; and (v) recovery of its attorneys’ fees. In response to Plaintiff’s complaint, Anto Defendants denied Plaintiff’s claims and asserted counterclaims against Plaintiff and alleged: (i) Defendant Carmel YC’s franchise agreement was unenforceable and, alternatively, that Plaintiff was in breach of Defendant Carmel YC’s franchise agreement due to Plaintiff’s allowance of another franchisee to open a shop within three miles of Defendant Carmel YC’s shop. Anto Defendants sought: (i) a declaratory judgment that they were not in default of their franchise agreements; (ii) damages of not less than \$425,000; and (iii) recovery of their attorneys’ fees. Plaintiff denied Anto Defendants’ claims and filed a demurrer and pleas in bar seeking to have those claims dismissed. Prior to the court hearing and ruling on Plaintiff’s motion, the parties entered into an agreement pursuant to which: (i) the parties acknowledged the valid termination of Defendant Carmel YC’s franchise agreement; (ii) Defendant Carmel YC transferred the assets of its business to Plaintiff and Plaintiff paid Defendant Carmel YC \$25,000; (iii) Plaintiff reinstated Defendant Huntersville YC’s and Defendant Mooresville YC’s terminated franchise agreements; and (iv) Plaintiff granted Defendant Anto the right to develop a new sweetFrog shop at a mutually acceptable location on or before November 8, 2018. The case was dismissed with prejudice on December 15, 2016.

Concluded Arbitration and Litigation Involving Fresh Enterprises, L.L.C. successor in interest to BF Acquisition, L.L.C.

Fresh Enterprises, L.L.C. v. Ledang Investment Group, L.L.C., Vincent Tienn Le, Ho Tien Le and Hue Thi Dang Superior Court of the State of California, County of Santa Clara, Case No. 1-13-CV-257219.

On July 2, 2013, Fresh Enterprises, L.L.C., as successor in interest to Baja Fresh Westlake Village, Inc. (“Plaintiff”), filed a complaint against Ledang Investment Group, L.L.C.; Vincent Tien Le, Ho Tien Le and Hue Thi Dang (collectively “Defendants Ledang” or “Cross Claimants Ledang”) for: (i) implied

~~indemnity; (ii) equitable indemnity; (iii) express indemnity; (iv) breach of contract; (v) declaratory relief seeking unspecified damages; (vi) indemnification; (viii) a judgment of unlawful detainer; and (ix) declaration that Defendants Ladang were obligated to reimburse Plaintiff for various expenses. On January 6, 2014, Cross Claimants Ledang filed a Cross Complaint against Plaintiff, Baja Fresh Westlake Village, LLC, Triune Corporation and National Franchise Sales, Inc. (collectively “Counter Defendants”) for: (i) breach of contract; (ii) breach of covenant of good faith and fair dealing; (iii) negligent misrepresentation; and (iv) intentional misrepresentation. On February 19, 2014, Counter Defendants filed a Motion to Compel Arbitration, which was granted. The disputes between the parties were then arbitrated before the American Arbitration Association (Case Number 72-20-1400-0126). On February 2, 2015, the Arbitrator issued an award in favor of Cross Claimants Ledang in the amount of \$660,620.84. The parties entered into a Settlement and Release Agreement on July 20, 2015, under which Counter Defendants paid the Cross Claimants Ledang the sum of \$585,000 and the matter was dismissed with prejudice.~~

Concluded Arbitration and Litigation Involving Famous Dave’s of America, Inc.

Desert Ribs, L.L.C., Famous Gracie, L.L.C., Famous Freddie, L.L.C., Famous George, L.L.C. and Famous Charlie, L.L.C. v. Famous Dave’s of America, Inc., American Arbitration Association, Minneapolis, Minnesota, Case No. 01 16 0000 8549.

On March 14, 2016, the franchisees for the Famous Dave’s® Restaurants in Chandler, Peoria, Mesa and Gilbert, Arizona (“Claimants”) filed a Demand for Arbitration against Famous Dave’s alleging that Famous Dave’s (1) violated the Minnesota Franchise Act (“MFA”), (2) breached the implied covenant of good faith and fair dealing under the Famous Dave’s® Franchise Agreements with Claimants (the “Franchise Agreements”), and (3) breached certain express provisions of the Franchise Agreements. Claimants sought damages of \$2,984,098, and a permanent injunction prohibiting Famous Dave’s from engaging in discriminatory conduct in violation of the MFA. On July 20, 2016, the arbitrators ruled in partial favor of the pre-hearing motion filed by Famous Dave’s by dismissing Claimants’ MFA claims against Famous Dave’s. Upon the dismissal of the MFA claims, Claimants voluntarily dismissed their remaining claims against Famous Dave’s and entered into a confidential settlement agreement and mutual release (the “Settlement Agreement”), dated August 22, 2016, with Famous Dave’s. The Settlement Agreement included the following material terms: (i) the territorial rights granted to Claimants in the Franchise Agreements were modified; (ii) the managing member of Claimants (the “Consultant”) entered into a consulting agreement with Famous Dave’s that provided for the design, development and build-out of a counter-service/line-service prototype barbecue restaurant concept (the “Prototype”) and the payment of a consulting fee of \$410,000 to the Consultant in installments over a three-year period; and (iii) Claimants entered into a right of first offer agreement with Famous Dave’s granting to a Claimant the first right to enter into an area development agreement with Famous Dave’s for the development of seven Prototype restaurants in a reserved territory in Arizona.

Famous Dave’s of America, Inc. v. Allan Gantes; John Gantes; M Mart 1, LLC; Kurt Schneider; Shoreline FD Investors, L.L.C.; SR El Centro FD, Inc. SR Long Beach FD, Inc.; SR Palmdale FD, Inc.; SR Restaurant Holdings Group, Inc.; SR Simi Valley FD, Inc.; SR Tracey FD, Inc.; Superior Court of the State of California, County of Los Angeles, Central Division, Case No. BC589329.

On July 24, 2015, Famous Dave’s of America, Inc. filed a lawsuit against Allan Gantes; John Gantes; M Mart 1, L.L.C.; Kurt Schneider; Shoreline FD Investors, LLC; SR El Centro FD, Inc.; SR Long Beach FD,

In February 2012, the State of Maryland alleged that during the period January 1, 2009 to November 26, 2009, Triune, LLC (“Triune”): (i) did not retain signed acknowledgements of receipt reflecting the dates that its Franchise Disclosure Document was delivered to certain Maryland residents and non-residents; (ii) sold franchises to certain Maryland residents and non-residents without providing them with a copy of a 2009 Franchise Disclosure Document; (iii) sold franchises to certain Maryland residents and non-residents without providing them with a copy of a 2009 Franchise Disclosure Document that contained its 2008 financial statements with a going concern note from its auditors resulting from the unfavorable financial condition of its parent company; and (iv) sold franchises to certain Maryland residents and non-residents without including, or abiding with, a deferral condition in their Franchise Agreements that was imposed upon it by the State of Maryland, all as required by the Maryland Franchise Registration and Disclosure Law (the “Maryland Law”) and in violation of the Maryland Law. Without admitting or denying the allegations, in September 2012, Triune voluntarily entered into a Consent Order with the Office of the Attorney General of Maryland and agreed to: (i) not violate the Maryland Law in the future; (ii) pay the Office of the Attorney General the sum of \$50,000 as a civil penalty; (iii) retain copies of all acknowledgments of receipt confirming dates that prospective Maryland franchisees received any Maryland Franchise Disclosure Documents; (iv) comply with the disclosure and antifraud provisions of the Maryland Franchise Law and the record keeping and escrow requirements of the Code of Maryland Regulations; and (v) send a copy of the Consent Order to certain Maryland franchisees.

State of Virginia Determination; Case Number SEC-2012-00027.

In February 2012, the Division of Securities and Retail Franchising of the State Corporation Commission (the "Commission") alleged that during 2009 Triune, LLC (“Triune”): (i) offered or sold franchises in Virginia in 2009 that were not registered under the Virginia Retail Franchising Act (the “Virginia Act”); (ii) offered or sold franchises in Virginia without disclosing that it was not registered to do so; (iii) failed to provide material information regarding the parent company’s unfavorable financial condition and the potential impact that it could have on Triune as stated in a going concern note in its 2008 financial statements from its auditors; and (iv) failed to provide a prospective franchisee with a copy of its Franchise Disclosure Document as required by rule or order of the Commission at least 14 calendar days before the prospective franchisee signed a binding agreement or made any payment to it in connection with the sale or offer to sell a franchise in Virginia. Without admitting or denying the allegations, on November 26, 2012, Triune voluntarily entered into a Settlement Order with the Commission and agreed: (i) to not violate the Virginia Act in the future; (ii) to pay Virginia the sum of \$25,000 as a penalty and the sum of \$5,000 to defray the Commission’s costs of investigation; (iii) to offer certain Virginia franchisees a refund of their initial franchise fees; and (iv) to send a copy of the Settlement Order to certain Virginia franchisees.

Lawsuits Filed by Franchisor Kahala Franchising, L.L.C. Against Franchisees During Fiscal Year December 1, 2024~~3~~ through November 30, 2025~~4~~

Suit for Breach of Contract

Kahala Franchising, L.L.C. v. Golden Enterprises, Inc.; DBH Associates, LP, Deseret Sales, Inc., Randy Herzog, Laurie Herzog, Amy Wilson, Rob Wilson, Clare Hunter, Deobrah Hunter; United States District Court in and for the Eastern District of Washington; Case No.: 2:25-cv-00426.Kahala Franchising, L.L.C.

~~*v. All About Food, Inc. and Chu Yup Lee a/k/a Michale Lee; In the Circuit Court of the Nineteenth Judicial Circuit Lake County, Illinois; Case No.: 2024LA00000001.*~~

Kahala Franchising, L.L.C. v. Mid Valley Foods, Inc., Candyce Dilbeck, Steve Hopkins, Gegory M. Hopkins; United States District Court in and for the District of Arizona; Case No.: 2:25-cv-04166-KML.

Suit for Federal Trademark Infringement, Lanham Act, 15 U.S.C. §1124; Common Law Trademark Infringement; Federal Unfair Competition, Lanham Act, 15 U.S. C. §1125; Common Law Unfair Competition; Breach of Contract; Unjust Enrichment; Audit Demand/Accounting

Kahala Franchising, L.L.C. v. Byron Washington and Bram Berg; United States District Court for the Southern District of New York; Case No.: 1:25-cv-06392.

Suit for Foreible Entry and Detainer

Cold Stone Creamery Leasing Company, Inc. v. JRF, Inc.; Iowa Distriet Court for Dallas County; Case No.: SCSC050015.

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this franchise disclosure document.

ITEM 5: INITIAL FEES

Initial Franchise Fee – Bakeries

When you sign a franchise agreement for a Bakery, you will pay us the initial franchise fee in cash or other form of payment that will make the funds immediately available to us (such as wire transfer or cashier's check). The initial franchise fee for a WETZEL'S PRETZELS Bakery is \$40,000.

The initial franchise fee is generally uniform to all franchisees, except that Wetzel's Pretzels may waive or reduce the initial franchise fee for appropriate business reasons, in our sole discretion, including based on location, format, adding it or cobranding with an affiliate location, or other circumstances of the Bakery. ~~for franchisees who operate their franchises in non-traditional locations such as convenience stores, travel plazas or Walmart locations. For example, Wetzel's Pretzels is testing the viability of Bakeries operating from colleges, military bases, universities and airports, where the franchise fee and~~ In such cases, the fee and agreement terms may vary. We may change or withdraw these programs at any time. In the past, Wetzel's Pretzels has offered franchises at lower and varying initial fees and may continue to do so in the future. Typically, for franchise bakeries Bakeries where we approve a reduced initial franchise fee in non-traditional locations, the initial franchise fee has been ranged from \$20 ~~15,000 to \$25,000, depending on the type of non-traditional location, format, and other circumstances.~~

Veteran's and Active-Duty Military Discount. If you provide acceptable documentation that you have received an honorable discharge from the U.S. Army, U.S. Navy, U.S. Marine Corps., U.S. Air Force or U.S. Coast Guard or if you are currently serving in any of the U.S. armed forces, and if you meet our program requirements, we offer a discount of 25% off of the initial franchise fee.

First Responder's Discount. If you are currently employed as a police officer, fire fighter or emergency medical technician/paramedic or was employed in that role and honorably discharged within the previous five years, and if you meet our program requirements and provide acceptable documentation, we offer a discount of 25% off of the initial franchise fee.

Existing Franchisee Discount. If you are a current franchisee of ours, are in good standing with us and meet our program requirements, we offer a discount of 25% off the initial franchise fee.

~~*Minority and Women's Ownership Discount.* For eligible women and minority owners, we offer a discount of 25% off the initial franchisee fee. To qualify for the discount, you must meet our then current criteria, which currently include: being a U.S. Citizen; owning not less than 51% of the franchise entity; holding 100% of the voting interest in the franchise entity, and actively managing the day-to-day business of the franchise (see Item 15 for requirements on management).~~

The above discounts apply to certain purchases, as described above, and cannot be combined. If a discount applies, only one will applied to the initial franchise fee, even if you qualify for more than one discount (Veteran's and Active-Duty Military Discount, First Responder's Discount, and Existing Franchisee Discount ~~and Minority and Women's Ownership Discount~~).

Initial Franchise Fee – Concession Truck or Trailer

If you will operate your franchise from a Concession Truck or Trailer, then the initial franchise fee is \$7,500 to be paid in cash or other form of payment that will make the funds immediately available to us (such as wire transfer or cashier's check). Currently, we do not offer discounts for subsequent Concession Trucks or Trailers. The initial franchise fee is generally uniform to all franchisees who will operate their franchises from Concession Trucks or Trailers, except that Wetzel's Pretzels may waive or reduce the initial franchise fee for appropriate business reasons, in our sole discretion.

If you wish to add an additional Concession Truck or Trailer to be operated within the Mobile Area assigned to you (see Item 12 for more information about Mobile Areas), which will require our consent, you will pay an additional Concession Truck or Trailer Fee of \$5,000 per each additional Concession Truck or Trailer to be operated within the Mobile Area; there are no additional discounts on this fee.

Lease Review Fee (Bakeries Only)

When you sign a franchise agreement for a Bakery, you will pay us a fee ranging between \$3,500 and \$7,000 for the review of your lease; the fee will depend on the complexity of the lease and will be determined in our sole discretion. In the event that your lease is thereafter renewed or materially amended, you will pay us a fee of \$5,000 for reviewing the renewal or amendment of your lease. The lease review fees (for an initial lease, renewal or amendment) must be paid to us prior to your execution of the same with the landlord. The review of your lease may be performed by us or a third-party vendor we hire. There is no lease review fee for a Concession Truck or Trailer. The review of your lease is not a guaranty that your Bakery will be successful at that location. The lease review is performed solely for the purpose of ensuring that your lease meets our minimum requirements for a lease for a Bakery. A copy of the Lease Review and/or Negotiation Agreement and Release is attached to the Franchise Agreement at Attachment 11.

Pre-Opening Purchases (Bakeries and Concession Trucks or Trailers)

Before opening your Franchised Business, you will purchase items such as grand opening banners and balloons, pan liners, name tags and job application forms from us. For WETZEL'S PRETZELS Bakeries or Concessions Trucks or Trailers, the total cost of all such items is unlikely to exceed \$5,000. For WETZEL'S PRETZELS Bakeries you are required to pay a Grand Opening Advertising fee of \$3,000 for a Non-Street-Front Bakery located in a mall, or \$5,000 for a Street-Front Bakery, a Bakery co-branded into another brand restaurant or store of one of our affiliates, and all other Bakery locations; provided, however, that we may reduce the \$5,000 Grand Opening Advertising fee to \$3,000 in our sole discretion based on the location, format, or other circumstances of the Franchised Business, payable to us on the earlier of (i) prior to your executing a lease for the premises where the Franchised Business will be located, or (ii) prior to construction commencing at the premises where the Franchised Business will be located. We or our designated affiliate will create a marketing plan for (i) a grand opening event at your Franchised Business, and (ii) the initial advertising of your Franchised Business, and will work with you to obtain your input on the marketing plan. We or our designated affiliate will use the Grand Opening Advertising fee to pay for the grand opening and initial advertising, but may, in our sole discretion, reimburse you for some local store marketing expenses that you pay if you received our prior approval and we received your reimbursement request within six (6) months after the opening of your Franchised Business to the public. The Grand Opening Advertising fee should be used within six (6) months after the opening of your Franchised Business to the public. However, if a portion of the Grand Opening Advertising fee is not used within those six (6) months, we may, in our sole discretion and without prior notice, transfer the remaining portion of the Grand Opening Advertising fee after six (6) months from the opening of your Franchised Business to the public to the advertising fund.

Remote Mobile Unit Fee (Bakeries Only)

If you and your landlord agree that you may operate a Remote Mobile Unit within the shopping mall or shopping center where your Bakery is located, we will grant you a license to operate the Remote Mobile Unit under a Remote Mobile Unit Addendum, Attachment 4 to the Franchise Agreement. The Remote Mobile Unit Fee, payable when you sign the Addendum, is \$5,000. This fee is not refundable, and is not necessarily uniform in all cases, as we may negotiate the amount of the fee in certain instances in our discretion. You may not operate a Remote Mobile Unit in connection with a Concession Truck or Trailer.

Deposit on Sublease (Bakeries Only)

Upon rare occasion, we must lease real property to secure a desirable location for a Bakery and sublease it to our franchisee because the landlord is reluctant to rent to the franchisee, with which the landlord is not familiar. Our policy is to obtain a fully refundable deposit equal to two (2) months' rent when a franchisee leases from us. The amount is not uniform and the average amount of two (2) months' rent is \$8,000-25,000, but may vary depending on location. In some cases, we may also require you to obtain a letter of credit to secure your sublease, in an amount, on terms, and on a form we prescribe, from a bank acceptable to us. We will not lease real property to secure a location for a Concession Truck or Trailer.

ITEM 6: OTHER FEES

FEE ¹	AMOUNT	WHEN DUE	REMARKS
Royalties	<p>For a Non-Street-Front Bakery, <u>7% of Adjusted Gross Revenue.</u></p> <p>For a Non-Street-Front Bakery located within a Walmart location, the Royalty Fee may be reduced to <u>6% of Adjusted Gross Revenue.</u></p> <p>For a Street-Front Bakery, <u>5% of Adjusted Gross Revenue.</u> 7% of Adjusted Gross Revenue, except for “streetside” Bakeries will have a royalty rate of 5% of Adjusted Gross Revenue</p>	<p><u>By Wednesday of each week, or any other day designated by us in the Manual.</u> On Wednesday (or any other weekday designated by us) of each week</p>	See note 2.
Advertising Fund Contributions	<p>For a Non-Street-Front Bakery, <u>1% of Adjusted Gross Revenue.</u></p> <p>For a Non-Street-Front Bakery located within a Walmart location, <u>2% of Adjusted Gross Revenue.</u></p> <p>For a Street-Front Bakery, <u>3% of Adjusted Gross Revenue.</u></p> <p><u>We may increase this amount upon 30 days’ prior written notice to you, but to not more than the following percentages of Adjusted Gross Revenue: 3% for a Non-Street-Front Bakery, 4% for a Non-Street-Front Bakery located within a Walmart, and 5% for a Street-Front Bakery.</u> 1% of Adjusted Gross Revenue except for “streetside” Bakeries will contribute 3% of Adjusted Gross Revenue</p>	<p><u>By Wednesday of each week, or any other day designated by us in the Manual.</u> On Wednesday (or any other weekday designated by us) of each week</p>	See note 2
Secret Shopper Fee	\$ 50 -75 per shop	On invoice	Reimburses us for cost of service
Repeat Inspection Fee	\$500	On invoice	Only assessed if previous inspection revealed material

			default
Bi-Annual Convention Registration	\$1,500 plus incidental costs to attend	Before convention	We will debit your account for this fee whether or not you attend.
Ongoing Training Fees and Initial Training for New Managers	Cost plus 20%	When class begins	
Audit	All expenses of audit if underpayment exceeds 3% or if audit was undertaken because you did not submit annual financial statements in a timely manner	On invoice	See note 3. We may audit your records at your place of business or require you to send copies of specified records to us at your own expense.
Relocation Fee	\$7,500	Before relocation	Not applicable for Concession Trucks or Trailers
Renewal Fee	<p><u>For a Bakery, the renewal fee will be fifty percent (50%) of our then-current initial franchise fee for a single Bakery, without any applicable discount, for a renewal term of ten (10) years. For a Remote Mobile Unit, the renewal fee will be fifty percent (50%) of our then-current remote mobile unit fee for a renewal term of ten (10) years. A separate renewal fee will be charged for the Bakery and each Remote Mobile Unit, as applicable.</u></p> <p>For a renewal term between five and ten years, the renewal fee will be fifty percent (50%) of (a) our then-current initial franchise fee for a single Bakery (without any applicable discount) or (b) our then-current remote mobile fee for a Remote Mobile Unit, as applicable. For a Bakery or Remote Mobile Unit with a renewal term of less than five years, but at least one year, we will pro-rate the renewal fee by twenty percent (20%) each year. For example, for a three-year renewal term, you will pay sixty percent (60%) of the renewal fee.</p> <p>For a Concession Truck or Trailer:</p>	On signing new franchise agreement, or an amendment in the case of a one-year extension, as applicable.	For each and all Franchised Businesses, including Remote Mobile Units. You will be required to remit to us a monthly fee of \$500 per month until such time as you have entered into a new lease (or sublease) or a renewal of your lease (or sublease).

	<u>\$3,750</u> Fifty percent (50%) of the then-current initial franchise fee for a Concession Truck or Trailer for a renewal term of five (5) years. Currently, <u>\$3,750</u> .		
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Transfer Fee	<p>For a Bakery: \$40,000 during the first twelve (12) months, \$20,000 from then on.</p> <p>For non-traditional location (including, but not limited to a convenience store): \$20,000 during the first twelve (12) months, \$10,000 from then on.</p> <p>For a Concession Truck or Trailer: \$3,750</p>	With notice of intention to transfer	<p>Will be partially refunded if Transfer is denied</p> <p><u>We may, in our sole and absolute discretion, reduce the transfer fee if the Bakery is located in a convenience store, gas station, or other similar location.</u></p> <p><u>A separate transfer fee shall be charged for each Bakery, Concession Truck or Trailer and remote mobile unit, as applicable. In the event of an Affiliate Transfer (as defined in Article 9 of the FA), the Document Administration Fee shall apply instead.</u></p>
Remote Mobile Unit Transfer Fee	½ of current Remote Mobile Unit Fee	Before Transfer completes	<p>Not applicable for Concession Trucks or Trailers</p> <p><u>In the event of an Affiliate Transfer (as defined in Article 9 of the FA), the Document Administration Fee shall apply instead.</u></p>
Interest on Late Payments	Lower of 18% per year or highest rate allowed by law	As accrued	Compensation for loss of use of money
Base Rent	Monthly rent	Per your Sublease Agreement, if applicable, usually the first of each month	Upon occasion, we must lease real property to secure a desirable location and sublease it to our franchisee because the landlord is reluctant to rent to the franchisee. The amount of your rent is not uniform and generally it is a pass through of the rent we owe under the master lease, though we may mark-up the rent to account for our risks.

Sublease Fee	The initial Sublease Fee will be \$200 monthly or as agreed by Parties, in addition to the Base Rent.	As incurred	The Sublease Fee compensates us for administrative expenses. We may increase the Sublease Fee, from time to time, upon written notice to you, but not by more than \$100 per month in a 12-month period.
Late Fee for Financial Statements	\$100 per week, per store	On invoice	For failure to submit year-end Financial Statements according to the timeline communicated
Lease Review Fee	\$3,500 to \$7,000, depending on complexity of lease, as determined by us	Due upon execution of a Franchise Agreement or upon lease review if reviewed thereafter.	We must review the terms of an initial lease, a renewal of a lease or a material amendment to a lease. In the event of a store sale or transfer, fee is responsibility of the buyer. The fee is also payable to us if we or a third-party we hire represents you in connection with negotiating an extension or renewal of your lease.
Site Evaluation Fee for	\$750 after the first evaluation trip	As incurred	The Site Evaluation Fee is paid to us. This fee is not refundable. See note 4
Supplier Fee	You must reimburse us for our costs and expenses in inspecting a proposed supplier. We estimate that our costs and expenses are unlikely to exceed \$500.	As incurred	
Private Offering Fee	\$5,000	As incurred	
Technology Fees	Currently, <u>\$29.50 weekly</u> but we <u>may charge up to</u> approximately <u>\$300 monthly</u> and, but we may increase this fee as necessary	The technology fee may be charged monthly, or as incurred, in our discretion. <u>currently, weekly</u>	See note 5

Additional Concession Truck or Trailer Fee	\$5,000 per each additional Concession Truck or Trailer	As incurred	The Additional Concession Truck or Trailer Fee is paid to us if we agree to you operating an additional Concession Truck or Trailer in the Mobile Area assigned to you
Document Administration Fee	\$500 (Note 6)	As incurred	Applicable if an amendment must be prepared, including for an affiliate transfer.
<u>Gift Card Redemption Fee</u>	<u>Currently 11% of the amount of the gift card redemption</u>	<u>On the 2nd business day of each month</u>	<u>Data processor will debit your Depository Account on behalf of Kahala Management.</u>
<u>Lease Guarantee Fee (optional)</u>	<u>10% of the total amount guaranteed, up to a maximum payment of \$10,000 (if applicable) (Note 7)</u>	<u>Signing of the lease guarantee agreement (if applicable)</u>	<u>See Note 7</u>
<u>Sublease Late Charge</u>	<u>5% of the late or unpaid amount plus any late charges and interest incurred under the Master Lease as a result of the late payment (where applicable).</u>	<u>As incurred</u>	<u>Payable to our affiliate if you are subleasing your bakery space from our affiliate.</u>
<u>Reimbursement of Taxes</u>	<u>We may seek reimbursement from you the cost of all taxes, assessments and similar charges we incur arising from your operation of the Franchised Business or our licensing of intellectual property to you in the state where your Franchised Business is located.</u>	<u>Payable monthly by electronic funds transfer at same time as royalty and service fee.</u>	<u>Only imposed if government authority collects these taxes or assessments</u>

<u>Non-Sufficient Funds Fee</u>	<u>\$50 per returned electronic funds transfer</u>	<u>As incurred, each time an EFT attempted under Sections 6.5 or 6.19 of the Franchise Agreement is returned for non-sufficient funds</u>	<u>Applies when an electronic funds transfer from franchisee's depository account is returned for insufficient funds.</u>
<u>Collection Costs / Account Discrepancy Charges</u>	<u>Varies</u>	<u>As incurred</u>	<u>Franchisee must also reimburse franchisor for all other costs and expenses incurred in collecting or attempting to collect amounts due from the depository account, including charges for non-sufficient funds, uncollected funds, or other discrepancies in deposits or required account balance maintenance.</u>

1. Unless otherwise noted, none of these fees are refundable. We impose and collect all fees described in the table. Unless otherwise noted, all fees are imposed on all Franchised Businesses (both Bakeries and Concession Trucks or Trailers). Generally, these fees are uniformly imposed however, we may negotiate a different fee in certain instances in our discretion. For example, we have on occasion agreed to accept reduced transfer fees, renewal fees and have granted partial royalty relief in exceptional cases. All may be debited from your bank account under the Authorization Agreement for Prearranged Payment attached to the franchise agreement. We do not impose or collect any fees in whole or in part for a third party.
2. "Adjusted Gross Revenue" means the total amount of income of any type or nature generated by you and your Related Parties, directly or indirectly, from, by or on account of the operation of the Franchised Business, including but not limited to for all goods (including gift cards) sold and services rendered from the Approved Location or in connection with the Trade Name or Marks, in whatever form and from whatever source (including revenues from special or promotional programs, delivery services and fees, other revenues associated with delivering and/or selling products or services off-premises or any other revenue-generating activity), including but not limited to cash, services, in kind from barter and/or exchange, on credit or otherwise as well as business interruption insurance proceeds, all without deduction for expenses including marketing expenses and taxes. However, the definition of Adjusted Gross Revenue does not include sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities, proceeds from insurance with respect to your property damage or liability, proceeds from civil forfeiture, condemnation or seizure by governmental entities or the amount of any returns, discounts, credits, allowances, or adjustments, within an accounting period. Without limiting the foregoing, fees, charges, payments or other amounts remitted to or collected by delivery services, providers, platforms or aggregators shall not be deducted from Adjusted Gross Revenue.

3. Also, if the underpayment exceeds 3% of the money owed, we may require that from then on your annual financial statements be audited and certified at your own expense. Audit costs are not refundable.
4. We (or a designee) may conduct on-site evaluations of any proposed site for a Bakery. The first trip that we make to conduct site evaluations will be made without charge to you. For each additional trip that we make to your Territory to perform one or more site evaluations we will charge a site evaluation fee of \$750.
5. We currently require you to pay certain technology fees to us directly in the amount of \$29.50 weekly in addition to other technology fees that may be payable to our or ~~or~~ ~~to~~ approved suppliers. Technology fees are intended to be used to cover the costs of operation, maintenance and upgrade of the point-of-sale (“POS”) system used throughout the System as well as for the development, implementation, maintenance, support (including technological support), update and/or upgrade of certain web-based or mobile applications, which may include without limitation online ordering system(s), training applications, and loyalty applications. The technology fees may be used to develop, implement, use, maintain, support, update and/or upgrade other technologies within the System, including web-based and/or mobile applications, which may include online ordering system(s), training applications, and loyalty applications. This may include, but are not limited to, amounts paid to us or due to third-party delivery service platforms and aggregators. It may also be used to develop, implement, maintain, support, update and/or upgrade website(s) or webpage(s) for the System. We may, from time to time, and upon written notice to you, increase technology fees, either due to increased costs for existing technologies or due the introduction of new technologies for use in the System. Portions of the technology fee may be paid to us, our affiliates or to third parties. We may charge, collect for a third-party or require you to remit to a third-party, amounts used to develop and use technologies within the System. This may include amounts paid to third-party delivery service platforms and aggregators. Portions of the technology fees may be calculated, allocated, and/or charged based on a per unit basis, per transaction basis or other methodology determined by us in the exercise of our reasonable business judgment.
6. The Document Administration Fee in the amount of \$500 will be charged to you if an amendment to your franchise documents must be prepared.
- ~~6.7.~~ If, in order to obtain the lease agreement for the site of your Wetzel’s Pretzels Bakery restaurant, the landlord requires you to obtain a third party lease guarantee, and we or one of our affiliates agrees to serve as such guarantor (with such determination to be made in our sole and absolute discretion), you will pay to us a lease guarantee fee in the amount of 10% of the total amount of the rental obligations being guaranteed under the lease during its term up to a maximum payment of \$10,000.

ITEM 7: ESTIMATED INITIAL INVESTMENT

The following chart describes the estimated initial investment for a single WETZEL’S PRETZELS Bakery.

**YOUR ESTIMATED INITIAL INVESTMENT
WETZEL'S PRETZELS® BAKERY¹⁴**

TYPE OF EXPENDITURE ¹	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Initial Franchise Fee ²	\$20,000	\$40,000	Single payment	At franchise agreement signing	Us
Lease Review Fee ³	\$3,500	\$7,000	Single payment	Upon demand	Us or Suppliers
Business Premises ⁴	\$5,000	\$25,000	Two payments	At lease signing	Lessor
Leasehold Improvements ⁵	\$50,000	\$400,000	As arranged	Before opening	Contractor
Food Preparation Equipment ⁶	\$53,000	\$995,000	As incurred	Before opening	Suppliers
Utility Deposits, Licenses, Permits ⁷	\$1,000	\$15,000	As incurred	Before opening	Equipment Lessors & Utilities
Insurance	\$500	\$32,050	As incurred	Before opening	Insurance carriers
Signs & Menu Boards	\$5,000	\$2047,000	Single payment	Before opening	Suppliers
Digital Display Boards ⁸	\$5,000	\$87,050	Single payment	Before Opening	Suppliers
POS System	\$500	\$1,000	Single payment	Before opening	Suppliers
Initial Inventory & Smallwares	\$75,500	\$12,000	Single payment	Before opening	Suppliers
Training Fee for Additional Trainee ⁹	\$0	\$750	Single payment	Before training begins	Us
Training Expenses	\$1,000	\$54,000	As arranged	At training	Hotel, Restaurants
Grand Opening Advertising ¹³	\$500	\$352,050	Single payment	<u>Earlier of; prior to execution of a lease or prior to construction of premise</u> At-	<u>Suppliers</u> Us or our affiliate

				opening	
Office Equipment & Supplies	\$500	\$2,500	As incurred	Before opening	Suppliers
Professional Fees ¹⁰	\$1,000	\$3,200	As incurred	Before opening	Attorney & Accountant
Architect Engineers & Const. Manager	\$96,5000	\$232,5000	As incurred	Before opening	Architect Engineers & Const. Manager <u>Or Us, if hiring our internal construction coordinator</u>
Additional Funds - first 90 days ¹¹	\$25,000	\$55,500	As incurred	Varies	Employees, others
TOTAL ¹²	\$1883,5000	\$723512,450			

1. Except for the “additional funds” category described in note 10, below, this table shows expenses of a WETZEL’S PRETZELS Bakery through opening day. None of the expenses shown in this table are refundable, except for insurance, utility and security deposits, which may be partially refundable. Neither the franchisor nor any affiliate finances part of the initial investment. Also, we do not offer direct or indirect financing. We will not guarantee your note, lease, or obligation.
2. If you qualify, a discount may be applied to the initial franchise fee for a single WETZEL’S PRETZELS Bakery ~~to be operated in a traditional or non-traditional location.~~ See Item 5 for more information. Unless expressly stated in Item 5, no discount will be applied to the initial franchise fee. The standard initial franchise fee is \$40,000 for a ~~traditional~~ WETZEL’S PRETZELS ~~bakery~~ Bakery in a mall, outlet center, or street location. For a second or subsequent WETZEL’S PRETZELS Bakery in the same center, the fee is ~~\$2225,500000~~. Some ~~non-traditional locations~~ may Bakeries have lower initial franchisee fees where we waive or reduce the initial franchise fee for appropriate business reasons, in our sole discretion, including based on the location, format, or other circumstances of the Bakery ranging from \$20,000 - \$25,000. Bakeries located inside roadside plazas or inside retail outlets have an initial franchise fee of \$25,000. Bakeries for other non-traditional locations such as convenience stores and military bases have an initial fee of \$20,000. The initial franchise fee must be paid as a lump sum by wire transfer within 5 business days of signing the Franchise Agreement and is fully earned by us when paid and is non-refundable.
3. You must pay us a fee for the review of your lease. The fee will depend on the complexity of the lease.

4. Figures are based on assumption that premises will be rented and that lessor will require an initial payment of one (1) month's rent and, in some cases, a security deposit of one (1) month's rent. The premises will probably be located in a mall or shopping center; and the typical size will range from 600 to 800 square feet, with 15 to 20 linear feet of frontage. If your WETZEL'S PRETZELS Bakery is larger than this, some of your costs may be higher than shown in the "High" column.
5. Leasehold improvements may vary substantially based on the layout and geographic location of your Bakery, local building codes and labor requirements. This estimate is for an inline location within a mall that is constructed without using union labor. The estimated low amount is for a location that was previously built out for food use and improvements are limited to cosmetic changes rather than structural ones. For a kiosk in a mall, the estimated high amount is likelier to be closer to \$300,000. For a Bakery located within a store location (i.e., a Bakery located within a Walmart), the estimated high amount for leasehold improvements is likelier to be closer to \$250,000 to \$350,000 but may vary widely based on the physical characteristics and government jurisdiction requirements of the location. Additionally, the estimated high amount for other ~~non-traditional~~ locations, such as a location inside a convenience store is likelier to be closer to \$50,000-\$100,000 depending on the layout of store. Where a Bakery is included in the plans of a new convenience store being built from the ground up, the high amount for leasehold improvements is likelier to be closer to \$50,000, depending on configuration and what incremental equipment is needed. While we do not require you to use union labor, the use of union labor may be required by the landlord. The use of union labor will typically increase your costs. This estimate does not take into any tenant's improvements or other forms of contribution by your landlord.
6. This category includes such items as food preparation equipment and janitorial equipment.
7. This category includes sales tax deposits or bonds, construction permit, sewer hookup charges, and utility deposits.
8. You will also incur monthly fees from suppliers for ongoing software and support, which is currently approximately \$30.00 per month, and subject to inflationary increases at supplier discretion.
9. The fee for training the first four people is included in the initial franchisee fee. An additional training fee is assessed for each additional trainee. You and Your Designated Manager if you choose to employ one must attend the initial training program. Attendance by others is optional.
10. This figure includes the cost of setting up your books and attorney review of the franchise agreement.
11. This category includes 90 days' wages for 3 full-time and 6 part-time employees, opening cash, rent ranging from \$4,000 to \$12,500 per month for three months, technology fees and other miscellaneous expenses incurred during the first 90

days of the operations of the WETZEL'S PRETZELS Bakery. We relied on our own experience and review by our construction coordinator in estimating this figure. You should review these figures carefully in light of local conditions and the economy, consulting a business advisor if necessary.

12. This total amount is based upon on our historical experience in developing corporate and affiliated stores, information that franchisees have provided to us within the last fiscal year as well as on information obtained from architects and contractors. Your costs may vary based on a number of factors including but not limited to the geographic area in which you open, local market conditions, the location selected, the time it takes to build sales of the establishment and your skills at operating a business. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area. For some convenience store locations, the total amount may be less than the aggregate minimum total above, such as those that only require incremental equipment and décor. We estimate total amount for C-store locations without considerable leasehold improvement work to be \$70,000 to \$150,000 and Travel Plazas to be \$150,000 to \$300,000, but costs may vary based on condition of space, location, etc.

13. ~~If You are required to pay a Grand Opening Advertising fee of \$3,000 for a Non-Street-Front Bakery located in a mall, or \$5,000 for a Street-Front Bakery, a Bakery co-branded into another brand restaurant or store of one of our affiliates, and all other Bakery locations; provided, however, that we may reduce the \$5,000 Grand Opening Advertising fee to \$3,000 in our sole discretion based on the location, format, or other circumstances of the Franchised Business, payable to us on the earlier of (i) prior to your executing a lease for the premises where the Franchised Business will be located, or (ii) prior to construction commencing at the premises where the Franchised Business will be located. We or our designated affiliate will create a marketing plan for (i) a grand opening event at your Franchised Business, and (ii) the initial advertising of your Franchised Business, and will work with you to obtain your input on the marketing plan. We or our designated affiliate will use the Grand Opening Advertising fee to pay for the grand opening and initial advertising, but may, in our sole discretion, reimburse you for some local store marketing expenses that you pay if you received our prior approval and we received your reimbursement request within six (6) months after the opening of your Franchised Business to the public. The Grand Opening Advertising fee should be used within six (6) months after the opening of your Franchised Business to the public. However, if a portion of the Grand Opening Advertising fee is not used within those six (6) months, we may, in our sole discretion and without prior notice, transfer the remaining portion of the Grand Opening Advertising fee after six (6) months from the opening of your Franchised Business to the public to the Advertising Fund.~~you operate a streetside Bakery, you must spend at least three thousand dollars (\$3,000) on a grand opening advertising program. Your grand opening advertising program must be conducted in accordance with the general guidelines in the Manual for an initial advertising program.

14. The following chart describes the estimated initial investment for a single WETZEL'S PRETZELS Bakery to be co-branded with one or more of our and/or

our affiliates' other restaurant concepts. These figures are based on the assumption that the existing location has an additional 400 square feet available for the addition of the co-branded WETZEL'S PRETZELS Bakery. The chart is subject to the notes set forth above.

<u>YOUR ESTIMATED INITIAL INVESTMENT</u>					
<u>WETZEL'S PRETZELS® BAKERY</u>					
<u>COBRANDED WITH ONE OR MORE OF OUR</u>					
<u>OTHER RESTURANTS</u>					
<u>TYPE OF EXPENDITURE¹</u>	<u>AMOUNT</u>		<u>METHOD OF PAYMENT</u>	<u>WHEN DUE</u>	<u>TO WHOM PAYMENT IS TO BE MADE</u>
	<u>LOW</u>	<u>HIGH</u>			
<u>Initial Franchise Fee²</u>	<u>\$12,000</u>	<u>\$20,000</u>	<u>Single payment</u>	<u>At franchise agreement signing</u>	<u>Us</u>
<u>Leasehold Improvements⁵</u>	<u>\$60,000</u>	<u>\$80,000</u>	<u>As arranged</u>	<u>Before opening</u>	<u>Contractor</u>
<u>Food Preparation Equipment and Décor items⁶</u>	<u>\$50,000</u>	<u>\$74,000</u>	<u>As incurred</u>	<u>Before opening</u>	<u>Suppliers</u>
<u>Insurance</u>	<u>\$500</u>	<u>\$1,000</u>	<u>As incurred</u>	<u>Before opening</u>	<u>Insurance carriers</u>
<u>Signage</u>	<u>\$5,000</u>	<u>\$17,000</u>	<u>Single payment</u>	<u>Before opening</u>	<u>Suppliers</u>
<u>Digital Display Boards⁸</u>	<u>\$5,000</u>	<u>\$7,500</u>	<u>Single payment</u>	<u>Before Opening</u>	<u>Suppliers</u>
<u>POS System</u>	<u>\$500</u>	<u>\$1,000</u>	<u>Single payment</u>	<u>Before opening</u>	<u>Suppliers</u>
<u>Initial Inventory & Smallwares</u>	<u>\$5,000</u>	<u>\$11,000</u>	<u>Single payment</u>	<u>Before opening</u>	<u>Suppliers</u>
<u>Training Fee for Additional Trainee⁹</u>	<u>\$0</u>	<u>\$750</u>	<u>Single payment</u>	<u>Before training begins</u>	<u>Us</u>
<u>Training Expenses</u>	<u>\$1,000</u>	<u>\$4,000</u>	<u>As arranged</u>	<u>At training</u>	<u>Hotel, Restaurants</u>
<u>Grand Opening Advertising¹³</u>	<u>\$5,000</u>	<u>\$5,000</u>	<u>Single payment</u>	<u>Earlier of; prior to execution of a lease or prior to construction of premise</u>	<u>Us or our affiliate</u>
<u>Architect Engineers & Const. Manager</u>	<u>\$9,500</u>	<u>\$23,500</u>	<u>As incurred</u>	<u>Before opening</u>	<u>Architect Engineers & Const. Manager Or Us, if hiring our internal construction coordinator</u>

<u>TOTAL</u> ¹²	\$147,000	\$231,250			
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Unless stated otherwise above, the fees described in this Item 7 must be paid in a lump sum, are fully-earned when paid and are not refundable.

<u>YOUR ESTIMATED INITIAL INVESTMENT</u>					
<u>WETZEL'S PRETZELS® BAKERY</u>					
<u>COBRANDED WITH ONE OR MORE</u>					
<u>OF OUR OTHER RESTURANTS³</u>					
<u>TYPE OF EXPENDITURE</u> ¹	<u>AMOUNT</u>		<u>METHOD OF PAYMENT</u>	<u>WHEN DUE</u>	<u>TO WHOM PAYMENT IS TO BE MADE</u>
	<u>LOW</u>	<u>HIGH</u>			
<u>Initial Franchise Fee</u> ²	\$12,000	\$20,000	<u>Single payment</u>	<u>At franchise agreement signing</u>	<u>Us</u>
<u>Leasehold Improvements</u> ⁵	\$60,000	\$80,000	<u>As arranged</u>	<u>Before opening</u>	<u>Contractor</u>
<u>Food Preparation Equipment and Décor items</u> ⁶	\$50,000	\$74,000	<u>As incurred</u>	<u>Before opening</u>	<u>Suppliers</u>
<u>Insurance</u>	\$500	\$1,000	<u>As incurred</u>	<u>Before opening</u>	<u>Insurance carriers</u>
<u>Signage</u>	\$5,000	\$17,000	<u>Single payment</u>	<u>Before opening</u>	<u>Suppliers</u>
<u>Digital Display Boards</u> ⁸	\$5,000	\$7,500	<u>Single payment</u>	<u>Before Opening</u>	<u>Suppliers</u>
<u>POS System</u>	\$500	\$1,000	<u>Single payment</u>	<u>Before opening</u>	<u>Suppliers</u>
<u>Initial Inventory & Smallwares</u>	\$5,000	\$11,000	<u>Single payment</u>	<u>Before opening</u>	<u>Suppliers</u>
<u>Training Fee for Additional Trainee</u> ⁹	\$0	\$750	<u>Single payment</u>	<u>Before training begins</u>	<u>Us</u>
<u>Training Expenses</u>	\$1,000	\$4,000	<u>As arranged</u>	<u>At training</u>	<u>Hotel, Restaurants</u>
<u>Grand Opening Advertising</u> ¹³	\$5,000	\$5,000	<u>Single payment</u>	<u>Earlier of; prior to</u>	<u>Us or our affiliate</u>

				<u>execution of a lease or prior to construction of premise</u>	
<u>Architect Engineers & Const. Manager</u>	<u>\$9,500</u>	<u>\$23,500</u>	<u>As incurred</u>	<u>Before opening</u>	<u>Architect Engineers & Const. Manager Or Us, if hiring our internal construction coordinator</u>
<u>TOTAL</u> ¹²	<u>\$147,000</u>	<u>\$231,250</u>			

The following chart describes the estimated initial investment for a single WETZEL'S PRETZELS Remote Mobile Unit.

YOUR ESTIMATED INITIAL INVESTMENT REMOTE MOBILE UNIT					
TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Remote Mobile Unit Fee ¹	\$5,000	\$5,000	Single Payments	At signing of Retail unit Addendum	Us
Remote Mobile Unit Construction ²	\$5038,30 00	\$113,500	As incurred	Varies	Cart Manufacturers, Lessor, Utilities
Remote Mobile Unit Equipment	\$189,000	\$286,500 0			
TOTAL ³	\$7362,30 00	\$1474,05 00			

1. If you and your landlord agree that you will operate a Remote Mobile Unit in the same shopping center or mall where your Bakery is located and we grant you a license to do so, you will pay us a remote mobile unit fee of \$5,000. The remote mobile unit fee must be paid as a lump sum by wire transfer and is fully earned by us when paid and is non-refundable.
2. If you and your landlord agree that you will operate a Remote Mobile Unit in the same shopping center or mall where your Bakery is located and we grant you a license to do so, you

will incur costs of between \$~~5038,3000~~ and \$113,500 for manufacture, freight, and installation of the Remote Mobile Unit and for deposits required by utilities and the landlord. A remote mobile unit for indoor use typically costs between \$~~5038,3000~~ and \$~~683,500~~ to construct. A remote mobile unit for outdoor use typically costs between \$~~8138,000~~ and \$113,500 to construct.

- This total amount is based upon on our historical experience in developing corporate and affiliated remote mobile unit, information that franchisees have provided to us within the last fiscal year as well as on information obtained from architects and contractors. Your costs may vary based on a number of factors including but not limited to the geographic area in which you open, local market conditions, the location selected, the time it takes to build sales of the establishment and your skills at operating a business. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area.

Unless stated otherwise above, the fees described in this Item 7 must be paid in a lump sum, are fully-earned when paid and are not refundable.

The following chart describes the estimated initial investment for a single WETZEL'S PRETZELS Concession Truck or Trailer.

YOUR ESTIMATED INITIAL INVESTMENT WETZEL'S PRETZELS CONCESSION TRUCK OR TRAILER					
TYPE OF EXPENDITURE¹	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Initial Franchise Fee	\$5,625	\$7,500	Single payment	At franchise agreement signing	Us
Concession Truck or Trailer	\$60,000	\$98,000	As incurred	As require by supplier	Suppliers
Vehicle Improvements ²	\$86,000	\$144,000	As incurred	As require by supplier	Suppliers
Insurance	\$2,500	\$ 124,050 0	As incurred	Before opening	Insurance carriers
Storage space / Commissary	\$0	\$2,550	As incurred	Before opening	Lessor
POS System	\$500	\$1,000	Single payment	Before opening	Suppliers
Initial Inventory & Smallwares	\$4,000	\$9,000	Single payment	Before opening	Suppliers

Training Fee for Additional Trainee ³	\$0	\$750	Single payment	Before training begins	Us
Training Expenses	\$1,000	\$4,000	As arranged	At training	Hotel, Restaurants
Grand Opening Advertising	\$500	\$25,500 00	Single payment	<u>Earlier of; prior to execution of a lease or prior to construction of premise</u> At opening	<u>Us or our affiliate</u> Suppliers
Professional Fees ⁴	\$1,000	\$3,100	As incurred	Before opening	Attorney & Accountant
State Vehicle Registration	\$1,000	\$20,000	As incurred	Before opening	Governmental agencies
Additional Funds - first 90 days ⁵	\$10,000	\$21,000	As incurred	Varies	Employees, others
TOTAL ⁶	\$172,125	\$325,747, 49900			

1. Except for the “additional funds” category described in note 6, below, this table shows expenses of a Concession Truck or Trailer through opening day. None of the expenses shown in this table are refundable, except for insurance, which may be partially refundable.
2. The low estimate represents the cost of vehicle improvements for a used (but in good shape) Concession Truck or Trailer with reasonable wear and tear. The high estimate represents the cost of vehicle improvements for a new Concession Truck or Trailer. This category also includes cost and installation of equipment (expected to range between \$25,000 on the low side and \$45,000 on the high side). Equipment may include refrigerators, ovens and other similar equipment. You may purchase only approved equipment only from approved suppliers. This figure also represents an estimate of the vehicle wrap that must be placed on your Concession Truck or Trailer (\$4,000 on the low side and \$6,000 on the high side). You must not place any non-Wetzel’s Pretzels signage on or in your Concession Truck or Trailer. Costs are based on historical estimates with food truck fabricators that we have experience with, new fabricators could have higher costs.
3. The fee for training the first four people is included in the initial franchisee fee. An additional training fee is assessed for each additional trainee. You and your Designated Manager, if applicable, must attend the initial training program. Attendance by others is optional.
4. This figure includes the cost of setting up your books and attorney review of the franchise agreement.
5. This category includes 90 days’ wages for 3 full-time and 6 part-time employees,

have approved to oversee the buildout of your business premises. We may require you to employ a construction manager whom we have designated as the only supplier of construction management services.

If you operate a Concession Truck or Trailer, you must obtain the Concession Truck or Trailer from one of our approved suppliers. Your Concession Truck or Trailer must be constructed in accordance with our then-current designs, standards and specifications.

We supply to our franchisees miscellaneous items for both Bakeries and Concession Trucks or Trailers that meet our specifications, such as grand opening banners and balloons, pan liners, name tags and job application forms. ~~As a practical matter, you will probably wish to purchase these items from us because they are not readily available elsewhere and the cost is low.~~ If you operate a Street-Front Bakery, a Bakery co-branded into another brand restaurant or store of one of our affiliates, or any other Bakery location for which the required Grand Opening Advertising fee is \$5,000, you must spend at least five thousand dollars (\$5,000) on a grand opening advertising program. If you operate a Non-Street-Front Bakery located in a mall, you must spend at least three thousand dollars (\$3,000) on a grand opening advertising program. Your grand opening advertising program must be conducted in accordance with the general guidelines in the Manual for an initial advertising program.

We have designated only one supplier of our proprietary pretzel dough mix which you are required to use exclusively in your Franchised Business. We are an approved supplier, but not the sole approved supplier, of required toppings and condiments. For your Franchised Business, you may purchase proprietary food items, of which a growing number are being developed, from our designated supplier only. In addition to requiring purchases from approved distributors or suppliers, we may, in our sole discretion, require that you purchase certain products or services through designated purchasing channels, programs, platforms, or contractual arrangements that we specify. At present, we are the sole approved supplier of hats, shirts, uniforms, cups, paper goods, and other items bearing the Marks. Although you may seek approval from us of other suppliers for these items, you will probably find that quantity production enables us to offer the best prices for many of these items.

You must buy one or two electronic cash registers from our designated supplier. Bakeries generally require two electronic cash registers while Concession Trucks or Trailers generally would need one electronic cash register. You must also buy an electronic receipt printer and a modem that meet our specifications.

You are required to accept all approved debit and credit cards, along with Wetzel's Pretzels or its affiliate's stored value gift cards, loyalty cards, frequency cards, and any other similar Wetzel's Pretzels or affiliate sponsored electronic card and/or payment program (collectively, the "Gift/Loyalty Card") from consumers at your *Wetzel's Pretzels* bakery. Prior to the opening of your bakery, you will be required to acquire an approved debit, credit and Gift/Loyalty card processing system to use during the operation of your *Wetzel's Pretzels* bakery and participate in any online ordering programs which Franchisor may require. The components and specifications of this system are specifically identified in the Manual. Additionally, you must utilize our approved third party payment card processor, as identified in the Manual, for processing all such debit, credit, rewards, and Gift/Loyalty card transactions. The Payment Processor will charge fees for credit card processing based on the applicable card brand and issuing bank. Network and interchange

fees vary depending on card brand, card type, and method of acceptance. For certain required credit card brands, fees are assessed on an interchange-plus basis at the then-current interchange and network rates, plus a processor markup of \$0.0175 per transaction, and are subject to future changes. Other required credit card brands may be assessed using a tiered discount rate structure, under which the applicable percentage rate varies based on card type and tier classification. All rates and fees are subject to change by the applicable network and other applicable third parties. In addition, the Payment Processor may assess additional charges for voice authorizations, chargebacks, and debit PIN transactions, as applicable.

We will give you, during the initial training program, a written list of names and addresses of suppliers of goods and services that currently meet our standards and specifications. In advising you of suppliers which meet our standards and specifications, **we expressly disclaim any warranties or representations as to the condition of the goods or services, including, but not limited to, expressed or implied warranties as to merchantability or fitness for any intended purpose.** You agree to look solely to the manufacturer of goods or the supplier of services for the remedy for any defect in the goods or services.

We cannot guarantee that any designated supplier will offer or continue any particular pricing, warranty or other terms of sale. Also, we cannot guarantee a continuing supply from any designated supplier. We are not under any obligation to you with respect to the terms negotiated or the terms of any supplier. We cannot guarantee that designated suppliers will offer or continue to offer you any trade credit terms as that is solely up to the supplier and their credit standards.

We evaluate and approve suppliers upon the basis of their ability to meet quality specifications and to replicate the products and services provided by currently approved suppliers. If you wish to use or sell any product not previously certified by us to meet our specifications or which is sold by a supplier not previously approved by us, you must give written notice to us of this fact and, upon our request, give us product specifications, sample products, and/or information about the supplier. We will communicate to you either our approval or our reasons for withholding our approval within a maximum of 14 days. Silence may not be construed as consent. If we do not approve the supplier within 14 days, the supplier is deemed disapproved. As a condition of approving a supplier or product, we will require you to reimburse us for any expenses we reasonably incur in inspecting the supplier's premises, checking the supplier's credentials, or testing the supplier's product. The cost is unlikely to exceed \$500. As a condition of approving a supplier of any product that bears the Trade Name or Marks, we may require that the supplier sign our License Agreement. We may withdraw our approval of a supplier or a product if either or both no longer meet our standards or specifications. If this occurs, we will notify you in writing.

We may receive payments, discounts, or other advantages from approved suppliers based on the suppliers' sales to our franchisees. Aside from our proprietary products which you must buy from us or our designated supplier, you will not be required to purchase from any such suppliers. Instead, you may buy from another approved supplier or may obtain approval of another supplier whose products meet our specifications.

There are no suppliers to our franchisees in which any of our officers own an

interest.

For the year ending November 30, 2025~~4~~, MTY USA and its subsidiaries, as of such date, derived revenues from the sales of products, services, and vendor allowances in the amount of ~~\$47,054,607~~~~51,714,322~~, which was approximately ~~8.57.8%~~ of MTY USA's total consolidated recognized revenue in the amount of ~~\$604,239,000~~~~597,538,000~~.

Various suppliers and vendors of MTY USA and its subsidiaries contribute marketing and other revenues to MTY USA and/or its subsidiaries based upon system-wide purchases from those suppliers and vendors. During our last fiscal year, MTY USA and its subsidiaries on a consolidated basis earned a total of ~~\$29,352,205~~~~30,372,764~~ of the ~~\$47,054,607~~~~51,714,322~~ from such vendors. Additional other revenues (for example, revenue from miscellaneous fees and expenses from franchisees) in the amount of ~~\$5,917,821~~~~5,680,438~~ were also received by MTY USA and its subsidiaries during the last fiscal year.

We estimate that your payments for purchases from us, from designated or approved suppliers or which must conform to our specifications will represent about 50% of your start-up costs and 95% of your ongoing costs.

We negotiate purchase arrangements with suppliers, including price terms, on behalf of franchisees and company-owned Bakeries. These include commodity forward contracts or system-wide quantity discounts.

There are currently no purchasing or distribution cooperatives. We do not provide benefits based on your use of approved sources.

You may be required to utilize our approved mobile application (“App”) and online food ordering service (including any third-party delivery order integration) and may not be allowed to use any other store-specific App or online ordering service. Olo is a Franchisor-approved online ordering vendor, as of this Disclosure Document's issuance date. You may also be required to utilize third-party delivery services, through a provider of your choice, unless we require you to use a specific third-party(ies) and provided that if required and/or if you choose to participate in such third-party delivery services, you may be required to utilize a point-of-sale integration directed by us.

You must maintain one or more insurance policies that we specify. You must maintain the insurance coverages and amounts that we specify. We must be named as an additional insured on all of your policies. The coverage amounts that we specify are the minimum amounts that we require. We do not represent that these amounts are adequate. You should consult with your insurance advisors to determine that you have obtained all required coverages as well as any additional types of coverage or higher limits that they recommend.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	<u>SECTION IN SUBLEASE</u>	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	7.3.1 of Franchise Agreement; 7.2 of the Concession Truck or Trailer Amendment	<u>Not Applicable</u>	8, 11
b. Pre-opening purchases/leases	7.3.1, 7.3.2 of Franchise Agreement, 7.2 and 7.3 of the Concession Truck or Trailer Amendment	<u>Not Applicable</u>	5, 8
c. Site development and other pre-opening requirements	7.3.1, 7.3.2 of Franchise Agreement; 7.2 and 7.3 of the Concession Truck or Trailer Amendment	<u>8</u>	11
d. Initial and ongoing training	5.2, 5.5, 6.8, 7.2 of Franchise Agreement	<u>Not Applicable</u>	11
e. Opening	7.3.3 of Franchise Agreement	<u>Not Applicable</u>	8, 11
f. Fees	Article 6 of Franchise Agreement, Remote Mobile Unit	<u>4, 5</u>	5, 6, 7, 11
	Addendum § 3.3; Article of 5 Multi-Unit Development Agreement; Article 6 of the Concession Truck or Trailer Amendment		
g. Compliance with standards and policies/operating manual	7.3.4, 7.9.1 of Franchise Agreement	<u>Not Applicable</u>	11

h. Trademarks and proprietary information	7.1., 8.1 of Franchise Agreement	<u>Not Applicable</u>	13, 14
i. Restrictions on products/services offered	5.4, 7.3.5, 7.3.10 of the Franchise Agreement	<u>8</u>	16
j. Warranty and customer service requirements	5.4, 7.3.6, 7.3.9, 7.5 of Franchise Agreement	<u>Not Applicable</u>	Not Applicable
k. Territorial development and sales quotas	Article 2 of Multi-Unit Development Agreement	<u>Not Applicable</u>	12
l. Ongoing product/service purchases	7.3.5, 7.3.8, 7.3.10 of Franchise Agreement	<u>Not Applicable</u>	8
m. Maintenance, appearance and remodeling requirements	5.1, 5.3, 7.1.2, 7.3.4, 7.3.8 of Franchise Agreement, Remote Mobile Unit Addendum § 3.5; 7.4 of the Concession Truck or Trailer Amendment	<u>2, 6</u>	17
n. Insurance	7.8 of Franchise Agreement, Remote Mobile Unit Addendum § 3.6; 7.7 of the Concession Truck or Trailer Amendment	<u>7</u>	8
o. Advertising	7.1.3, 7.6 of Franchise Agreement; 7.5 of the Concession Truck or Trailer Amendment	<u>Not Applicable</u>	11
p. Indemnification	8.5 of Franchise Agreement;	<u>2, 12</u>	Not Applicable
q. Owner's participation/management/staffing	7.5 of Franchise Agreement	<u>Not Applicable</u>	15
r. Records and reports	7.7 of Franchise Agreement	<u>Not Applicable</u>	11

s. Inspections and audits	6.6, 6.7, 7.3.7, 7.7 of Franchise Agreement	<u>12</u>	6
t. Transfer	Article 9 of Franchise Agreement; Article 9 of the Concession Truck or Trailer Amendment	<u>9, 12</u>	17
u. Renewal	4.5.2 of Franchise Agreement; 4.7 of the Concession Truck or Trailer Amendment	<u>3</u>	17
v. Post-termination obligations	10.3 of Franchise Agreement; Article 10 of the Concession Truck or Trailer Amendment	<u>6, 8, 10</u>	17
w. Non-competition covenants	8.6 of Franchise Agreement, Attachment 7; 8.2 of the Concession Truck or Trailer	<u>Not applicable</u>	17
x. Dispute resolution	11.7 - 11.11 of Franchise Agreement;	<u>Not applicable</u>	17

ITEM 10: FINANCING

We do not offer direct financing to franchisees. However, in limited circumstances and in our sole discretion, we or one of our affiliates may provide financing in connection with your

purchase of a corporate-owned bakery sold on an “as-is” basis, or in other limited, one-off circumstances. In addition, we may, in our sole discretion, provide a lease guarantee for an approved bakery site.

Other than as described above, we do not guarantee franchisee obligations under any note or other obligation, except as specifically described below.

If you are an individual and married, your spouse must execute and deliver to us a Personal Guaranty and Subordination Agreement (See Attachment 9 of the Franchise Agreement: Personal Guaranty and Subordination Agreement) and a Non-Disclosure and Non-Competition Agreement (See Attachment 8 of the Franchise Agreement: Non-Disclosure and Non-Competition Agreement) at the same time that you sign the Franchise Agreement unless your spouse is also signing the agreement as an individual. If you are a corporation, limited liability company, or other business entity, each of your shareholders, members, or other owners (and their respective spouses, if married) must execute and deliver to us a Personal Guaranty and Subordination Agreement, and their respective spouses must execute and deliver to us a Non-Disclosure and Non-Competition Agreement, at the same time that you sign this Agreement. In the event any person who has not previously signed a Personal Guaranty and Subordination Agreement or a Non-Disclosure and Non-Competition Agreement becomes your spouse or the holder of any class of your stock or ownership interests or a spouse of such holder, at any time after the execution of such agreement, you must cause such person(s) to immediately execute and deliver a Personal Guaranty and Subordination Agreement and a Non-Disclosure and Non-Competition Agreement to us as appropriate.

Lease guarantee fees, if applicable, are disclosed in Item 6 (Other Fees) of this Disclosure Document. If the franchisee is an individual, the individual franchisee (and his/her spouse, if married) must personally guarantee the debt. If the franchisee is a corporation, limited liability company, partnership, or other entity, each of the principals of the entity (and each of their respective spouses, if married) must personally guarantee the debt. Once paid, the lease guarantee fee is non-refundable under all circumstances. We do not offer financing for the lease guarantee fee as it is payable in full upon the execution of the guarantee. Neither we, nor any of our affiliates, are required to serve as a guarantor of your lease for the site of your bakery. The decision of whether to serve as a guarantor of your lease shall be made at our sole and absolute discretion.

If you purchase a corporate bakery “as-is” that is owned and operated by one of our affiliates, we may finance up to 100% of the purchase price, at our sole discretion. When you purchase a corporate-owned bakery from one of our affiliates, you will enter into an “Asset Purchase Agreement” (see Exhibit D: Asset Purchase Agreement (For Sale of a Corporate Store to a Franchisee)). If you finance any portion of the purchase price of the corporate-owned bakery through Wetzel’s Pretzels or one of our affiliates, you will also enter into a “Promissory Note and Security Agreement” and a “Guaranty,” which are exhibits to the Asset Purchase Agreement (and also the form of agreement we would use in any other limited, one-off circumstance in which we or our affiliates, in our sole discretion, provide financing). The purchase price may include the initial franchise fee, any transferrable furniture, fixtures, and equipment, the leasehold, and/or any transferable leasehold improvements that are located in the bakery at the time of purchase, along with any inventory in the bakery at the time of purchase. The lender providing the financing is Wetzel’s Pretzels or one of our affiliates, whichever entity owns the bakery. The annual rate of interest charged will be between 0% and 12% and will depend on the creditworthiness of the franchisee, the amount being financed, and the dollar amount being paid up-front by the franchisee.

There are no finance charges associated with the Promissory Note and Security Agreement. The amount being financed will be required to be re-paid in equal monthly installments and the period of repayment will be between 12 months and 60 months, depending on the amount being financed. The security interest required by us is a first position lien on all equipment. If the franchisee is an individual, the individual franchisee (and his/her spouse, if married) must personally guarantee the debt. If the franchisee is a corporation, limited liability company, partnership, or other entity, each of the principals of the entity (and their respective spouses, if married) must personally guarantee the debt. The Promissory Note and Security Agreement may be pre-paid in full or in part at any time and from time to time without penalty. The franchisee's potential liabilities upon default include: (i) an accelerated obligation to pay the entire amount due, including but not limited to all accrued and unpaid interest, if the default is not cured within seven calendar days; and the interest rate will be increased to an annual rate of 18%; (ii) obligation to pay costs and attorneys' fees incurred in collecting the debt; (iii) termination of the franchise; and (iv) liabilities from cross defaults resulting from non-payment or from the loss of business property on franchisee's other bakery(s) named in the Promissory Note and Security Agreement and granting either Wetzel's Pretzels or one of its affiliates the right to take back the bakery(s). Additional waiver provisions are set forth in the Promissory Note and Security Agreement attached in Exhibit D to this Disclosure Document. The Promissory Note and Security Agreement requires franchisees to waive the following legal rights: demand, notice, diligence, protest, presentment for payment, and notice of extension, dishonor, protest, demand and nonpayment of the promissory note; any release or discharge by reason of any release or substitution of, or other change in, any security given for the indebtedness or the obligation of any person or entity who may become directly or indirectly liable for the note or any extension or other modification of the note; and rights to contest or appeal our exercise of the take back rights and not receiving compensation for the bakery after the take back rights have been exercised. The Promissory Note and Security Agreement also bars the franchisee's right to contest the take back rights.

We require a first lien position in all equipment as a security interest to be given by the franchisee. We do not intend to sell, assign or discount to a third party any financing arrangement. We do not arrange financing from other sources; therefore, we do not receive direct or indirect payments from placing financing.

The lease for a corporate bakery is entered into by one of our affiliates. When you purchase the corporate bakery, you will enter into a Sublease with our affiliate using our standard form of Sublease where you pay all monies owing under the Master Lease directly to the property owner, or our standard form of Sublease in which you pay all monies owing under the Master Lease to our affiliate and the affiliate will pay the property owner, which are exhibits to the Asset Purchase Agreement. The Sublease will contain substantially the same terms as the Master Lease. The term of the Sublease will be for the entire term of the Master Lease, less one day.

If we determine that you do not have the financial capacity to perform your obligations with respect to the site or the Master Lease, we may deny approval of the site and/or Master Lease. That disapproval will be deemed to be reasonable. In that event, we or our affiliates or franchisees may operate a *Wetzel's Pretzels* bakery at that site.

We or our affiliates may, in our sole discretion, lease the site approved by us for your *Wetzel's Pretzels* bakery and sublease the site to you. In addition, if and when you sign the Sublease, you must pay to us your first month's rent in an amount equal to the current monthly gross rent due under the Master Lease, plus a security deposit in an amount equal to one month of

gross rent due under the Master Lease. (We reserve the right, however, to require a greater security deposit, based upon your creditworthiness).

Please note, if you intend to lease the site of your Bakery, the lease must include certain lease provisions (See Attachment 7 of the Franchise Agreement: Lease Provisions; Exhibit E-1: Franchise Agreement – Section 7.3.1).

~~We do not offer direct or indirect financing. We will not guarantee your note, lease, or obligation.~~

ITEM 11: FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening Obligations

Before you open your Franchised Business, we will:

Buildout and Decor

For a Bakery, we will give you a construction manual to guide you in constructing tenant improvements to, furnishing, and equipping your Bakery. For a Concession Truck or Trailer, we will give you a construction manual that will indicate the layout, specifications and construction design requirements for your Concession Truck or Trailer. (Franchise Agreement § 5.1).

Initial Training

We will conduct an initial training program in the operation of the Franchised Business under our System (Franchise Agreement § 5.2).

Manual

We will lend you or make available to you on our intranet a Manual containing explicit instructions for use of the Marks, specifications for goods that will be used in or sold by the Franchised Business, sample business forms, information on marketing, management, and administrative methods developed by us for use in the Franchised Business, names of approved suppliers, and other information (Franchise Agreement § 5.3).

Approved or Designated Suppliers

We will give you, in the Manual or otherwise in writing, a list of names and addresses of approved or designated suppliers of specified goods and services that you may or must, respectively, use or sell in your Franchised Business (Franchise Agreement § 5.4). Site Selection (For WETZEL’S PRETZELS Bakeries).

For a WETZEL’S PRETZELS Bakery, you must have an approved site before we sign a franchise agreement with you. Usually, a prospective franchisee comes to us because we have identified a site and seek a franchisee to develop the location. We expect each prospective

franchisee to independently evaluate the merits of any site before entering into a franchise agreement. On the rare occasions when a prospective franchisee proposes a site to us, it usually controls the site, either as owner of the real property or through a business relationship with the landlord, and has decided it wants to put a WETZEL'S PRETZELS Bakery at that location. We have no formal procedure for evaluating a site that a prospective franchisee presents to us.

Competition for tenant space is keen in the malls and shopping centers where our Bakeries are located. You must permit us to negotiate the lease and you must promptly sign it when it is presented to you. We do not refund the franchise fee if you do not sign a lease. You must have our prior written approval of any lease you sign and must use your best efforts to add the lease provisions listed in Attachment 6 to the Franchise Agreement to the lease. No later than 18 months before lease expiration, you must permit us to represent you in negotiating a renewal lease. You must sign the lease that we negotiate for you within thirty (30) days after we present it to you. Failure to sign a lease within the period allowed by the Franchise Agreement is an event of default and, if not cured within 30 days after notice of default, is grounds for our terminating the agreement.

Site Selection (Concession Trucks or Trailers)

We do not provide any site selection guidelines for Concession Trucks or Trailers.

Time Before Opening (for Bakeries Only)

~~We estimate that the length of time between signing the Franchise Agreement and you will opening of the your WETZEL'S PRETZELS Non-Street-Front Bakery Bakery will be about six (6) to nine twelve (912) months, after the Effective Date of your Franchise Agreement. when you remain diligent in making timely payments to vendors and responding promptly throughout the process. For~~ We estimate that the length of time between signing the Franchise Agreement and opening a Street-Front Bakery streetside location that is not yet identified as of the Effective Date of your Franchise Agreement we estimate that you will open your WETZEL'S PRETZELS Street-Front Bakery may take about between nine (9) to eighteen (18) months after the Effective Date. You may not open your Bakery to the public until we certify in writing that, in our view and for purposes of protecting brand standards, you and your employees are prepared to begin operation. By certifying that we believe your Bakery is prepared to open, we do not guarantee that your Bakery will be successful or that it complies with all laws or regulations. Success is dependent on several factors, including, but not limited to, your skill, your efforts, and general economic conditions, all of which are not within our control. You are required to open your WETZEL'S PRETZELS Bakery and begin business no later than twelve (12) months after the Effective Date, unless you obtain a written extension of this time period from us.

Notwithstanding the foregoing, for a Street-Front location that is not yet identified at the Effective Date, you are required to open your Bakery between nine (9) and eighteen (18) months after the Effective Date, unless you obtain a written extension of this time from us. Your Franchised Business must be open and operating for business for a minimum number of days per week and hours per week, as described in greater detail in the Manual. real estate availability, format, and ~~The Franchise Agreement requires you to open the WETZEL'S PRETZELS Bakery and begin business no later than nine (9) months after signing the Franchise Agreement, unless you obtain a written extension of this time period from us. Length may be increased above these estimated ranges depending on permit timing of local governmental jurisdictions.~~

For a WETZEL'S PRETZELS Bakery, you must employ a construction manager whom we have approved within ten (10) days after we sign the Franchise Agreement. You must submit all construction plans and designs to us for our prior written approval within thirty (30) days after we sign the Franchise Agreement.

Factors that may affect the length of time before you are ready to open your Bakery include obtaining government permits and construction delays. Additional time may be needed to complete construction or remodeling as it may be affected by adverse weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Franchised Business including decorating, purchasing and installing fixtures, equipment and signs and to complete preparation for operating the Franchised Business including purchasing inventory and supplies.

~~Based on real estate availability, format and permitting times, we anticipate that a franchisee will open a streetside Bakery between nine (9) and eighteen (18) months after signing the Franchise Agreement. The Franchise Agreement requires you to open a Bakery and begin business no later than the lesser of eighteen (18) months after signing the Franchise Agreement or six (6) months from our approval of the site for the Bakery, unless you obtain a written extension of this time period from us.~~

If Franchisor and you cannot agree on a site, you do not obtain a site within the time period required, or if you fail to open within the time period required, we may terminate the Franchise Agreement.

In order to help you keep to the above timeframe to open your Bakery, you will be required to place equipment orders with suppliers not more than ten (10) days of the date the layout is approved for your Bakery. Suppliers may require deposits to be paid when placing equipment orders. If required by suppliers, you must pay these deposits when required by the suppliers.

Time Before Opening (for Concession Trucks and Trailers)

We estimate that the length of time between signing of the Franchise Agreement and opening of the WETZEL'S PRETZELS Concession Truck or Trailer will be about three (3) to six (6) months, but timing may vary due to truck availability, permitting and fabrication. You must obtain the Concession Truck or Trailer from one of our approved suppliers. You will be required to open your Concession Truck or Trailer for business by the earlier of (i) within six (6) months from the signing of your Franchise Agreement; or (ii) within thirty (30) days of the date you receive the built-out Concession Truck or Trailer. Factors that may affect the length of time before you are ready to open your Concession Truck or Trailer include obtaining government permits and construction delays.

Remote Mobile Unit Addendum (for Bakeries only)

You do not need our approval of the site of a Remote Mobile Unit operated under a Remote Mobile Unit addendum as long as the location is within your Bakery's Protected Area.

Post-Opening Obligations

During your operation of your Franchised Business, we will:

Continuing Education

We will offer continuing education programs at the Bi-Annual Convention (Franchise Agreement § 5.5).

Consultation

We will use our best efforts to make our personnel available to you for consultation throughout the term of the franchise in a timely manner for no additional charge except reimbursement of direct costs (Franchise Agreement § 5.6).

Advertising Fund

We will administer the advertising fund (Franchise Agreement § 5.7).

Proprietary Products Availability

We will use our best efforts to ensure that we or a designated supplier will at all times have a supply of Proprietary Products for sale to you (Franchise Agreement § 5.8).

Advertising Services

We will administer an advertising fund, which will be accounted for separately on the general ledger.

The purpose of the fund is to pool our advertising money and that of each of our franchisees so as to achieve greater benefits for all in promoting the Trade Name and Marks. Franchisees must contribute to the advertising fund at the following rates: for a Non-Street-Front Bakery, 1% of Adjusted Gross Revenue; for a Non-Street-Front Bakery located within a Walmart location, 2% of Adjusted Gross Revenue; and for a Street-Front Bakery, 3% of Adjusted Gross Revenue. We may, in our sole discretion, increase the advertising fund contribution upon 30 days' prior written notice to you, to not more than the following percentages of the Adjusted Gross Revenue of your Bakery during the previous week: 3% for a Non-Street-Front Bakery, 4% for a Non-Street-Front Bakery located within a Walmart location, and 5% for a Street-Front Bakery. ~~franchisees must contribute to the advertising fund at a rate of 3% of Adjusted Gross Revenue.~~ Company-owned Bakeries presently contribute to the respective fund in the same percentage of their Adjusted Gross Revenues as described above, although we are not obligated to continue to do so.

The advertising fund may be used to pay for market research (whether we or a third-party perform the market research), creative development and production of advertising materials (whether we or a third-party develop and/or produce the advertising materials) and develop and/or produce initiatives (whether we or a third-party develop and/or produce such initiatives). Salaries of our employees who are primarily tasked with performing advertising, marketing and/or promotional activities for franchisees, the advertising fund and/or the System as a whole may be charged to the advertising fund. In addition, the fund may be used to pay for point-of-purchase materials or public relations projects. Further, up to twenty percent (20%) of fund money will be paid to us as compensation for our administration of the advertising fund (Franchise Agreement § 5.7.1).

If requested in writing by a franchisee, we will distribute to that franchisee, once a year, an advertising fund report which will set out the total amounts of money collected and spent by the applicable fund during the past year and list, by general category, the manner in which the money was spent. The books of each advertising fund will be audited as part of the general annual audit of our books. We will give you a copy of our audited financial statements once a year upon request once the statements have been released by the auditor (Franchise Agreement § 5.7.1).

We reserve the unqualified right to determine, in our sole discretion, how advertising fund money may be spent. The only condition is that the money must be used in a manner that is reasonably related to the general promotion of the applicable Trade Name and Marks, which may include reimbursement to us, our affiliates or parent for salaries, benefits, overhead and other administrative expenses incurred in connection with administering the applicable advertising fund (Franchise Agreement § 5.7.2). Reimbursement of our expenses, if charged to the fund, would be in addition to the administration fee described above.

The advertising program will primarily use point-of-purchase materials. In addition, we may make use of event marketing, radio, and free-standing inserts (Franchise Agreement §5.7.1). In our fiscal year ending November 30, 2025~~4~~, ~~72.1~~68.9% of the expenditures of the advertising fund were for production and media placement and ~~27.9~~31.1% were for overhead and administration.

We may use an outside advertising agency to supplement the efforts of our marketing personnel. Each applicable advertising fund may be used to pay for the services of an outside advertising agency as well as the salaries of our personnel while they are conducting advertising fund business, which may include but is not limited to conducting market research, public relations, developing advertising materials or conducting other advertising activities.

On Wednesday of each week (or any other weekday we specify) during the Term of the Franchise Agreement, you will pay the advertising fund contribution (~~for a Non-Street-Front Bakery, 1% of the Adjusted Gross Revenues received by you in the immediately preceding week, for all other franchisees unless~~ or for a Street-Front Bakery, 3% of the Adjusted Gross Revenue received by you in the immediately preceding week.~~for a streetside location~~). For calculation purposes, each week ends at close of business on Sunday. In addition to contributions to the Fund we strongly recommend that you spend not less than 2% of your monthly Gross Sales on local advertising.

If all advertising fund contributions are not spent in the year in which they are collected, they will be retained in the applicable advertising fund for use in a following year. There is no requirement that we spend any minimum amount of the advertising fund money in your geographic region.

We will not use any of the advertising fund contributions to pay for advertising that principally solicits sale of franchises.

We do not have an advertising council composed of franchisee representatives to advise us on advertising policies. You do not have to participate in a regional advertising cooperative.

If you operate a Street-Front Bakery, a Bakery co-branded into another brand restaurant or

store of one of our affiliates, or any other Bakery location for which the required Grand Opening Advertising fee is \$5,000, you must spend at least five thousand dollars (\$5,000) on a grand opening advertising program. If you operate a Non-Street-Front Bakery located in a mall, you must spend at least three thousand dollars (\$3,000) on a grand opening advertising program. Your grand opening advertising program must be conducted in accordance with the general guidelines in the Manual for an initial advertising program. If you operate a streetside Bakery, you must spend at least three thousand dollars (\$3,000) on a grand opening advertising program. Your grand opening advertising program must be conducted in accordance with the general guidelines in the Manual for an initial advertising program.

You agree to submit to us copies of all advertising materials that you propose to use at least two weeks before the first time they are broadcast or published. We will review the materials within a reasonable time and will promptly notify you whether we approve or reject them. We may not withhold our approval unreasonably. For purposes of this paragraph, advertising materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if we have approved specified materials, we may later withdraw our approval if we reasonably believe it necessary to make the advertising conform to changes in the System or to correct unacceptable features of the advertising, including but not limited to any misrepresentation in the advertising material.

If you are required to spend funds toward Local Marketing activities, costs and expenditures you may incur for any of the following do not count towards your required Local Marketing expenditures, unless we agree in writing otherwise: (i) salaries and expenses of your employees, including salaries or expenses for attendance at advertising meetings or activities; (ii) in-store materials consisting of fixtures or equipment; (iii) expenditures relating to the use of Social Media Platforms and/or the development and/or use of Social Media Materials; and (iv) seminar and educational costs and expenses of your employees.

You are prohibited from engaging in wholesale, computer, or mail-order marketing.

Point of Sale System

You must buy electronic cash registers with touch screen technology (“POS Register”) from our designated supplier (usually one or two), plus an electronic receipt printer and modem that meet our specifications. For a WETZEL’S PRETZELS Bakery or Concession Truck or Trailer, the current price ranges from less than \$500 for a one-register system to less than \$1,000 for a two-register system after substantial vendor discounts. You will also participate in our loyalty program, for which you must acquire a scanner for each POS Register, currently \$400 to \$500 each, a monthly API subscription fee of \$25.00 per month, a Data Management Subscription fee of \$50.00 per month per POS station, a Software Standard Subscription of \$60.30 per month to our approved supplier. Additional screens/displays increase monthly fees.- You must obtain credit card and gift card processing services from our approved vendors. The charges associated with credit card and gift card transactions are compiled per transaction and therefore will vary from bakery to bakery. We estimate that the costs associated with credit card transactions will be between 1% and 4% of your gross sales. Gift card transactions will cost you 11% of the gift card redemption, and may increase at any time with a 30 day notice. A copy of the current Gift Card Participation Agreement as of the date of this disclosure document is attached to this disclosure document as Exhibit F. During the Term of the Franchise Agreement, we may require

you to change the POS system or any component thereof, upon our written notice to you, at your sole cost and expense. There are no restrictions on our right to change the POS system or any component thereof and no limit on the cost of a new or upgrade to the POS system or component thereof. All franchisees are required to participate in online ordering and delivery programs, which may, in Franchisor's sole discretion, require you to pay for certain goods and/or services from Franchisor, Franchisor's affiliate, and/or unaffiliated third-party providers. For example, as of the Disclosure Document's Issuance Date, franchisees are required to enter into an agreement with, and pay corresponding fees to, Olo as established by Olo for such goods and/or services. Applicable fees may include, as of the Disclosure Document's Issuance Date, a monthly fee of \$50, a dispatch fee of \$0.50 per order plus a portion of the delivery fee, a Technology Transaction Fee ranging from \$0.025 to \$0.035 per transaction, an Order with Google fee equal to 5% of the order subtotal, an Olo Pay fee ranging from 2.65% to 2.80%, a one-time store activation fee of \$250 for all new locations, and chargeback fees of \$5 per dispute; additional fees may apply if applicable, including a Catering Monthly Fee, Catering Order Transaction Fee, Billing Service Admin Fee, Post-Launch Transaction Fee, and a Location Transfer Fee. This provider and/or its fees may change, in Franchisor's sole discretion, upon advance notice to you. Additionally, third-party delivery programs may charge varying fees, including commissions of 15% to 24%, order processing fees (for example, \$0.99 promo fees, 2.99% processing fees, or 3.05% plus \$0.30 per order), and pickup fees of 6% to 10%. Program terms and fees vary by provider and may change or increase under the provider's then-current terms.

Although we do not currently require that you license and use web-based data storage and retrieval systems, we may require that you do so in the future. We may designate a supplier of web-based data storage and retrieval systems. If we do, you will be required to retain the services of our designated web-based data storage and retrieval systems. Typically, monthly fees charged by data storage and retrieval system vendors range between \$85 and \$125. To ensure data security, you are required to have a high-speed internet service that does not open a browser application. Through the POS system, we will have online access to your sales data on which a variety of sales reports may be based and upon which your royalty and advertising fund contributions will be calculated. You may obtain copies of these reports upon request from us. There is no contractual limitation upon our right to access this data.

You must upgrade, update and/or replace the hardware, including the POS system, at your own expense whenever we inform you that it is necessary. There is no limit in the contract on the frequency at which you may be required to upgrade, update and/or replace the hardware or on the annual cost of doing so. However, it is not our practice to require frequent upgrades, updates and/or replacements.

There are no optional or mandatory maintenance, updating, upgrading or support contracts. Support and repairs may be obtained at hourly rates from the system's vendor.

Manual

Attached to this disclosure document as Exhibit H is the Table of Contents for our Manual. The Table of Contents will state the number of pages devoted to each subject contained in the Manual. The Manual is in digital format, and overall content is equivalent of 239 pages.

Training Program

TRAINING PROGRAM - WETZEL’S PRETZELS BAKERIES AND CONCESSION TRUCKS OR TRAILERS			
SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Owner’s Workshop	6	8	A training location* or via videoconference
Operations/Recipes	6	12	A training location* or via videoconference
Product Knowledge	4	4	A training location* or via videoconference
Customer Service	4	5	A training location* or via videoconference
POS System	4	8	A training location* or via videoconference
Personnel/Scheduling	4	0	A training location* or via videoconference
Suppliers/Specifications	4	1	A training location* or via videoconference
Marketing/Promotions	4	2	A training location* or via videoconference
Start-up Procedures	4	0	A training location* or via videoconference
TOTAL	40	40	

Currently, we provide our classroom training at our corporate training center in Pasadena, California, online, or at such other location designated by us. On the job training is provided at one of our ~~four~~ training locations (which are typically company-owned Bakeries) located in ~~Southern California, Denver, Colorado, Orlando, Florida, or Las Vegas, Nevada~~ or such other location designated by us. We will attempt to provide training at a location that is convenient for you to travel to, ~~but~~ but cannot guarantee that training will be provided at location closest to your residence. We may develop, add, remove or otherwise change training locations, as we determine. ~~In rare cases where classroom training is not practical or possible to be provided in person, w~~ We may provide classroom training by videoconference, at our sole discretion, through a software platform such as Zoom, Teams or other similar platforms selected by us at our discretion.

The training program will be conducted as often as needed to ensure that each franchise owner completes the course as close to the store opening as possible. Additional training may be administered later at your Franchised Business. Training material will primarily consist of a training manual and the Manual.

The training program will be supervised by someone such as Eric Weigel, who has multiple years of experience in operational training.

You must attend and successfully complete the training program to our satisfaction before you may open a Franchised Business. You may send as many as three additional members of your management to training at no additional charge in addition to you. If you send more than ~~three~~ four people to training (including you), we will assess a training fee of \$750 for each additional person. You must pay your own incidental expenses, such as travel, lodging and parking, and those of your employees in connection with training.

We will offer continuing education programs at the Bi-Annual Convention. Your attendance at the Bi-Annual Convention is important and mandatory. Because planning and funding the Convention requires a substantial advance financial commitment on our part, we have the right to debit your bank account for a registration fee of \$1,500. Failure to attend is a breach of the Franchise Agreement (Franchise Agreement §§ 5.5 and 6.9).

We will not pay any compensation to trainees for work performed during any training program.

ITEM 12: TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

For WETZEL'S PRETZELS Bakeries Only

Each WETZEL'S PRETZELS Bakery is granted for a specific location that is described in the Franchise Agreement (the "Approved Location").

You may not engage in or solicit sales except for over-the-counter retail sales at the Approved Location and, if you have signed a Remote Mobile Unit addendum, from a Remote Mobile Unit within your Protected Area. You are not granted the right to engage in wholesale, computer, or mail-order marketing.

We will grant you a Protected Area consisting of the smaller of the area within a one-half mile radius of the Approved Location or the shopping center or mall where the Bakery is operated. We agree not to authorize any other company- or franchisee-owned WETZEL'S PRETZELS Bakery to operate within the Protected Area.

The "Protected Area" granted to you does not include sites in hotels, motels, airports, railroads, train stations, other modes of mass transportation, sports arenas, casinos, theme parks, movie theaters, college and university campuses, healthcare facilities, malls, regional malls, outlet malls, guest lodging facilities, day care facilities of any type, government facilities, as well as the premises of any third-party retailer (including supermarkets, grocery stores and convenience stores) or any other location or venue to which access to the general public is restricted such as

remodeling, modernizing and/or redecorating is required under your lease.

(e) You have renewed or have the right to renew the lease for the Approved Location according to section 7.3.1 of the Franchise Agreement.

(f) You and any Related Parties that are guarantors to the Franchise Agreement have signed a special release of claims, in the form of Attachment 2 to the Franchise Agreement, with respect to past dealings with us and our Related Parties.

(g) You have paid the renewal fee described in the Franchise Agreement.

You may not solicit or accept orders outside your Protected Area, because your franchise is strictly limited to the right to engage in over-the-counter retail sales. You will have no right of first refusal to acquire an additional franchise outside your own Protected Area. However, for WETZEL'S PRETZELS franchisees, we may, at our sole discretion, offer you an exclusive one-year option to enter into a franchise for a Bakery in a specific mall or shopping center, if and when, within the option period, a site becomes available. Options may not be available for all locations and to all franchisees and our criteria in offering them may vary at different locations and times. ~~We may not grant such options to streetside locations.~~

Except as expressly stated, neither we nor any affiliate competes with or intends to compete with franchisees through a competitive retail business or under another trade name or marks. Neither we nor our affiliates are restricted from establishing other franchises or company-owned outlets or other channels of distribution selling or leasing similar products or services under a different mark either inside or outside your Protected Area.

You are not required to meet any quota or conditions to maintain your rights in your Protected Area.

There are no circumstances under which we would be permitted to modify your territorial rights under the Franchise Agreement while the agreement remains in effect.

For Concession Trucks or Trailers

Each Concession Truck or Trailer is granted a "Mobile Area," also referred to as a Protected Area. If you are granted a Concession Truck or Trailer franchise, you will operate your franchise from the Concession Truck or Trailer only. You will not engage in or solicit sales other than from the Concession Truck or Trailer, which may be parked anywhere within the Mobile Area. You are not granted the right to engage in wholesale, computer, or mail-order marketing. Mobile Areas exclude any geographic area that is within one-half (1/2) of a mile of any Bakery, whether open yet or not.

We agree not to authorize any other company- or franchisee-owned WETZEL'S PRETZELS Concession Truck or Trailer to operate within the Mobile Area.

We may authorize any other company- or franchisee-owned WETZEL'S PRETZELS Bakery to operate within the Mobile Area.

The "Mobile Area" does not include sites in hotels, motels, airports, railroads, train stations, other modes of mass transportation, sports arenas, casinos, theme parks, movie theaters,

above 100 degrees Fahrenheit, you are required to notify you franchise business manager if or when you are temporarily closing for the season and receive approval from WETZEL'S PRETZELS.

You are required to either personally supervise your Franchised Business or employ a Designated Manager to supervise the Franchised Business on a day-to-day basis. Regardless, both You and tThe Designated Manager, if you choose to employ one to supervise the Franchised Business, must successfully complete our initial training program and be certified by us as a manager before starting work. There is no requirement that your Designated Manager have an equity interest in the Franchised Business. Your Designated Manager must be fluent in the English language. There are no limitations on whom you may hire as a Designated Manager. Your managers must sign a Nondisclosure and Noncompetition Agreement in the form of Attachment 7 to the Franchise Agreement.

You or the person you have employed as your Designated Manager must devote all his or her productive time and effort to the on-premises management and operation of the Franchised Business, in the minimum amount of 40 hours per week. You, tThe Designated Manager or another employee who has successfully completed our initial training program must be present at the Franchised Business whenever the Franchised Business is open for business. If we, in our sole discretion, determine that a Designated Manager is not properly performing his duties, we will advise you and you must immediately take steps to correct the situation. You must keep us informed as to the identity of your Designated Manager. Upon the termination of employment of a Designated Manager, you must appoint a successor within 30 days. Any successor Designated Manager must successfully complete our training program before starting work in the Franchised Business.

If you are an individual and married, your spouse must: sign the Personal Guaranty and Subordination Agreement (see Attachment 9 of Franchise Agreement: Personal Guaranty and Subordination Agreement) in which your spouse agrees to perform, and guarantees, all of the franchisee's obligations to us and our affiliates contained in the Franchise Agreement (see Exhibit C) and a Non-Disclosure and Non-Competition Agreement (See Attachment 8 of the Franchise Agreement: Non-Disclosure and Non-Competition Agreement); if applicable; sign the Guaranty of Sublease in which your spouse agrees to perform, and guarantees, all of the sublessee's obligations to us and our affiliates contained in the Sublease (see Exhibit G); and, if you purchase a corporate restaurant, sign the Guaranty of Promissory Note and Security Agreement (see Exhibit D: Guaranty of Promissory Note and Security Agreement). Each person, corporation, partnership, limited liability company or other entity that owns, directly or indirectly, an equity interest in the franchised entity ("Principal"), and each executive officer must sign the Personal Guaranty and Subordination Agreement attached to the Franchise Agreement ("Personal Guaranty") in which the Principal agrees to be bound by the restrictive covenants, the confidentiality provisions and certain other provisions contained in the Franchise Agreement. Each Principal (and his/her spouse, if married) must also: sign the Personal Guaranty and Subordination Agreement of Franchise Agreement in which the Principal (and his/her spouse, if married) agree to perform, and guarantee, all of the franchisee's obligations to us and our affiliates contained in the Franchise Agreement; his/her spouse, if married, sign the Non-disclosure and Non-Competition Agreement; if applicable; and if purchasing a corporate restaurant, sign the Guaranty of Promissory Note and Security Agreement in which each Principal (and his or her spouse, if married) agrees to perform, and guarantees, all of the franchisee's obligations to us and our affiliates contained in the Promissory Note and Security Agreement. In the event that any

person who has not signed an appropriate guaranty becomes your spouse or the holder of any class or your stock or ownership interests or a spouse of such holder, at any time after the execution of the respective agreement as referenced above, you must cause such person(s) to immediately execute and deliver the required guaranty to us.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all the products and services and only the products and services that we have authorized you to provide. The Franchise Agreement does not limit our right to change the goods and services you are authorized to offer.

If we advise you that a product or service must be obtained from a designated supplier, you must use the supplier we designate. If we advise you that a product or service may be obtained only from an approved supplier, you must obtain our prior written approval of any supplier that we have not already approved in writing.

You are not granted the right to engage in wholesale, Internet, or mail-order sales. You may engage only in over-the-counter sales at the Approved Location, unless we permit you to engage in Delivery or Catering services.

You may not engage in Delivery or Catering and/or off-premises sales of products or services to customers except as expressly permitted by us in writing. We may require you to provide Delivery services. We may also require you to participate in Delivery or Catering programs, either through or in partnership with third parties, us or independently. If we require you to participate in Delivery or Catering programs, either through or in partnership with third parties, us or independently, you must immediately take all steps deemed necessary by us to participate in these Delivery or Catering programs and commence participation.

If we allow or require Delivery or Catering services, we have the right to prescribe rules as we deem appropriate, including the boundaries of your delivery area (which may not be the same area as the Protected Area) and the manner and form of distribution of marketing, promotional or Delivery or Catering materials. We can revoke your right to provide Delivery at any time, including as a result of your inability to provide Delivery or Catering in accordance with our then-current standards. Similarly, we can make adjustments to your provision of Delivery or Catering services (including the size of your delivery area) for any reason, including changing market conditions, population changes, and other relevant conditions.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

<p>Conditions for franchisor approval of transfer</p>	<p>9.2 – 9.4</p>	<p>Except as described<u>described</u> below, you may not transfer your Franchise Agreement except with our written consent.</p> <p>You may transfer the Franchise Agreement to an entity of which you directly own 100% interest for convenience of ownership. If the new franchisee is a business entity, all holders of a 10% or greater interest in the new franchisee must sign a guaranty. You must reimburse us for all costs and expenses that we incur in connection with such a transfer, including attorneys' fees, <u>and in the case of an Affiliate Transfer, the Document Administration Fee applies instead of the standard transfer fee.</u></p> <p>With our written consent, you may transfer the Franchise Agreement to a new franchisee provided that the new franchisee qualifies, the transfer fee is paid, the purchase agreement approved, training is completed, a release signed, and the new franchisee signs <u>our then-current form of Franchise Agreement. You also must satisfy the other conditions in Sections 9.2 through 9.4, including updating the franchised business to then-current standards, as applicable.</u>current agreement.</p> <p>Before shares of a Franchisee which is a business entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, our affiliates, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable fee to reimburse us for our costs and expenses associated with reviewing the offering materials.</p>
<p>n. Franchisor's right of first refusal to acquire franchisee's business</p>	<p>9.3</p>	<p>We have the right to match any offer to buy your business, exercisable within thirty (30) days of receiving the required</p>

Sublease

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

<u>Provision</u>	<u>Section in Sublease</u>	<u>Summary</u>
a. <u>Term of the Sublease</u>	<u>3.1</u>	<u>Ends upon the expiration of Master Lease</u>
b. <u>Renewal or extension of the term</u>	<u>3.2</u>	<u>Sublessee has no right or option to extend or renew the Sublease</u>
c. <u>Requirements for you to renew or extend</u>	<u>Not Applicable</u>	<u>There is no right to renew or extend</u>
d. <u>Termination by you</u>	<u>Not Applicable</u>	<u>You have no right to terminate the Sublease.</u>
e. <u>Termination by us without cause</u>	<u>Not Applicable</u>	<u>There is no right to terminate the Sublease without cause.</u>
f. <u>Termination by us with cause</u>	<u>10</u>	<u>Our Leasing Affiliate may terminate the Sublease for cause. Our Leasing Affiliate can terminate only if you default under the Master Lease and/or Sublease, and fail to timely cure, and/or you default (and fail to cure) under the Franchise Agreement which would be a cross-default under the Sublease.</u>
g. <u>“Cause” defined – curable defaults</u>	<u>10.1</u>	<u>Our Leasing Affiliate can terminate if you default in the: (i) payment of any sums you owe; (ii) performance of any of the terms, covenants, or conditions of the Master Lease or Sublease; or (iii) default under the Franchise Agreement or any other agreement between you or your affiliates and us or our affiliates.</u>
h. <u>“Cause” defined – defaults that cannot be cured</u>	<u>10.1</u>	<u>Bankruptcy of, or general assignment for the benefit of creditors by, franchisee; if Master Lease is terminated; Franchise Agreement is terminated or not renewed; defaults under the Master Lease that are not curable</u>
i. <u>Your obligations on termination/ nonrenewal</u>	<u>10</u>	<u>Our Leasing Affiliate may enter and take possession of the premises and all of the furniture, fixtures, equipment, signage, inventory and other items covered by our lien under Section 4.2 of the Sublease; you are not relieved of further obligations under the Sublease.</u>
j. <u>Assignment of agreement by us</u>	<u>12.8</u>	<u>Our Leasing Affiliate has the right to assign under the Master Lease.</u>
k. <u>“Transfer” by you – defined</u>	<u>9.1, 9.2, 9.3</u>	<u>Approval of Leasing Affiliate is required.</u>
l. <u>Our approval of transfer by you</u>	<u>9.1</u>	<u>Approval of Leasing Affiliate, at its sole discretion, and approval of landlord may be required.</u>
m. <u>Conditions for our approval of transfer</u>	<u>9</u>	<u>Our Leasing Affiliate must consent.</u>
n. <u>Our right of first refusal to acquire your business</u>	<u>Not Applicable</u>	<u>None. Our Leasing Affiliate already holds the Master Lease.</u>
o. <u>Our option to purchase your business</u>	<u>Not Applicable</u>	<u>None. Our Leasing Affiliate already holds the Master Lease.</u>
p. <u>Your death or disability</u>	<u>Not Applicable</u>	<u>None</u>
q. <u>Non-competition covenants during the term of the franchise</u>	<u>Not Applicable</u>	<u>None</u>

<u>Provision</u>	<u>Section in Sublease</u>	<u>Summary</u>
r. <u>Non-competition covenants after the franchise is terminated or expires</u>	<u>Not Applicable</u>	<u>None</u>
s. <u>Modification of the agreement</u>	<u>Not Applicable</u>	<u>None</u>
t. <u>Integration/merger clause</u>	<u>12.19</u>	<u>The Sublease, including any exhibits, contains the entire agreement of the parties.</u>
u. <u>Dispute resolution by arbitration or mediation</u>	<u>Not Applicable</u>	<u>None</u>
v. <u>Choice of forum</u>	<u>Not Applicable</u>	<u>None</u>
w. <u>Choice of law</u>	<u>12.9, 12.13</u>	<u>The laws of the state where the Premises are located applies.</u>

Note: Please see “Specific State Disclosures,” immediately following Item 23 of this disclosure document, for important information concerning your rights under certain laws of various states, including your rights regarding choice of law, choice of forum, termination and renewal.

ITEM 18: PUBLIC FIGURES

We do not use any public figure in our trade name or symbol. We do not use the endorsement of any public figure to promote the sale of franchises.

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.

Other than this Item 19, we do not make any financial performance representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it immediately to the franchisor’s management by contacting ~~Jon Fischer~~, Wetzels Pretzels, LLC, 35 Hugus Alley, Suite 300, Pasadena, CA 91103, telephone (626) 432-6900, the Federal Trade Commission and the appropriate state regulatory agencies.

As used in this Item 19, the term “Adjusted Gross Revenue” has the definition given to it in Note 2 to Item 6 of this FDD. If the term “Sales” is used in this Item 19, it means “Adjusted Gross

Revenue” and has the same definition given to it in Note 2.

The information presented in this Item 19 pertains to WETZEL’S PRETZELS Bakeries as well as WETZEL’S PRETZELS Concession Trucks or Trailers.

The information presented in this Item 19 also excludes sales information from (a) affiliate-owned WETZEL’S PRETZELS Bakeries, (b) WETZEL’S PRETZELS Bakeries that were not open at the start of fiscal 20254 or that were not continuously operating under the same franchise owner throughout the 20254 fiscal year, or that did not record at least 27 weeks of sales, and (c) WETZEL’S PRETZELS Bakeries that submitted late, incomplete, or illegible financial information, experienced hardware or software technical issues that inhibited proper reporting, or submitted such information in an unacceptable format.

	All Franchised WETZEL’S PRETZELS Bakeries	WETZEL’S PRETZELS Bakeries in Entertainment Center locations	WETZEL’S PRETZELS Bakeries in Outlet Malls	WETZEL’S PRETZELS Bakeries in Regional Malls	WETZEL’S PRETZELS Bakeries in NTO/Transit Locations	WETZEL’S PRETZELS Bakeries in Walmart Store Locations	WETZEL’S PRETZELS Concession Trucks or Trailers
Sample Size	295269	68	3738	165154	2423	4225	21
Average Adj. Gross Revenues	813,125826,381	937,5041,004,656	988,190998,259	949,694935,417	562,792530,472	517,022566,694	274,402281,094
% of WETZEL’S PRETZELS Bakeries at or Above Average	40%41%	33%38%	41%37%	42%40%	25%26%	43%40%	43%48%
# of WETZEL’S PRETZELS Bakeries at or Above Average	117409	23	1544	7062	6	1840	940
Highest Adj. Gross Revenues	2,813,4132,600,723	1,994,6902,191,978	2,813,4132,600,723	2,596,5142,580,957	2,098,5804,954,400	1,115,3384,207,182	740,084595,422
Median Adj. Gross Revenues	669,622727,125	656,670667,304	903,588885,204	827,962846,534	402,016340,992	464,825526,537	204,914251,134
Lowest Adj. Gross Revenues	71,93134,754	186,559300,634	216,131251,797	144,023200,421	71,93134,754	223575248,023	81,85397,097
Average # of weeks with sales in FY 20254 (out of 52 weeks)	51.150.9	51.746.0	52.052.0	51.951.8	50.450.3	52.052.0	41.944.2

Notes to Table 1:

1. The chart above reflects the Adjusted Gross Revenues for WETZEL’S PRETZELS Bakeries. The chart does not reflect net income or profits and does not include costs or expenses that you will incur in operating your WETZEL’S PRETZELS Bakery.

For those franchisees who operate a Remote Mobile Unit in connection with their WETZEL'S PRETZELS Bakery, the total Adjusted Gross Revenue from the operation of the Remote Mobile Unit and the WETZEL'S PRETZELS Bakery is reported together because it is not possible to separate out the Adjusted Gross Revenue from sales made at the WETZEL'S PRETZELS Bakery from those made at a Remote Mobile Unit. As previously stated, all food items are prepared at the Bakery and delivered to the Remote Mobile Unit for sale within the same mall. A Remote Mobile Unit gives a franchisee an opportunity to make sales from another location within the same mall. Your total Adjusted Gross Revenue may depend on whether you operate a Remote Mobile Unit in addition to your WETZEL'S PRETZELS Bakery.

2. Of the ~~192~~202 WETZEL'S PRETZELS Bakeries located in Regional Malls and Outlet Malls that were open for 12 months ended November 30, 202~~5~~4, ~~166~~59 WETZEL'S PRETZELS Bakeries operate without an RMU and ~~36~~3 WETZEL'S PRETZELS Bakeries operate with an RMU. The ~~166~~59 WETZEL'S PRETZELS Bakeries that operate without an RMU achieve Average Adjusted Gross Revenues of ~~\$837,216~~4,694 and a Median Adjusted Gross Revenues of ~~\$767,953~~8,625. ~~44.05~~3% of the WETZEL'S PRETZELS Bakeries that operate without an RMU achieve Average Adjusted Gross Revenues in excess of ~~\$834,694~~7,216. ~~49.75~~0.0% of the WETZEL'S PRETZELS Bakeries that operate without an RMU achieve Median Adjusted Gross Revenues in excess of ~~\$768,625~~7,953. The ~~36~~3 WETZEL'S PRETZELS Bakeries that operate with an RMU achieve Average Adjusted Gross Revenues of ~~\$1,458,471~~507,909 and a Median Adjusted Gross Revenues of ~~\$1,557,256~~64,026. ~~54.50~~0% of WETZEL'S PRETZELS Bakeries that operate with an RMU achieve Average Adjusted Gross Revenues in excess of ~~\$1,458,471~~507,909. ~~48.55~~0.0% of WETZEL'S PRETZELS Bakeries that operate with an RMU achieve Median Adjusted Gross Revenues in excess of ~~\$1,557,256~~64,026.
3. The above chart includes ~~269~~295 WETZEL'S PRETZELS Bakeries that were open for 12 months ended November 30, 202~~5~~4, and recorded sales for a majority (27 or more) of the 52 weeks of the fiscal year ending November 30, 202~~5~~4. Of the ~~269~~295 WETZEL'S PRETZELS Bakeries, 1 was in Alabama, ~~32~~4 were in Arizona, ~~152~~43 in California, 1 in Colorado, ~~12~~ in Connecticut, 23 in Florida, 31 in Georgia, 4 in Idaho, ~~1~~ in Iowa, 124 in Illinois, 3 in Indiana, 1 in Iowa, 13 in Maryland, 2 in Massachusetts, 4 in Michigan, 2 in Minnesota, 1 in Missouri, ~~65~~ in Nevada, 139 in New Jersey, 1 in New Mexico, ~~7~~10 in New York, 5 in Oregon, 1 in Pennsylvania, 7 in Puerto Rico, 32 in Tennessee, ~~21~~19 in Texas, ~~4~~2 in Utah, and ~~4~~6 in Washington. The franchises are substantially similar to those being offered in this disclosure document.
4. The figures for franchised WETZEL'S PRETZELS Bakeries were provided to Wetzel's Pretzels by franchisees. In all cases the Adjusted Gross Revenue figures have been used by us as the basis for collecting Royalties and calculating the Advertising Fund Contribution. In many instances, we have not audited these figures, nor have we independently confirmed their accuracy.
5. For purposes of Table 1, the following terms have the following definitions:

Entertainment Center Locations: An Entertainment Center Location is a place where people congregate to be entertained by performances or amusement, including but not limited to movie theatres, sports arenas, casinos, amusement parks and theme parks.

Outlet Malls: Outlet Malls are typically a large group of shops, "outlet shops" or "factory shops" usually located outside of a town or city in which the shop sells products and services at discounted prices. Store format and expense structure is very similar to Regional Malls.

Regional Malls: For purposes of Table 1, the term Regional Malls means all types of malls other than Outlet Malls.

NTO (Non-Traditional): Includes non-traditional transit locations (such as airports, ~~railroad stations,~~ train stations and other similar locations intended for other modes of transportation), travel plazas, convenience stores and military installations.

Concessions Truck/Trailer: Wetzel's-branded mobile Concessions Trucks or Trailers that have a full bakery operation and are assigned a specific mobile area in which to sell. Sales may take place via roadside parking, events, fairs, catering, etc.

6. Each of the WETZEL'S PRETZELS Bakeries used in compiling the figures in Table 1 above had been in operation for at least 12 months. In most cases financial performance, revenues and overall results for WETZEL'S PRETZELS Bakeries are materially less favorable during a WETZEL'S PRETZELS Bakery's first 12 months of operation.
7. The last row in the table titled "**Average # of weeks with sales in FY 20254 (out of 52 weeks)**" identifies the average number of weeks during fiscal year 20254 during which sales were recorded. Some formats, particularly, Wetzel's Pretzels Concession Trucks or Trailers tend not to be open and operating every week of the year for reasons that include, vacation time, weather, and truck repair.

TABLE 2: 20254 ADJUSTED ANNUAL GROSS REVENUES FOR REGIONAL MALLS AND OUTLET MALLS (WETZEL'S PRETZELS BAKERIES ONLY)

Systemwide - Regional Malls and Outlet Malls			
Adj. Gross Revenues Range	Low	High	Number of WETZEL'S PRETZELS Bakery Franchises
1	\$700,000	and up	1286
2	\$550,000	\$699,999.99	284
3	\$400,000	\$549,999.99	2430
4	\$250,000	\$399,999.99	106
5	Up to	\$249,999.00	62

Note to Table 2:

1. Because, as of November 30, 20254, 7168% of our franchisees operate a WETZEL'S PRETZELS Bakery within a Regional Mall or Outlet Mall, we have provided a further breakdown of the Adjusted Gross Revenues for those WETZEL'S PRETZELS Bakeries that are operated in Regional Malls or Outlet Malls.

General Notes to Item 19:

1. **Some WETZEL'S PRETZELS Bakeries have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.**
2. Many of the WETZEL'S PRETZELS Bakeries represented in this financial performance representation have operated for many years, have had time to develop brand awareness locally through grass roots promotional efforts, marketing efforts, and community involvement, and have had time to develop a base of customers that help provide a recurring revenue stream. New franchisees developing Bakeries in new markets where there is limited brand awareness and limited unit development may need to take more time and make more effort to build marketing effectiveness, brand awareness, a base of customers, and operational efficiencies. New markets often require franchisees to undertake additional local grass roots outreach to build affinity at the community level, to offer discounts to encourage customers to try the WETZEL'S PRETZELS Bakery as an outreach to new potential guests. Local efforts are required to enhance the impact of other forms of marketing, including national digital and social media exposure we may provide. From an operational standpoint, new markets often lack the density of Bakeries necessary to help build greater supply chain distribution efficiencies. These elements may affect your results and the time necessary to build your business.
3. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.
4. We encourage you to consult with your own accounting, business, and legal advisors to assist you to prepare your budgets and projections, and to assess the likely or potential financial performance of your franchise. We also encourage you to contact existing franchisees to discuss their experiences with the system and their franchise business.

TABLE 3A: ADJUSTED GROSS REVENUES, COSTS OF GOODS SOLD AND OPERATING EXPENSES FOR 2025~~3~~ (WETZEL'S PRETZELS REGIONAL MALLS AND OUTLET MALLS BAKERIES ONLY)

All Regions	Average	% of Net Sales	% of WETZEL'S PRETZELS Bakeries at or Above Average	# of WETZEL'S PRETZELS Bakeries at or Above Average
Net Sales	\$1,078,423 \$952,067	100.0% 100.0%	38.1% 40.9%	56 36
Costs of Goods Sold	\$207,278 \$202,826	19.2% 21.3%	38.8% 36.4%	57 32
Gross Profit	\$871,145 \$749,241	80.8% 78.7%	39.5% 38.6%	58 34
Operating Expenses:				
Labor	\$311,869 \$279,547	28.9% 29.4%	40.8% 45.5%	60 40
Rent	\$200,149 \$169,097	18.6% 17.8%	36.1% 38.6%	53 34
Other Expenses	\$168,429 \$135,110	15.6% 14.2%	42.9% 38.6%	63 34
Total Expenses	\$680,447 \$583,754	63.1% 61.3%	40.1% 40.9%	59 36
Net Operating Income	\$190,698 \$165	17.7% 17.4%	42.9% 44.3%	63 39

	,487		
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TABLE 3B: LOWEST, MEDIAN AND HIGHEST ADJUSTED GROSS REVENUES, COSTS OF GOODS SOLD AND OPERATING EXPENSES FOR 2025~~3~~ (WETZEL'S PRETZELS REGIONAL MALLS AND OUTLET MALLS BAKERIES ONLY)

All Regions	Lowest	Median	Highest
Net Sales	\$202,871\$ 266,944	\$937,507\$860 ,097	\$2,825,155\$2,546, 362
Costs of Goods Sold	\$45,584\$4 4,898	\$180,326\$179 ,511	\$538,015\$516,984
Gross Profit	\$148,635\$ 210,062	\$763,683\$655 ,795	\$2,300,600\$2,116, 784
Operating Expenses:			
Labor	\$93,212\$7 0,211	\$288,600\$262 ,240	\$746,138\$702,233
Rent	\$32,822\$2 3,982	\$167,401\$155 ,419	\$871,468\$551,027
Other Expenses	\$31,554\$3 3,209	\$142,490\$121 ,505	\$594,355\$359,754
Total Expenses	\$157,588\$ 127,402	\$598,492\$539 ,164	\$2,211,961\$1,613, 014
Net Operating Income	-\$85,048- \$38,158	\$162,252\$141 ,715	\$788,357\$647,842

Notes to Tables 3A and 3B:

1. This section is based on the unaudited sales and operating costs reported for ~~200-147~~franchised regional mall or outlet mall stores that were open and operating for the full 2023 ~~calendar~~ fiscal year, and for which the franchisee submitted profit and loss statements in the appropriate format for this period (“**Benchmark Stores**”). Although we have no information or basis to believe the data regarding Benchmark Stores is inaccurate, we have relied on the data reported by franchisees and have not formally audited it. ~~We are pursuing initiatives to automate profit and loss reporting with the goal of further increasing the amount and accuracy of the available data. Note: As franchised stores have approximately 120 days to submit year end financial statements, 2025~~4~~ sales and operating costs are not currently available. Though the numbers appear to accurately reflect the level of results expected, there is no guarantee that they are in whole or part correct.~~
2. For purposes of Tables 3A and 3B, the following terms have the following definitions:

Cost of Goods Sold – Cost of Goods Sold (sometimes referred to as COGS) is a figure which reflects the cost of materials used to produce the products you sell to your customers. It includes the cost of food ingredients (pretzel mix, butter, beverages, etc.), paper products (cups, napkins, bags, straws, etc.) and retail items.

Gross Profit – Gross profit is the Adjusted Gross Revenue minus Cost of Goods Sold.

Operating Expenses – Operating expenses are the day-to-day costs incurred in conducting

normal business operations:

Labor – Labor includes wages paid to your employees and payroll taxes paid for your employees. Labor does not include actual wages and related expenses you pay to yourself.

Rent – Rent includes the base rent for your lease including extra charges, such as common area maintenance (CAM) charges, real estate taxes, percentage rents, etc.

Other Expenses – Other expenses include such things as utilities (electric, telephone), royalties, ad fund fees, advertising, insurance (Workers' Comp, property, casualty, liability, health, etc.), licenses, permits, repairs, uniforms, store supplies, etc.

Total Expenses – The total of Labor, Rent and Other Expenses.

Net Operating Income – Gross Profit minus Total Expenses.

General Notes to Item 19:

1. **Some WETZEL'S PRETZELS Bakeries have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.**
2. Many of the WETZEL'S PRETZELS Bakeries represented in this financial performance representation have operated for many years, have had time to develop brand awareness locally through grass roots promotional efforts, marketing efforts, and community involvement, and have had time to develop a base of customers that help provide a recurring revenue stream. New franchisees developing Bakeries in new markets where there is limited brand awareness and limited unit development may need to take more time and make more effort to build marketing effectiveness, brand awareness, a base of customers, and operational efficiencies. New markets often require franchisees to undertake additional local grass roots outreach to build affinity at the community level, to offer discounts to encourage customers to try the WETZEL'S PRETZELS Bakery as an outreach to new potential guests. Local efforts are required to enhance the impact of other forms of marketing, including national digital and social media exposure we may provide. From an operational standpoint, new markets often lack the density of Bakeries necessary to help build greater supply chain distribution efficiencies. These elements may affect your results and the time necessary to build your business.
3. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.
4. We encourage you to consult with your own accounting, business, and legal advisors to assist you to prepare your budgets and projections, and to assess the likely or potential financial performance of your franchise. We also encourage you to contact existing franchisees to discuss their experiences with the system and their franchise business.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

We have revised our fiscal year so that it now ends November 30th rather than on or about December 31st. The 2025~~4~~ and 2024~~3~~ figures are reported as of our fiscal year ending November 30, 2025~~4~~. The 2023~~2~~ figures are reported on a fiscal year ending January 2, 2024~~3~~.

Tables in Item 20 include only franchised and corporate locations operating in the U.S. and Puerto Rico. It does not include locations in Canada and Panama.

**TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2023 THROUGH 2025**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	322	347	25
	2024	347	389 <u>390</u>	42 <u>43</u>
	2025	390	423	33
Company-Owned	2023	38	40	2
	2024	40	36	-4
	2025	36	35	-1
Total Outlets	2023	360	387	27
	2024	387	425 <u>426</u>	38 <u>39</u>
	2025	426	458	32

**TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS OTHER THAN WETZEL'S PRETZELS FOR YEARS 2023 THROUGH 2025**

State	Year	Number of Transfers
Arizona	2023	1
	2024	1
	2025	0
California	2023	9
	2024	7
	2025	5
Florida	2023	0
	2024	0
	2025	3
Idaho	2023	0
	2024	4
	2025	0
Illinois	2023	0

Virginia	2023	0
	2024	0 1
	2025	0
Washington	2023	1
	2024	2
	2025	0
Totals	2023	14
	2024	17 18
	2025	13

**TABLE NO. 3
STATUS OF FRANCHISED OUTLETS FOR YEARS 2023 THROUGH 2025**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
AL	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
AZ	2023	35	5	0	0	0	0	40
	2024	40	3	1	1	0	0	42*
	2025	42	3	0	0	0	3	42
CA	2023	175	20	2	1	0	1	192
	2024	192	25	0	3	0	4 3	212 210
	2025	210	17	1	1	0	7	219*
CO	2023	2	0	0	1	0	0	1
	2024	1	0 1	0	0 1	0	0	1
	2025	1	0	0	0	0	0	1
CT	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
DE	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
FL	2023	3	1	0	0	0	0	4
	2024	4	1	0	0	0	0	5
	2025	5	4	0	0	0	0	9
GA	2023	1	0	0	0	0	0	1
	2024	1	2	0	0	0	0	3

	2025	16	1	0	0	0	0	17
NM	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
NY	2023	10	2	2	2	0	0	8
	2024	8	6	0	0	0	0	14
	2025	14	2	0	0	0	0	16
OH	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
OR	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
PA	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
PR	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
SC	2023	0	0	0		0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
TN	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
TX	2023	18	2	0	0	0	0	20
	2024	20	23	0	0	0	0	22 23
	2025	23	3	0	0	0	1	25
UT	2023	2	0	0	0	1	0	1
	2024	1	1 2	0	0	0	0	2 3
	2025	3	2	0	0	0	1	4
VA	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
WA	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Totals	2023	322	36	4	5	1	2	347
	2024	347	<u>495</u>	0	5	0	5	<u>389</u> 390

TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2023 THROUGH 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
CA	2023	13	3	0	0	0	16
	2024	16	2	0	3	3	12
	2025	12	0	0	0	1	11
CO	2023	6	0	0	0	0	6
	2024	6	0	0	0	0	6
	2025	6	0	0	0	0	6
FL	2023	13	0	0	0	0	12
	2024	12	0	0	0	0	12
	2025	12	0	0	0	0	12
NV	2023	6	0	0	0	0	6
	2024	6	0	0	0	0	6
	2025	6	0	0	0	0	6
Totals	2023	38	3	0	0	0	40
	2024	40	2	0	3	3	36
	2025	36	0	0	0	1	35

TABLE NO. 5
PROJECTED OPENINGS AS OF NOVEMBER 30, 20242025

State	Franchise Agreements Signed But Outlets Not Opened as of 11/30/25	Projected New Franchised Outlets in the Next Fiscal Year (2026)	Projected New Company-Owned Outlet in the Next Fiscal Year (2026)
Alabama	1	1	0
Arizona	5	4	0
Arkansas	3	2	0
California	25	20	0
Colorado	1	1	0

Connecticut	1	0	0
Delaware	0	0	0
Florida	2	2	0
Georgia	1	1	0
Idaho	1	1	0
Illinois	1	0	0
Indiana	1	1	0
Kansas	1	0	0
Kentucky	2	2	0
Louisiana	1	1	0
Maryland	8	3	0
Massachusetts	2	2	0
Michigan	2	1	0
Minnesota	1	1	0
Missouri	0	0	0
Nebraska	3	1	0
Nevada	2	1	0
New Jersey	3	1	0
New Mexico	2	1	0
New York	8	4	0
Ohio	1	1	0
Oklahoma	2	0	0
South Carolina	2	1	0
Tennessee	1	1	0
Texas	8	5	0
Utah	1	1	0
Virginia	2	2	0
Washington	2	1	0
TOTAL	96	63	0

Attached as Exhibit E-1 to this disclosure document are the names, addresses and telephone numbers of all current franchisees as of November 30, ~~2024~~2025. This Exhibit also lists the addresses of the existing Remote Mobile Units.

Attached as Exhibit E-2 to this disclosure document are the names, cities and states and current business telephone numbers (or if unknown, last known home telephone numbers) of every franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with us within ten weeks of the disclosure document issuance date.

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

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

ITEM 21: FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit B-1 are the audited consolidated financial statements of Franchisor’s parent company, MTY Franchising USA, Inc. (“Guarantor”) for the fiscal years ended November 30, 2025~~4~~, and 2024~~3~~, and for the fiscal years ended on November 30, 2024~~3~~, and 2023~~2~~.

Guarantor absolutely and unconditionally guarantees to assume the duties and obligations of Franchisor under its franchise registration in each state where the franchise is registered, and under the Franchise Agreement, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns. (See Exhibit B-2: Performance Guaranty).

ITEM 22: CONTRACTS

The following agreements are proposed for use in this state in connection with the franchise we offer:

TITLE OF AGREEMENT	EXHIBIT/ ATTACHMENT #	SIGNED BY
Franchise Agreement	Exhibit C	You and us
Special Release of Claims	Attachment 2	You
Authorization Agreement for Prearranged Payment	Attachment 3	You and your financial institution
Remote Mobile Unit Addendum to Franchise Agreement	Attachment 4	You and us
Assignment of Telephone Numbers, E-mail Address and URL’s and Special Power of Attorney	Attachment 5	Franchisee
Nondisclosure and Noncompetition Agreement (in connection with the Franchise Agreement)	Attachment 7	Related Parties* and Certain Employees

Personal Guaranty and Subordination Agreement	Attachment 8	Officers, 10% shareholders, general partners and limited liability company members
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Concession Truck or Trailer Amendment	Attachment 9	You and us
<u>Asset Purchase Agreement</u> <u>(For Sale of a Corporate Bakery to a Franchisee)</u> <u>with</u> <u>Promissory Note and Security Agreement and Guaranty (if applicable)</u>	<u>Exhibit D</u>	<u>You and us</u>
Sublease Agreement	Exhibit G	You and us
<u>Participation Agreement</u>	<u>Exhibit F</u>	<u>You and us</u>

**“Related Parties,” in this table, means “people and companies affiliated with you, including companies under common control with you, shareholders, partners, members, officers and directors.”*

ITEM 23: RECEIPTS

Attached, as the last page of this disclosure document (Exhibit J-2), is a receipt. Please sign it, date it as of the date you receive the disclosure document and return it to us. A duplicate of the receipt (Exhibit J-1) is attached for your record.

stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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.

Washington

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 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 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.

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.

~~The State of Washington has a statute, RCW 19.100.180, that may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor, including the areas of termination and renewal of the franchise.~~

~~In Washington, provisions of the franchise agreement which unreasonably limit the statute of limitations or remedies under the Washington Franchise Investment Act, such as the right to jury trial, may not be enforceable.~~

~~The franchise agreement requires you to sign a release of claims as a condition of renewing or transferring the franchise. A release or waiver of rights signed by a franchise owner may not include rights under the Washington Franchise Investment Protection Act.~~

~~Under Washington law, transfer fees may be collected only to the extent that they reflect the franchisor’s reasonable estimated or actual costs in connection with the Transfer.~~

~~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.~~

Wisconsin

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE WISCONSIN FRANCHISE INVESTMENT LAW. REGISTRATION DOES NOT CONSTITUTE

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ATTACHMENTS:

1. State Specific Addendum to Wetzel’s Pretzels® Franchise Agreement
2. Approved Location, Bakery Type and Protected Area (or Development Area)
3. Special Release of Claims
4. Authorization Agreement for Prearranged Payment
5. Remote Mobile Unit Addendum to Franchise Agreement
6. Assignment of Telephone Numbers, Email Addresses and URL’s and Special Power of Attorney
7. Lease Provisions
8. Nondisclosure and Noncompetition Agreement
9. Personal Guaranty and Subordination Agreement
10. Concession Truck or Trailer Amendment to Wetzel’s Pretzels® Franchise Agreement
11. Lease Review and/or Negotiation Agreement and Release

WETZEL'S PRETZELS, LLC FRANCHISE AGREEMENT

1. PARTIES

This Agreement is made between WETZEL'S PRETZELS, LLC, a California limited liability company ("Wetzel's Pretzels", "we", "us" or "Franchisor") and [FRANCHISEE NAME], a(n) [individual/state of formation and entity type] ("you" or "Franchisee") as of _____ (the "Effective Date").

2. RECITALS

2.1 Ownership of System

Wetzel's Pretzels is the owner of certain intellectual property rights, including the mark "WETZEL'S PRETZELS®." We have spent a considerable amount of time, effort, and money to develop business methods, technical knowledge, and marketing concepts, including proprietary recipes, operational processes, trade secrets, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural design and uniforms, and product preparation and operational techniques that, taken together, make up a proprietary system for the operation of bakeries.

2.2 Objectives of Parties

Wetzel's Pretzels would like to grant to you, and you would like to accept from us, a franchise to own and operate a Bakery using the Trade Name, Marks, and System, upon the terms and conditions below.

3. DEFINITIONS

For purposes of this Agreement, when any of the following words and phrases in this Agreement begins with a capital letter and is not otherwise defined, its meaning is defined in this Article 3:

3.1 Adjusted Gross Revenue

"Adjusted Gross Revenue" means "the total amount of income of any type or nature generated by you and your Related Parties, directly or indirectly, from, by or on account of the operation of the Franchised Business (as defined below), including, but not limited to, for all goods (including ~~gift~~ Gift cards Cards) sold and services rendered from the Approved Location or in connection with the Trade Name or Marks, in whatever form and from whatever source (including revenues from special or promotional programs, delivery services and fees, other revenues associated with delivering and/or selling products or services off-premises or any other revenue-generating activity), including, but not limited to, cash, services, in kind from barter and/or exchange, on credit or otherwise as well as business interruption insurance proceeds, all

without deduction for expenses including marketing expenses and taxes. However, the definition of Adjusted Gross Revenue does not include sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities, proceeds from insurance with respect to your property damage or liability, proceeds from civil forfeiture, condemnation or seizure by governmental entities or the amount of any returns, discounts, credits, allowances, or adjustments, within an accounting period. Without limiting the foregoing, fees, charges, payments or other amounts remitted to or collected by delivery services, providers, platforms or aggregators shall not be deducted from Adjusted Gross Revenue.”

3.2 Agreement

“The Agreement” or “this Agreement” means this “Franchise Agreement.”

3.3 Approved Location

“Approved Location” means “a location that we have approved in writing as a site at which you may own and operate a Bakery.”

3.4 Bakery

“Bakery” means “a business that we conduct or have authorized a franchisee to conduct under the Trade Name, Marks, and System.”

(a) A “Non-Street-Front Bakery” is a Bakery that is located in a center-based retail shopping center or mall which is a multi-tenant, planned, and centrally managed retail property designed to function as a single shopping destination, primarily frequented by pedestrian customers who plan to walk by and/or visit many multiple storefronts during a single visit, encompassing both enclosed and open-air retail formats, with shared parking fields or structures, common walkways, plazas, or interior corridors, and may include food courts, seating areas, restrooms, and event spaces, and also includes non-traditional foodservice venues including, without limitation, Walmart®, Target®, or other type of big box stores, lifestyle centers, airports, amusement parks, sports or entertainment venues, train stations, travel plazas, toll roads, cafeterias, convenience stores, military bases, hospitals, office buildings, gas stations, movie theaters, hotels, casinos, and high school or college campuses.

(b) A “Street-Front Bakery” is a Bakery located in a freestanding building or an inline or end-cap space within a retail, mixed-use, or commercial development or strip mall, or a drive-through-only location, primarily frequented by customers who intend to go directly to one specific storefront during a visit that is directly accessible to the general public from a public or private right-of-way, sidewalk, parking area, or common pedestrian area, and that is not determined, in our sole and absolute discretion, to be a Non-Street-Front Bakery.

(c) Notwithstanding anything contained herein to the contrary, a Bakery that is co-

branded into another brand restaurant or store of one of our affiliates may be designated as a Non-Street-Front Bakery or Street-Front Bakery at our sole and absolute discretion.

3.5 Designated Manager

“Designated Manager” means “you in your role as general manager of a Bakery or a single individual whom you have appointed as the general manager of your Bakery.” The Designated Manager must work at least forty (40) hours per week at your Bakery.

3.6 Franchise Network

“Franchise Network” means “the interdependent network composed of Wetzel’s Pretzels, all of our franchisees, and any other people or business entities that we have licensed to use the Trade Name, Marks, System, or any of them.”

3.7 Franchised Business

“Franchised Business” means the “Bakery located at the Approved Location, including any remote mobile unit(s) and/or Concession Truck or Trailer, if any.”

3.8 Gift Cards

“Gift Card” shall have the meaning set forth in Section 7.6.3.

3.9 Gift Card Program

“Gift Card Program” shall have the meaning set forth in Section 7.6.3.

3.10 Good Standing

“Good Standing” means “your and your Related Parties’ timely compliance with all provisions of this Agreement and the Manual, specifically including provisions for timely payment of money you owe to us or our Related Party.”

3.11 Manual

“Manual” means “the manual or manuals that Wetzel’s Pretzels will lend you or to which we will give you access on our intranet during the Term of this Agreement, containing information, forms, and requirements for the establishment and operation of a Bakery and for use of our Trade Name and Marks.”

3.12 Marks

“Marks” means “selected trademarks, service marks, trade dress, logotypes, slogans, and

other commercial symbols that we own and license to you under this Agreement.”

3.13 Proprietary Product

“Proprietary Product” means “any product that has been manufactured in accordance with our confidential recipes or specifications or that has been packaged or labeled with the Marks.”

3.14 Protected Area

“Protected Area” means “an area surrounding an Approved Location within which we agree to refrain from specified competitive activities.” “Protected Area” does not include sites along toll roads, or in hotels and motels, ships, ports, piers, airports, railroads, train stations, other modes of mass transportation, casinos, movie theaters, theme parks, stadiums, sports arenas, college and university campuses, healthcare facilities, regional malls, outlet malls, guest lodging facilities, day care facilities of any type, government facilities, as well as the premises of any third-party retailer (including grocery stores, supermarkets and convenience stores) or any other location or venue to which access to the general public is restricted such as military installations, higher security headquarters or corporations, and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider, which are located within its borders.

3.15 Related Party

“Related Party” or “Related Parties” means “people or companies affiliated with us or you, as the context suggests, including companies under common control, shareholders, partners, members, officers and directors.”

3.16 Transfer

Subject to the exceptions described in Article 9 of this Agreement, “Transfer” means “any sale, gift, or other change in ownership of all or any part: (1) of the rights and obligations of this Agreement, (2) of your Bakery, including the lease for the Approved Location, or (3) of an ownership interest in you.”

3.17 Start Date

“Start Date” means the earlier of (i) the first anniversary of the Effective Date, or (ii) the date that your Bakery opens. The Start Date may be extended only with our written consent.

3.18 System

“System” means “the business methods, technical knowledge, and marketing concepts licensed by us to you under this Agreement, including the right to use our processes, recipes, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive

signs, trade dress, architectural design and uniforms, and product preparation and operational training techniques.”

3.19 Termination

“Termination” means “termination of this Agreement, under the circumstances described in Article 10 below, prior to its normal expiration date.”

3.20 Trade Name

You will be operating a WETZEL’S PRETZELS® Bakery; “Trade Name” means “the commercial name WETZEL’S PRETZELS®”.

3.21 Wetzel’s Pretzels

“Wetzel’s Pretzels” means “Wetzel’s Pretzels, LLC, or any person or company to which Wetzel’s Pretzels, LLC, allocates all or part of our rights and obligations under this Agreement.”

3.22 You

“You” means “the person or company that is named as ‘you’ in Article 1 of this Agreement.” “You” means, in addition, “all people or entities that succeed to your interest by Transfer or operation of law.”

4. FRANCHISED RIGHTS

4.1 Granting Clause

Wetzel’s Pretzels grants to you and you accept from us a franchise to own and operate a Bakery at an Approved Location under the Trade Name, Marks, and System during the Term of this Agreement and according to its provisions. This Agreement does not grant you the right to engage in wholesale, internet, or mail-order sales. You may engage only in over-the-counter sales at the Approved Location.

4.2 Protected Area

Each Approved Location will be within a Protected Area, specified in Attachment 2 to this Agreement, that will be the smaller of the area within a one-half (½) mile radius of the Approved Location or the shopping center or mall within which the Approved Location is located. With the exceptions described in the below paragraph, as well as in Section 4.3, we agree not to authorize any other franchisee to base a Bakery within the Protected Area, base any Wetzel’s Pretzels-owned Bakery—within the Protected Area, or allow any other franchisee or Wetzel’s Pretzels-owned Bakery to relocate to a site within the Protected Area.

Your Protected Area does not give you any exclusivity with respect to customers located

writing at least forty-five (45) days before the renewal term begins,

- (d) You have agreed that you will, at your own expense, remodel, modernize and redecorate the Bakery premises and replace and modernize the fixtures, equipment, and signs used in the Bakery to meet the standards of appearance and function applicable to new bakeries at that time; you will begin remodeling, modernizing and/or redecorating the Bakery within the earlier of (i) three (3) months of the effective date of your renewal franchise agreement or (ii) the date such remodeling, modernizing and/or redecorating is required under your lease or sublease, as applicable,
- (e) You have renewed or have the right to renew the lease, or sublease, as applicable, for the Approved Location according to ~~section~~Section 7.3.1 of this Agreement,
- (f) You and any Related Parties have signed a special release of claims, except for non-waivable statutory claims, with respect to past dealings with us in the form of Attachment 3 to this Agreement, and
- (g) You have paid the renewal fee described in Article 6.

The provisions of the standard franchise agreement we use at the time of renewal may be materially different from this Agreement's provisions. Changed provisions may include, but are not limited to, increased Royalties and advertising fund contributions and a modified Protected Area.

4.5.3 No Duty by Franchisor to Renew Master Lease

You acknowledge that your right to enter into a renewal agreement, and the continuation of the Term, shall be subject to the continuation of your right to occupy your Bakery premises. If your premises has been leased or subleased by you from a third party, it shall be your sole responsibility to maintain your lease or sublease for your Bakery premises in full force and effect. If you sublease your Bakery premises from us, we shall not be obligated to exercise any renewal right or option available to us under the master lease, or otherwise, and any decision to exercise any option to renew or extend the master lease may be exercised in our sole and absolute discretion. If we decide not to renew or exercise any said option to renew, we may in our sole discretion (if and to the extent permitted to do so under our lease) assign any such renewal right or option to you to exercise in your own name and behalf; provided, however, that we shall not be required to continue, assume, or undertake, any liability with respect to the lease for your Bakery premises, whether as assignor, signatory or guarantor, and it shall be your exclusive responsibility to provide such guarantees, security or other financial assurances as may be acceptable to us and the master lessor.

5. SERVICES TO FRANCHISEE

We agree to perform the following services for you at locations selected by us, provided that you and your Related Parties are, at the time when service is to be rendered, in Good Standing

under this Agreement, any other agreement with us or our Related Parties, and the Manual:

5.1 Buildout and Decor

You will be provided with, or access to, a construction manual to guide you in constructing tenant improvements to, furnishing, and equipping your Bakery.

5.2 Initial Training

Before the opening of your Bakery, we will conduct an initial training program in the operation of your Bakery under the System for you and your Designated Manager (if someone other than you), and up to as many as three-two(23) additional members of your management in addition to you and your Designated Manager, for a total of four (4) people. You must attend and successfully complete the training program to our satisfaction before you may open your Bakery. If you do not plan to be the day-to-day Designated Manager of your bakery, it is strongly advised that your Designated Manager also attend the initial training, but regardless you are still required to attend and successfully complete the training program. If the employment of your Designated Manager is terminated, you must promptly employ a new Designated Manager who must successfully complete the initial training program before starting work no later than thirty (30) days after the termination of the prior Designated Manager's employment.

5.3 Manual

We will lend you, or make available to you on our intranet, a Manual containing explicit instructions for use of the Marks, specifications for goods that will be used in or sold by your Bakery, sample business forms, information on marketing, management, and administrative methods developed by us for use in your Bakery, names of approved suppliers, and other information that we believe may be necessary or helpful to you in your operation of your Bakery. We will revise the Manual periodically to conform to the changing needs of the Franchise Network and will distribute updated pages containing these revisions to you, or, if the Manual has been placed on our intranet, will post revised pages there.

5.4 Approved or Designated Suppliers

We will give you, in the Manual or otherwise in writing, a list of names and addresses of approved or designated suppliers of specified goods and services as approved and/or authorized by us for you to use or sell in your Bakery. In approving or designating a particular supplier, **we expressly disclaim any warranties or representations as to the condition of the goods or services sold by such suppliers, including, without limitation, expressed or implied warranties as to merchantability or fitness for any intended purpose.** You agree to look solely to the manufacturer of goods or the supplier of services for the remedy for any defect in the goods or services. We cannot guarantee that any designated supplier will offer or continue any particular pricing, warranty or other terms of sale. Also, we cannot guarantee a continuing supply from any designated supplier. We are not under any obligation to you with respect to the terms negotiated or the terms of any supplier. We cannot guarantee

unqualified right to determine, in our sole discretion, how advertising fund money may be spent, which may include reimbursement to us, our affiliates, a Related Party, or parent for salaries, benefits, overhead and other administrative expenses incurred in connection with administering the advertising fund.

5.7.3 Repayment of Advances

We have the right to loan money to the advertising fund, without interest, and to repay ourselves from fund money during the same or a subsequent fiscal year.

5.8 Proprietary Products Availability

We will use commercially reasonable efforts to ensure that we or a designated supplier will at all times have a supply of Proprietary Products for sale to you.

6. PAYMENTS BY FRANCHISEE

You agree to pay each of the following amounts to us via a lump sum, with each and every amount being non-refundable because of our investment in time and money, in addition to any other benefits conferred upon you, including processing your application, reviewing your documents, and providing you with relevant information, unless otherwise expressly specified below, in accordance with the provisions set forth in this Article 6. Notwithstanding your designation to the contrary, we have the sole discretion to apply any of your payments, in part or in whole, to any of your indebtedness to us.

6.1 Initial Franchise Fee

When you sign this Agreement, you will pay us in immediately accessible funds an initial franchise fee of Forty Thousand Dollars (\$40,000). The initial franchise fee must be paid as a lump sum by wire transfer or some other form of electronic funds transfer acceptable to us in our sole discretion and is fully earned by us upon execution of this Agreement and is non-refundable.

6.2 Lease Review Fee

When you sign this Agreement, you will pay us a fee ranging between Three Thousand Five Hundred Dollars (\$3,500) and Seven Thousand Dollars (\$7,000) for the review of your lease; the fee will depend on the complexity of the lease and jurisdiction of the premises to be leased, as determined by us in our sole discretion. In the event that your lease is thereafter renewed or materially amended, you will pay us a fee of Five Thousand Dollars (\$5,000) for reviewing the renewal or amendment of your lease. The lease review fees (for an initial lease, renewal or amendment) must be paid to us prior to your execution of the same with the landlord but no later than thirty (30) days after the date of our invoice to you. The review of your lease may be performed by us or a third-party vendor that we approve. **The review of your lease is not a guarantee that your Bakery will be successful at that location. Rather, you agree and acknowledge that the lease review is performed solely for the purpose of ensuring that your lease meets our minimum lease requirements for a Bakery with the remaining provisions, final approval and**

execution of your lease remaining your sole decision and responsibility.

6.3 Royalties

By Wednesday of each week during the Term, or any other day that we designate in the Manual, you must report Adjusted Gross Revenue on the form specified in the Manual and pay a weekly royalty of a percentage of the Adjusted Gross Revenue (as defined in Article 3 of this Agreement), calculated on the basis of Adjusted Gross Revenue received by you in the immediately preceding week, ending at close of business on Sunday (“Royalties” or “Royalty Fee”) as follows:

6.3.1 For a Non-Street-Front Bakery, seven percent (7%) of Adjusted Gross Revenue; provided, however, that for a Non-Street-Front Bakery located within a Walmart location, the Royalty Fee shall be six percent (6%) of Adjusted Gross Revenue.

6.3.2 For a Street-Front Bakery, as “Adjusted Gross Revenue” is defined in Article 3 of this Agreement, calculated on the basis of Adjusted Gross Revenue received by you in the immediately preceding week, ending at close of business on Sunday (“Royalties” or “Royalty Fee”). Notwithstanding anything to the contrary, if you operate a streetside Bakery, the Royalties shall be a weekly royalty of five percent (5%) of Adjusted Gross Revenue.

For purposes of this Article 6 of this Agreement, “pay” means “complete or, if appropriate, cooperate to cause completion of a transfer of funds to our designated bank account by electronic funds transfer, pre-arranged draft, or sweep of your bank account, as we require at our option, no later than the date when payment must be made.” Failure to make Adjusted Gross Revenue reports on time will be considered to be failure to pay on time.

6.4 Advertising Fund Contributions

Together with your weekly Royalties payment, you must pay to the advertising fund a weekly contribution a percentage of one percent (1%) of the Adjusted Gross Revenue of your Bakery during the previous week as follows: ~~If you operate a streetside Bakery, we may, in our sole discretion, increase your advertising fund contribution to not more than five percent (5%) of the Adjusted Gross Revenue of your Bakery during the previous week. Quarters are calculated on a calendar year basis.~~

6.4.1 For a Non-Street-Front Bakery, one percent (1%) of Adjusted Gross Revenue; provided, however, that for a Non-Street-Front Bakery located within a Walmart location, the advertising fund contribution shall be two percent (2%) of Adjusted Gross Revenue;

6.4.2 For a Street-Front Bakery, three percent (3%) of Adjusted Gross Revenue.

Notwithstanding anything contained in this Agreement to the contrary, we may, in our sole discretion, increase your advertising fund contribution upon a thirty (30)-day prior written notice to you to not more than the following percentages of the Adjusted Gross Revenue of your Bakery during the previous week: three percent (3%) for a Non-Street-Front Bakery, four percent (4%)

for a Non-Street-Front Bakery located within a Walmart location, and five percent (5%) for a Street-Front Bakery.

6.5 Means of Payment

You must sign an authorization agreement for prearranged transfer, in the form of or similar to Attachment 4 to this Agreement, or any other document necessary to facilitate payment of Royalties and advertising fund contributions or any other payments due hereunder by electronic funds transfer, pre-arranged draft, or sweep of your bank account, at our option.

6.6 Audit

We will have the right during normal working hours to audit your books and records, including, but not limited to, your tax returns and cash register tapes, with respect to your Bakery with no advance notice. The auditor may be our employee or an independent contractor and need not be an accountant. Alternatively, upon our written request, you must submit to us, at your own expense, for revenue audit purposes, copies of vendor invoices for food and beverage, daily SKU tapes, daily Z tapes, sales and use tax returns, and monthly bank statements for a period of up to three (3) years. If an audit discloses facts from which it may be reasonably inferred that there has been an underpayment of Royalties or advertising fund contributions payable under this Agreement and you do not provide cash register tapes and other records to disprove the inference, as required by this Agreement, we are entitled to estimate the amount of underpayment based on the available evidence. We will invoice you for the amount of any underpayment together with accrued interest on the amount underpaid in accordance with Section 6.18-17 of this Agreement. In addition, if the underpayment exceeds three percent (3%) of the total Royalties or advertising fund contribution payable for any period covered under the audit, or if the audit was undertaken because you did not submit annual financial statements in a timely manner, you must reimburse us for all expenses we incur in connection with the audit (in addition to the late fee required pursuant to Section 6.18). You must pay us promptly upon receiving any invoice for these amounts.

6.7 Secret Shopper Fee

You must pay us a monthly fee of ~~Fifty-Seven-Five Dollars (\$5075)~~ to reimburse us for subscribing to a secret shopper service on your behalf.

6.8 Training Fees and Costs

You are required to attend initial training. If you appoint a Designated Manager, your Designated Manager also must attend initial training in addition to you. We will not charge a fee for the initial training program at which you and your Designated Manager (if someone other than you), and up to ~~three-two (2)~~ additional people, are trained, for a maximum of four (4) people total. If you send more than four (4) people to this training, we will assess a training fee of Seven Hundred Fifty Dollars (\$750) for each additional person. If you later replace your Designated Manager, we may ask that you reimburse us for the cost of the new Designated Manager's training

unit addendum to the franchise agreement for the renewal term, a renewal fee in the amount of fifty percent (50%) of the then-current remote mobile unit fee for a renewal term of ten (10) years. A separate renewal fee shall be charged for the Bakery and each Concession Truck or Trailer and each remote mobile unit, as applicable.

6.14 Transfer Fee

As a condition of Transfer of this franchise, you must pay, upon giving notice of intent to transfer, a transfer fee, as set forth herein. The transfer fee will, among other things, defray our expenses of evaluating the transferee's qualifications, preparing legal documents in connection with the Transfer, and training the transferee. The transfer fee is as follows: (i) for either a Non-Street-Front or Street-Front ~~traditional~~ Bakery, the sum of Forty Thousand Dollars (\$40,000) if the Transfer occurs during the first twelve (12) months of the Term and Twenty Thousand Dollars (\$20,000) thereafter. Notwithstanding the foregoing, we may in our sole and absolute discretion, reduce the transfer fee if the Bakery is located in a non-traditional location, such as a convenience store or gas station; (ii) for a Concession Truck or Trailer, the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750); and (iii) for a remote mobile unit, the amount set forth in Section 6.16 below. If the Transfer is not concluded, we will refund the fee to you less our costs, in the minimum amount of Two Thousand Five Hundred Dollars (\$2,500) in connection with the proposed Transfer of a Bakery or One Thousand Dollars (\$1,000) in connection with the proposed Transfer of a Concession Truck or Trailer or remote mobile unit. A separate transfer fee shall be charged for the Bakery and each Concession Truck or Trailer and each remote mobile unit, as applicable. Notwithstanding the foregoing, in the event of an Affiliate Transfer (as defined in Article 9), the Document Administration Fee in Section 6.21 shall apply instead.

6.15 Remote Mobile Unit Fee

In the event you sign a Remote Mobile Unit Addendum for operation of a remote mobile unit in your Bakery's Protected Area (Attachment 5 to this Agreement), you must pay Wetzel's Pretzels the sum of Five Thousand Dollars (\$5,000) as a remote mobile unit fee. A separate remote mobile unit fee shall be charged for each remote mobile unit, as applicable.

6.16 Remote Mobile Unit Transfer Fee

As a condition of Transfer of a remote mobile unit, you must pay, before closing the sale, a remote mobile unit transfer fee of one-half (½) the then-current applicable remote mobile unit fee. A separate remote mobile unit transfer fee shall be charged for each remote mobile unit, as applicable. Notwithstanding the foregoing, in the event of an Affiliate Transfer (as defined in Article 9), the Document Administration Fee in Section 6.21 shall apply instead.

6.17 Interest on Late Payments

Any payment not received by us when due will bear interest at eighteen percent (18%) per year or at the highest rate allowed by applicable law on the date when payment is due, whichever is less. Interest charges on late payments are intended to partially compensate us for loss of use of the funds and for internal administrative costs resulting from late payment which would

otherwise be difficult to measure with precision. The fact that such charges are imposed should not be construed as a waiver of our right to timely payment.

6.18 Fee for Delinquent Year-end Financial Reporting; Non-Sufficient Funds Fee; Breaching Royalties

6.18.1 You acknowledge that your promised submission of financial statements, rent statements and reports is important to us and our ability to evaluate your performance and the performance of the franchise system at large, for us to prepare updates to our franchise disclosure documents and related government filings, and for other legitimate business purposes, and that your failure to timely report such information will result in us incurring significant administrative inconvenience, cost and expense, the precise amount of which is difficult to calculate. Accordingly, if you fail to submit your year-end, annual income statement, balance sheet or set of rent statements (or an annual rent schedule or ledger) from your landlord for the preceding year when due pursuant to Section 7.7.2, you must pay us, in addition to all expenses we incur in connection with any resulting audit conducted pursuant to Section 6.6, a late fee equal to One Hundred Dollars (\$100) for each week, or part of a week, following the date on which such financial statements or rent statements (or an annual rent schedule or ledger) were due but not received by us, for each Bakery, including any Remote Mobile Unit or Concession Truck or Trailer as applicable, operated pursuant to this Agreement. Such fee shall be deemed to be liquidated damages and not a penalty.

6.18.2 You shall pay us Fifty Dollars (\$50) for each electronic funds transfer attempted from your depository account pursuant to Section 6.5 and Section 6.19 that is returned for non-sufficient funds. You shall also reimburse us for all other costs and expenses incurred by us in collecting or attempting to collect funds due to us from your depository account (for example, without limitation, charges for non-sufficient funds, uncollected funds or other discrepancies in deposits or maintenance of your depository account balance in accordance with the terms hereof). Your depository account shall be established and maintained solely for the purposes set forth in Section 6.5 and Section 6.19 and any other fees authorized under this Agreement and any other agreements between you or any of your Related Parties and us or any of our Related Parties.

~~6.18.2-3~~ We have the absolute right to increase the Royalty Fee up to eighteen percent (18%) of Adjusted Gross Revenue, with respect to any period during which you are in breach or default of your obligations under this Agreement without providing you advance notice or right to cure. The Royalty Fee paid or owing to us with respect to the period during which you are in breach or default is referred to as "Breaching Royalties." Breaching Royalties will be charged for a minimum fourteen (14)-day period, regardless of the length of the actual breach or default.

6.19 Payment Procedures

Subject to reasonable advance notice for non-recurring payment amounts, we have the right to debit your depository account, according to the Authorization Agreement for Prearranged Payment attached to this Agreement or other such authorization document that we require, for any of the payments described herein. We may apply any money you pay us, at our option, to any of your past due indebtedness to us or our Related Party regardless of your intention. Once so applied,

we will not change the manner in which the payment has been applied. We are not required to accept payments after they are due or to extend credit or otherwise finance your operations. You must apply for and maintain systems for use of debit cards, credit cards, loyalty, and Gift Cards (~~defined below~~) and other non-cash payment methods. You shall adhere to all PCI (Payment Card Industry), CISP (Cardholder Information Security Program) and SDP (Site Data Protection) compliance specifications, as amended. If you fail to pay all amounts when due, we may suspend our services and support until the failure is cured. Repeated failure to pay all amounts when due or failure to cure a late payment within the applicable cure period constitutes good cause for termination of this Agreement.

6.20 Technology Fee

You agree and acknowledge that you shall be obligated to pay technology fees to us or one or more third parties that we designate or permit to collect on behalf of one or more third parties in an amount determined by us, from time to time, for the purpose of developing, implementing, using, maintaining, supporting, updating and/or upgrading technologies for the System, including web-based and/or mobile applications, which may include online ordering system(s), training applications, and loyalty applications. This may include, but is not limited to, amounts paid to or due to third-party delivery service platforms and aggregators. It may also be used to develop, implement, use, maintain, support, update and/or upgrade website(s) or webpage(s) for the System. We may, from time to time, and upon written notice to you, increase the technology fees, either due to increased costs for existing technologies or due to the introduction of new technologies for use in the System. Portions of the technology fees may be paid to us, our affiliates or to third parties. Currently, technology fees total approximately Three Hundred Dollars (\$300) per month, including \$29.50 payable to us weekly, which you agree we may change from time to time, in the exercise of our reasonable business judgment. You agree and acknowledge that portions of the technology fees may be calculated, allocated, and/or charged based on a per unit basis, per transaction basis or other methodology determined by us in the exercise of our reasonable business judgment. Further, you agree and acknowledge that changes to technology are dynamic and not predictable within the Term. In order to provide for the inevitable but unpredictable nature of changes to technological needs and opportunities, you agree and acknowledge that we shall have the right to establish, in writing, new standards and fees for developing, implementing, using, maintaining, supporting, updating and/or upgrading technologies in the System. Further, you agree and acknowledge that you shall comply with such new standards and shall remit payment for new fees, upon sixty (60) days' prior written notice to you.

6.21 Document Administration Fee.

A document administration fee of Five Hundred Dollars (\$500) ("Document Administration Fee") is payable to us when we must prepare an amendment to your franchise documents, including without limitation, in the case of an Affiliate Transfer (as defined in Article 9) or an assignment pursuant to Section 9.5 of this Agreement.

7. OBLIGATIONS OF FRANCHISEE

7.1 Use of Trade Name and Marks

the right, at our sole option, to assume lease negotiations for the site. If this occurs, then so long as you agree to the terms therein (if, after your own due diligence and review and/or after consultation with your own legal counsel or other advisor) you must sign such negotiated and mutually agreed upon lease within thirty (30) days after we present it to you. Failure to observe these requirements is a material event of default.

7.3.2 Bakery Development

You must engage a general contractor and/or construction manager as may be applicable, each of whom we have approved in writing, within ten (10) days after the Effective Date. You agree to plan, construct, equip and furnish your Bakery according to our currently effective standards, as described in the Manual. You must, at your own expense, tailor the prototype plans and specifications we provide for your individual use. You must submit all construction plans and designs to us for our prior written approval, which will not be unreasonably withheld, within thirty (30) days after the Effective Date. If you do not engage our designated architect for this purpose, you must then, at your own expense, submit your customized plans and specifications to us for written approval. You will bear the cost of review by our designated architect. You must take all necessary action to develop your Bakery in a timely manner in relationship to the Start Date stated in Article 3 or any written extension of the Start Date.

7.3.3 Opening

You may not open your Bakery to the public until we certify in writing that, in our view and for purposes of protecting brand standards, you and your employees are prepared to begin operation. **By certifying that we believe your Bakery is prepared to open, we do not guarantee that your Bakery will be successful or that it complies with all laws or regulations.** Success is dependent on a number of factors, including, but not limited to, your skill, your efforts, and general economic conditions, all of which are not within our control.

We anticipate that you will open your Non-Street Front Bakery between six (6) and twelve (12) months after the Effective Date. You are required to open your WETZEL'S PRETZELS Bakery and begin business no later than twelve (12) months after the Effective Date, unless you obtain a written extension of this time period from us.

Notwithstanding the foregoing, ~~For a streetside~~ Street-Front location that is not yet identified at Effective Date, you are required to open your Bakery between nine (9) and eighteen (18) months after the Effective Date, unless you obtain a written extension of this time period from us.

Your Franchised Business must be open and operating for business for a minimum number of days per week and hours per week, as described in greater detail in the Manual.

7.3.4 Compliance with Manual

You must operate your Bakery in absolute compliance with the standards and specifications stated in the Manual. We may make changes to these standards and specifications, when, in our reasonable discretion, change is needed for the continued success and development of the Franchise Network. Such changes may necessitate the purchase of equipment, supplies, furnishings or other goods, completion of additional training by your employees, or other cost to you. You must promptly conform to the modified standards and specifications at your own expense. You must at all times keep your copy of the Manual current by inserting in it revised pages given to you by us and deleting superseded pages. If there is any dispute as to the requirements of the Manual at any point in time, the terms of the master copy of the Manual we maintain will control.

7.3.5 Products and Services Offered

You must offer and sell all the products and services and only the products and services that we have authorized you to provide. If we advise you that a product or service must be obtained from a designated supplier, you must use the supplier we designate. In addition to approved vendors and approved distributor(s), we may, in our sole discretion, require you to purchase certain products or services through designated purchasing channels, programs, platforms, or contractual arrangements specified by us. If we advise you that a product or service may be obtained only from an approved supplier, you must obtain our prior written approval of any alternate supplier that we have not already approved in writing. As a condition of approving a supplier, we will require you to reimburse us for any expenses we reasonably incur in inspecting the supplier's premises, checking the supplier's credentials, and/or testing the product or service. As a condition of approving a supplier of any product that bears the Trade Name or Marks, we may require that the supplier sign our License Agreement. We may withdraw our approval of a supplier if the supplier no longer meets our standards in our sole discretion.

7.3.6 Customer Satisfaction Program

You must distribute customer response cards in the form we prescribe. You must subscribe to the secret shopping service we currently designate and pay the corresponding Secret Shopper Fee outlined in Section 6.7 of this Agreement. If your scores from the customer response cards do not meet our currently effective standards, as described in the Manual, if the secret shopper reports are not satisfactory, or if we receive unusual numbers of customer complaints about your Bakery, we may suggest ways in which you can improve your performance. Failing to take immediate, effective steps to bring your operation up to our standards will constitute a material breach of this Agreement.

7.3.7 Inspections

We will conduct periodic quality assurance inspections of your Bakery during normal business hours. You must cooperate fully with our representatives during inspections. Quality assurance inspections may be made with or without prior notice. If you install security cameras that may be viewed over the internet, you must give us online access for viewing. You must promptly

correct any deficiencies in your operation of which we advise you. Failing to take immediate, effective steps to bring your operation up to our standards will constitute a material breach of this Agreement. If an inspection discloses one or more material defaults, you must reimburse us for our cost of repeat inspection in an amount not to exceed Five Hundred Dollars (\$500) for each repeat inspection required to ensure compliance.

7.3.8 Maintenance and Upgrades

You agree to keep your Bakery premises, equipment, and furnishings clean and in excellent repair. Periodically, we will ask you to remodel the premises and to upgrade the equipment and furnishings to meet our then-current standards. You must promptly comply with any such request. During the ~~term~~-Term of this Agreement, we may require you to change the POS system or any component thereof, upon our written notice to you, at your sole cost and expense. There are no restrictions on our right to change the POS system or any component thereof and no limit on the cost of a new, ongoing fees, or upgrade to the POS system or component thereof.

7.3.9 Professional Conduct

In all your dealings with us, your customers, your employees, your suppliers and others, you must adhere to the highest possible standards of professional conduct, honesty, integrity, ethical behavior, dependability, good faith and fair dealing. You may not engage in any conduct that, in our reasonable opinion, may injure the goodwill associated with the Trade Name and/or Marks. You must do everything you can to promote and maintain the excellent reputation of the Franchise Network.

7.3.10 Proprietary Products

The Proprietary Products used in your Bakery are unique and their ingredients and manufacturing processes are trade secrets that are important to the success of the System. The Proprietary Products must be used only as prescribed. You may purchase the Proprietary Products only from us or our designated supplier. Use or sale of any substitute for the Proprietary Products without our prior written consent, which we may withhold in our sole discretion, is a material breach of this Agreement and will result in immediate Termination of your franchise.

7.4 Attendance at Bi-Annual Convention

Your attendance at the Bi-Annual Convention, where we provide continuing education programs, is important and mandatory and the payment of the corresponding Bi-Annual Convention Registration fee outlined in Section 6.9 of this Agreement is required.

7.5 Personnel

7.5.1 Management

Your Designated Manager must be an individual who devotes all his or her productive

work time and effort to the management and operation of your Bakery. The Designated Manager, or another employee who has been certified by us as a properly trained, must be present at the Approved Location whenever the Bakery is open for business. If you own more than one Bakery, an additional Designated Manager must be employed for each. If we, in our sole discretion, determine that your Bakery is not in compliance with the Manual, this Agreement, or applicable law, we will advise you and you must immediately take steps to correct the situation. You must keep us informed of the identity of your Designated Manager(s). Upon the termination of employment of a Designated Manager, you must promptly appoint a successor who has been certified by us and properly trained pursuant to Section 5.2 of this Agreement.

7.5.2 Employees

- (a) Franchisee hereby irrevocably agrees, acknowledges, affirms, represents, warrants, and covenants that its employees are employed exclusively by Franchisee and that none of its employees are employed, jointly employed or co-employed by Franchisor. Franchisee further agrees, acknowledges, affirms, represents, warrants, and covenants that each of its employees are under the exclusive dominion and control of Franchisee and are never under the direct or indirect control of Franchisor. Franchisee is exclusively responsible for, and Franchisor shall not, directly or indirectly, be engaged in, have authority or ability over or otherwise involved with, the hiring of each of its employees, setting their schedules, establishing their compensation, paying wages or salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/unemployment insurance premiums) associated with such employment, disciplining, suspending and/or terminating employees.
- (b) You must maintain at all times a staff of properly trained employees that is large enough to operate your Bakery in compliance with our standards. Franchisee further hereby irrevocably agrees, acknowledges, affirms, represents, warrants, and covenants that any minimum staffing suggestions, if established by Franchisor, are solely provided to Franchisee for the purpose of ensuring that the Franchised Business is at all times staffed to operate in conformity with our standards.
- (c) Franchisee further hereby irrevocably agrees, acknowledges, affirms, represents, warrants, and covenants that any training provided by Franchisor for Franchisee's employees is intended to provide to those employees the various procedures, protocols, systems, and operations of a Bakery to maintain brand standards, and shall not create an employment relationship between the Franchisor and the Franchisee's employees.
- (d) You will identify yourself in all dealings with customers, vendors, public officials, employees, and others as the independent owner of your Bakery under a franchise granted by Wetzel's Pretzels. Should it ever be asserted that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting,

Franchisee irrevocably agrees to assist Franchisor in defending said allegation, including (if necessary) appearing at any venue requested by Franchisor to testify on its behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees).

7.6 Advertising Obligations

7.6.1 Grand Opening Advertising

~~For a Non-Street-Front Bakery located in a mall you must pay a Grand Opening Advertising fee of three thousand dollars (\$3,000) to us on the earlier of: (i) prior to your executing a lease for the premises where the Franchised Business will be located; or (ii) prior to construction commencing at the premises where the Franchised Business will be located. You must spend at least Five Hundred Dollars (\$500) on a grand opening advertising program. If you operate a Street-Front Bakery location, a Bakery co-branded into another brand restaurant or store of one of our affiliates, or any other Bakery location, you must pay a Grand Opening Advertising fee of five thousand dollars (\$5,000) to us on the earlier of: (i) prior to your executing a lease for the premises where the Franchised Business will be located; or (ii) prior to construction commencing at the premises where the Franchised Business will be located; provided, however, that we may reduce the five thousand dollar (\$5,000) Grand Opening Advertising fee to three thousand dollars (\$3,000) in our sole discretion based on the location, format, or other circumstances of the Franchised Business. We or our designated affiliate will create a marketing plan for (i) a grand opening event at your Franchised Business, and (ii) the initial advertising of your Franchised Business, and will work with you to obtain your input on the marketing plan. We or our designated affiliate will use the Grand Opening Advertising fee to pay for the grand opening and initial advertising, but may, in our sole discretion, reimburse you for some local store marketing expenses that you pay if you received our prior written approval and we received your reimbursement request within six (6) months from the opening of your Franchised Business to the public. The Grand Opening Advertising fee should be used within six (6) months of the opening of your Franchised Business to the public. However, if a portion of the Grand Opening Advertising fee is not used within those six (6) months, we may, in our sole discretion, and without prior notice, transfer the remaining portion of the Grand Opening Advertising fee after six (6) months from the opening of your Franchised Business to the public to the Advertising Fund. you must spend at least three thousand dollars (\$3,000) on a grand opening advertising program. Your grand opening advertising program must be conducted in accordance with the general guidelines in the Manual for an initial advertising program. If you operate a streetside Bakery location, you must spend at least three thousand dollars (\$3,000) on a grand opening advertising program. Your grand opening advertising program must be conducted in accordance with the general guidelines in the Manual for an initial advertising program.~~

7.6.2 In-Store Material

You must use any point-of-sale (“POS”) or display material we give you as directed by us. This material may promote the sale of franchises and, if this is its primary purpose, will not be paid for by the advertising fund.

7.6.3 Loyalty and Gift Card Program.

You shall sell, or otherwise issue, as we may designate, stored-value, loyalty and gift cards, certificates, and other non-cash payment methods (collectively “Gift Cards”) that we designate and only in the manner specified in the Manual. You shall fully honor all Gift Cards that are in the form approved or required by us, regardless of whether the Gift Cards ~~was~~ were issued by you or another franchisee or operator in the “WETZEL’S PRETZELS” system, or purchased at any other location, such as a retail or grocery store, via the internet or via other means of distribution. You shall sell, issue, and redeem (without any offset) Gift Cards in accordance with the procedures and policies we may specify in the Manual or otherwise in writing (the “Gift Card Program”). You acknowledge that in connection with this Gift Card Program, you may be required to: (a) enter into a separate agreement with a third-party provider of ~~Gift Card~~ processing services for Gift Cards that we designate under the terms and conditions as may be required by the third party for participation in the Gift Card Program; (b) purchase or upgrade, as necessary, hardware, software, scanners and other equipment, required for participation in the Gift Card Program; (c) purchase and maintain sufficient inventory of Gift Cards for sale at your “WETZEL’S PRETZELS” Bakery; (d) promote the sale of Gift Cards using only marketing methods and materials we approve; (e) comply in all material respects with all applicable laws, statutes and regulations in performing your obligations under this Agreement and otherwise in connection with the Gift Card Program; and (f) execute such other agreements or documents as we may reasonably require in connection with the Gift Card Program. You further acknowledge that we may discontinue or modify the Gift Card Program at any time, in our sole discretion, and you agree to comply with our requests to discontinue or modify the Gift Card Program at any time.

7.6.4 Signs

You must permanently purchase, install, display and maintain, at your own expense, on your Bakery premises and on all vehicles you use in connection with your Wetzel’s Pretzels Franchised Business, signs of any nature, form, color, number, location and size, and containing any legends that we have designated in writing. This includes, but is not limited to, the purchase, installation, display and maintenance of digital monitors, boards and screens, and the payment of monthly fees for related software and support.

7.7 Financial Information

7.7.1 Records

We may, at our option, poll financial information, including data relating to sales, bookkeeping, menu mix, POS system, operations, and financial information, from your POS system, computer, or both on a daily basis. You must retain vendor invoices for food and beverage, daily SKU tapes, daily Z tapes, sales and use tax returns, and monthly bank statements for at least three (3) years. If you do not produce any of these records at our request during any audit of your records, it will be presumed that these records would have revealed that your Adjusted Gross Revenue was under-reported in the amount otherwise indicated by the audit and you will be responsible for any and all fees as outlined in Section 6.6 of this Agreement. If, for any reason, your cash register must be repaired, you must use a replacement cash register with comparable capabilities.

7.7.2 Reports

We require you to purchase or lease computer and/or communications equipment and software that meet specifications set out in the Manual. You must submit to us, upon request, copies of all federal, state, and local income, and sales tax returns. You will prepare and submit to us financial statements and weekly sales reports in the format, using the chart of accounts, and at the times specified in the Manual as periodically revised. You are required to submit income and balance sheets as well as a set of rent statements (or rent schedule or ledger) from your landlord in the form, manner, and time that Franchisor determines, in its discretion, and may adjust from time to time. We may use this data to assist you in tracking and improving your performance, confirm that you are complying with your obligations under this Agreement, formulate earnings and expense information to disclose to prospective franchisees, and/or other legitimate business purposes. Failure to timely submit an income statement, balance sheet, and/or set of rent statements (or rent schedule or ledger) constitutes a material breach of this Agreement, and will subject you to payment of a late fee as set forth in Section 6.18.

7.8 Insurance

You must purchase and maintain a policy or policies of comprehensive public liability insurance, including products liability coverage, covering all your Bakery assets, personnel, and activities on an occurrence basis with a combined single limit for bodily injury, death, or property damage of not less than Two Million Dollars (\$2,000,000). We may increase the minimum coverage requirement annually if necessary to reflect inflation or other changes in circumstances. You must also carry (1) casualty insurance in a minimum amount equal to the replacement value of your interest in your Bakery premises, including furniture, fixtures, and equipment, and (2) business interruption insurance in an amount sufficient to cover the rent of your Bakery premises, salary or wages of key personnel, and other fixed expenses. If you provide delivery services, then your liability insurance must also include automobile liability insurance, including for non-owned automobiles. Each of these insurance policies must contain a provision that the policy cannot be canceled without ten (10) days' written notice to us. It must be issued by an insurance company of recognized responsibility, designate us as an additional named insured, and be satisfactory to us in form, substance, and coverage. You must deliver a certificate of the issuing insurance company evidencing each policy to us within ten (10) days after the policy is issued or renewed. In addition, you must maintain policies of workers' compensation insurance, disability insurance, and any other types of insurance required by applicable law.

7.9 Financial and Legal Responsibility

7.9.1 Compliance with Law

You must comply with all federal, state, and local laws and regulations, including without limitation the Americans with Disabilities Act, pertaining, directly or indirectly, to your Bakery. You must keep current all licenses, permits, bonds, and deposits made to or required by any government agency in connection with the operation of your Bakery. We may collect from you, or require you to reimburse us for, any taxes, mandatory industry-funded compliance fees, regulatory fees, assessments, surcharges, or similar charges imposed or assessed by any

governmental authority, quasi-governmental authority, or industry body, whether assessed against you or against us, as a result of your operation of the Franchised Business or the license of our intangible property in the jurisdiction where the Franchised Business is located, to the extent permitted by law. If your health standards score is below ninety percent (90%) in three (3) or more government health inspections in any twelve (12)-month period, it constitutes a material breach of this Agreement. You shall, in all dealings relating to your Bakery, with the public, suppliers, your landlord, and us, and each of the foregoing's respective employees, agents and representatives, conduct yourself and cause your employees, agents and representatives, to conduct themselves in an honest, professional appropriate and lawful manner, and without limiting the generality of the foregoing, shall refrain and cause your employees, agents and representatives to refrain from making any statement or taking any action that would or might reasonably be interpreted as intimidation, harassment, violent, harmful or disparaging to others or to your or the foregoing's owners, directors, officers, employees, agents or representatives, as applicable.

7.9.2 Payment of Indebtedness

You must pay promptly when due all taxes and debts that you incur in the conduct of your business. You and your Related Parties must remain current in any financial responsibilities including, without limitation, to your landlord and/or to us or our Related Parties as sublessor of the Approved Location.

7.9.3 Leasehold Obligations

You must diligently fulfill all your leasehold obligations with respect to the Approved Location. A default under your lease or sublease, as applicable, if non-curable or if uncured within any applicable cure period, is a material default under this Agreement and may, at our option, lead to its immediate termination upon written notice.

7.9.4 Notification of Complaints

You must notify us promptly if you are served with a complaint in any legal or administrative proceeding that is in any way related to your Bakery or if you become aware that you are the subject of any complaint to, or investigation by, a governmental licensing authority or consumer protection agency.

8. RELATIONSHIP OF PARTIES

8.1 Interest in Marks and System

You may not at any time do or cause to be done anything contesting or impairing our interest in our Trade Name, Marks, or System. You acquire no rights in any of these things except for your right to use them in accordance with the express terms of this Agreement. We retain the right to grant other franchises or licenses to use the Trade Name, Marks, and System on any terms that we would like, subject only to your limited territorial rights described in Article 4 of this Agreement.

and/or its affiliates. You agree to obtain the individual written agreement of each of your Related Parties, Designated Manager and each employee to whom Confidential Information is disclosed to the provisions of this section in the form of Attachment 8 to this Agreement.

9. TRANSFER OF FRANCHISE

9.1 Purpose of Conditions for Approval of Transfer

Our grant of this franchise is made in reliance on your integrity, ability, experience, and financial resources. Neither the franchise nor the Bakery operated under it nor any ownership interest therein, in whole or in part, may be sold or transferred unless you have first obtained our written consent, which may not be unreasonably withheld so long as it is shown to our satisfaction that the potential buyer or transferee can perform a franchisee's obligations under the then-current form of franchise agreement and all other agreements, legal instruments and documents required of new franchisees. To ensure that no Transfer jeopardizes the Trade Name, Marks, or our interest in the successful operation of your Bakery, we will consent to a Transfer only if you comply with the provisions of Sections 9.2 through 9.4 of this Agreement.

9.2 Notice of Intention to Transfer

If you or any of your shareholders, members, or partners would like to transfer this franchise and/or any ownership interest therein, you must submit to us: (a) the form of franchise purchase application we currently use, completed by the prospective transferee(s); (b) a written notice, describing all the terms and conditions of the proposed Transfer; and (c) the transfer fee or Document Administration Fee, as applicable, described in Article 6 of this Agreement.

9.3 Consent by Wetzel's Pretzels and Right of First Refusal

We shall have the right and option, exercisable within thirty (30) days after the date we receive a copy of the written notice required by Section 9.2(b) above, to purchase the interest proposed to be transferred, at the price and upon the same terms and conditions specified in the notice. If we do not exercise our option, and the terms of the offer are subsequently altered, you must, in each such instance, notify us of the changed offer terms, and we will again have thirty (30) days from such notice to exercise our right to purchase the interest proposed to be transferred on the altered terms. If we do not then exercise our option, then the Transfer may take place on the terms and price set forth in the notice, provided: (i) we give our written consent thereto; (ii) the Transfer takes place no later than six (6) months from the earlier of the expiration of such time period for us to exercise our option or your receipt of our written refusal to exercise option; and (iii) all the conditions set forth in Section 9.4 are satisfied. Our silence is not and may not be construed as consent. Our consent to a particular Transfer will not constitute consent to any other or subsequent Transfer.

9.4 Conditions for Consent to Transfer

Our consent to your Transfer will not be unreasonably withheld but is subject to certain conditions, including, but not limited to:

Transfer,

- (i) At our sole option, signing by the transferee of an assumption of the rights and obligations of this Agreement or signing by the transferee of the then-current form of franchise agreement, amended to shorten the term to the remainder of the term of this Agreement, and to eliminate start-up obligations of both parties, and signing by transferee and/or the transferee's Related Parties of required ancillary agreements in the forms attached to the applicable franchise agreement,
- (j) Your payment of the transfer fee described in Article 6 of this Agreement. Notwithstanding the foregoing, in the event the Transfer involves a shift in ownership of less than fifty percent (50%) where the individual(s) who ultimately own a majority interest in Franchisee prior to the Transfer will continue to hold a majority interest in Franchisee after the Transfer ("Affiliate Transfer"), the Document Administration Fee described in Article 6 of this Agreement shall apply instead,
- (k)
- (l) Completion by the transferee of the initial training program to our satisfaction,
- (m) Signing by you and your Related Parties of a release of claims against us and our Related Parties in the form we prescribe,
- (n) Our determination, based on our review of the proposed purchase agreement or notice, that such terms and conditions will not interfere with the financial feasibility of the future operation of the Franchised Business, and
- (o) Your opening of an escrow account for the franchise Transfer if/as needed to ensure compliance with any applicable bulk sales laws and fulfillment of the conditions for Transfer listed above.

9.5 Changes of Ownership Not Considered To Be Transfers

As used in this Agreement, the word "Transfer" does not mean an assignment to any business entity if the beneficial ownership of the franchisee immediately following the assignment is the same and in the same proportions as the beneficial ownership immediately before the assignment. However, no assignment of this type will relieve the original party of any of its obligations under this Agreement.

For any such above assignments to be effective:

- (a) You must promptly submit to us information on any change of this type in

the equity ownership of the franchisee, the percentage of ownership, and the address where business records are maintained,

- (b) You, if you are an individual franchisee, or each of your owners, if you are not, must first sign and deliver a personal guaranty to us. We require the spouse of each individual guarantor to sign the personal guaranty as well, ~~and~~
- (c) You enter into a written agreement in a form to be determined by us, including (except where prohibited by law) a general release by you and your Related Parties of all claims against us and our Related Parties, and-
- ~~(e)(d) You pay the Document Administration Fee described in Article 6 of this Agreement.~~

9.6 Change of Ownership Upon Death or Total Disability

If you die or become totally disabled while this Agreement is in effect, your heirs or beneficiaries will have sixty (60) days within which to demonstrate to our satisfaction that they meet all of the criteria outlined in Section 9.4 above. Notwithstanding the foregoing, if we approve your heirs or beneficiaries as transferees of the franchise, we will waive the transfer fee outlined in Article 6 in connection with the Transfer; however, all other requirements outlined in Section 9.4 would still apply. If we advise your heirs or beneficiaries in writing that we do not approve them as transferees of the franchise, or if we do not approve or disapprove the Transfer within sixty (60) days following your death, your heirs or beneficiaries may have one hundred twenty (120) additional days from the date of disapproval of the Transfer or the end of the sixty (60)-day period, whichever is first, within which to find and notify us of a proposed Transfer to a qualified transferee in compliance with the provisions of this article. If your heirs or beneficiaries do not advise us of a qualified transferee within the specified period, the franchise will automatically terminate at the end of that period unless we have granted a written extension of time.

9.7 Assignment by Wetzel's Pretzels

We may assign this Agreement or any rights or obligations created by it at any time without your consent upon the following conditions: (a) the assignee is financially responsible, (b) we reasonably believe that the assignee is capable of performing our obligations under this Agreement, and (c) the assignee expressly agrees in writing to assume our obligations under this Agreement.

9.8 Private Offerings

Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise, but in

10.2.2 Acts of Default

Upon the occurrence of any of the following defaults, we, at our election, may terminate this Agreement in the manner described in Section 10.2.1:

- (a) If you do not submit to us in a timely manner any information or report you are required to submit under this Agreement,
- (b) If you do not fulfill the lease negotiation requirements of Section 7.3.1 of this Agreement or if you do not develop your Franchised Business in a timely manner in relation to the Start Date or if you do not begin operation of the Franchised Business ~~by the Start Date~~ as required under Section 7.3.3 of this Agreement or if you operate your Franchised Business in a manner that does not conform to this Agreement and the Manual,
- (c) If you default in the performance of any obligation under this Agreement not otherwise described in this list of defaults or if you, your Related Party, an affiliate of you or your Related Party, or any of your guarantor(s) hereof are in default under any other agreement with us or our Related Party and such default is not cured in accordance with the terms of such other agreement,
- (d) If you or your Related Party fail to make any payment when due under this Agreement or any other agreement between you or your Related Party and us or our Related Party,
- (e) If you fail to successfully complete the initial training program and we conclude, in our sole discretion, that you are unable or unwilling to do so,
- (f) If you misuse the Marks or the System or engage in conduct which reflects materially and unfavorably on the goodwill associated with them or if you use in your Franchised Business any names, marks, systems, logotypes, or symbols that we have not authorized you to use,
- (g) If you or any of your Related Parties has any direct or indirect interest in the ownership or operation of any business that is confusingly similar to a Bakery, a Concession Truck or Trailer, or remote mobile unit that uses the System or the Marks without authorization from us, or if you fail to give us a signed copy of the Nondisclosure and Noncompetition Agreement for each of your Related Parties within ten (10) days after we request it,
- (h) If you or your Related Party attempt to assign your rights under this Agreement or to transfer the Franchised Business, or any portion thereof or ownership interest therein, in any manner not authorized by this Agreement,
- (i) If you or your Related Party has made any material misrepresentation in

connection with the acquisition of a Bakery, Concession Truck or Trailer, or remote mobile unit or to induce us to enter into this Agreement, or if you knowingly keep false books or intentionally make false ~~Royalty Fee~~Adjusted Gross Revenue reports or make any other material misrepresentation in the operation of the Franchised Business,

- (j) If you act without our prior written approval or consent in regard to a matter for which our prior written approval or consent is expressly required by this Agreement,
- (k) Except as may be authorized by Franchisor in this Agreement or otherwise in writing, if you stop operating the Bakery or remote mobile unit, if applicable, for a period of four (4) consecutive days or more or under circumstances that lead us to the reasonable conclusion that you do not intend to resume operation or if circumstances make it clear that you have permanently abandoned the Bakery, Concession Truck or Trailer or remote mobile unit, or if you fail to respond to our communications after a closure of four (4) consecutive days,
- (l) If we give you written notice of any default and we have twice previously given you written notice of the same type of default within the preceding twelve (12) months, whether or not you have cured the defaults, or if you score less than ninety percent (90%) in three (3) or more government health inspections in a twelve (12)-month period,
- (m) If any other agreement between you or your Related Party and us or our Related Party is terminated because of your material default,
- (n) If we make a reasonable determination that the continued operation of the Franchised Business will pose a threat to public health or safety,
- (o) If you become insolvent, or no longer have the financial means to operate the Bakery pursuant to the requirements of the System or this Agreement,
- (p) If you or your Related Party are convicted of criminal misconduct which is relevant to the operation of the Franchised Business or any felony, or
- (q) Any default by you under the terms and conditions of this Agreement, any lease or sublease, as applicable, or any other agreement between Wetzel's Pretzels (or its Related Party), and you (or your Related Party) shall be deemed to be a default of each and every said agreement. Furthermore, in the event of termination, for any cause, of this Agreement or any other agreement between the parties hereto and/or their respective Related Parties, Wetzel's Pretzels may, at its option, terminate any or all said agreements.

representative may, in our sole and absolute discretion, pay, on Franchisee's behalf, the lienholder(s) that portion of the purchase price for the assets (which may be the entire purchase price) that is necessary to obtain the release of those assets from the lien(s), in lieu of paying you those funds. Further, we may offset any amounts payable to you pursuant to this Section 10.3(f), or otherwise pursuant to this Agreement, against any unpaid amounts payable to us or our affiliates pursuant to this Agreement or any other agreement executed in connection with this Agreement by and between you or your Related Parties and us or our Related Parties.

In the event Franchisor exercises this RoFR, Franchisor will send to Franchisee a written notice whereby Franchisee shall be required to sell and turnover to us such assets for an amount equal to the Value within thirty (30) days. If you fail to comply with this section, then you will be in breach of the Agreement and shall owe damages in the cumulative amount of (i) the amount of the replacement cost of such assets (including installation costs) minus the Value. For the avoidance of doubt, and for example purposes, in the event that we purchase such assets and some are missing or broken beyond repair, you shall owe damages in the amount of the replacement cost of those missing or broken assets minus the Value of those assets.

- (g) We have an option, but not the obligation, to replace you as lessee under any equipment lease for equipment that is used in connection with the Franchised Business. Upon our request, you must give us copies of the leases for any equipment used in the Franchised Business. Upon our request, you must allow us the opportunity, at a mutually satisfactory time, to inspect the leased equipment. To exercise the option, we must request the information and access described in this paragraph within fifteen (15) days after Termination, we must advise you of our wish to exercise the option within fifteen (15) days after we have received the information and/or inspected the equipment. We may assume any equipment lease in consideration of its assumption of future obligations under the lease. Upon our exercise of this option, you will be fully released and discharged from future rents and other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised.
- (h) We have an option, but not the obligation, to replace you as lessee of the premises of the Bakery and remote mobile unit, if applicable. We may assume the lease for the Approved Location in consideration of our assumption of future obligations under the lease. Upon our exercise of this option, you will be fully released and discharged from future rents and other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised.

If the franchise granted in this Agreement is terminated or not renewed because of your default, our rights described above may not necessarily be our exclusive remedies, but will instead supplement any other equitable or legal remedies available to us. Termination or non-renewal of this Agreement will not end any obligation of either party that has come into existence before Termination or non-renewal unless otherwise specified herein. All obligations of the parties which by their terms or by reasonable implication are to be performed in whole or in part after Termination or non-renewal will survive Termination or expiration.

10.4 Early Termination Damages

- (a) The parties recognize the difficulty of ascertaining damages to Franchisor resulting from premature termination of this Agreement before its expiration. For this reason, Franchisor and Franchisee have provided for early termination damages (“Early Termination Damages”) which shall be considered damages and not a penalty, are not in lieu of other damages, and Franchisee’s payment of these damages shall not constitute a release of any other obligation owed to Franchisor. Franchisor, Franchisee, each individual signing on behalf of Franchisee, and each guarantor guaranteeing Franchisee’s obligations hereunder, hereby acknowledge and agree that Franchisor's losses due to Franchisee’s unilateral closure of the Franchised Business or termination of this Agreement would be highly difficult or impossible to calculate with reasonable certainty and, therefore, have agreed at the outset of this Agreement that the Early Termination Damages, and the formula for calculating these damages, constitutes a reasonable, good faith forecast of Franchisor's estimated losses and damages due to the premature closure of the Franchised Business or termination of this Agreement.
- (b) If at any time, Franchisee unilaterally terminates this Agreement, or closes the Bakery, Concession Truck or Trailer and/or remote mobile unit, as applicable, without Franchisor’s written consent or this Agreement is terminated by Franchisor for cause, then Franchisee agrees to pay Franchisor within ten (10) days of Franchisor’s demand Early Termination Damages in an amount equal to the actual number of months remaining in the term of this Agreement, subject to a maximum of twenty-four (24) months, times the monthly average amount of the Royalties, ~~Advertising~~ advertising ~~Fund-fund~~ Contributions contributions and other fees owed by Franchisee under the relevant sections of this Agreement for the twelve (12)-month period prior to termination (or the entire term prior to termination if less than twelve (12) months) based on Franchisee’s actual Adjusted Gross Revenue, and reduced by a discount of eight percent (8%) to produce the present value of Franchisor’s losses and damages.
- (c) Franchisee will be entitled to a credit against the sums calculated according to subsection (b) for all amounts paid to Franchisor in advance for that period.

- (d) The damages set forth in this Section 10.4 are in addition to any monies due to Franchisor for past due payments or any other actual or consequential damages.

11. MISCELLANEOUS PROVISIONS

11.1 Construction of Contract

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires. If there is any conflict between this Agreement and the Manual, this Agreement will control.

11.2 Governing Law

This Agreement will be governed by and interpreted under the laws of your State, with the following exceptions: (a) the arbitration clause will be exclusively governed by and should be construed in accordance with the Federal Arbitration Act, and (b) trademark rights will be governed by and construed in accordance with the Lanham Act.

11.3 Notices

Unless otherwise provided in this Section 11.3, all notices specified by this Agreement or required by law must be in writing and given by personal delivery, sent by carrier (i.e., FedEx[®], UPS[®], etc.), or U.S. certified mail, return receipt requested. All notices to us must be given at the address set forth below or to such other address as we may designate in writing from time to time in accordance with this Section 11.3. All notices to you may be given at the address set forth below, at the address of the Franchised Business, at any of your franchised restaurants, at your residence (if an individual), or at the residence of your principal shareholder(s), partner(s), or member(s) (if a business entity). Notices will be conclusively deemed to be given, delivered, and effective when sent pre-paid and actually left in the custody of an adult agent, employee or resident at a place of business or residence if given by personal delivery; or if given by carrier, ~~twenty-four (24) hours after deposited with~~ upon confirmation of delivery by carrier, or if by U.S. certified mail, ~~three (3) days after deposited with the U.S. Postal Service~~ upon confirmation of delivery. You have an obligation to promptly notify us pursuant to this Section 11.3 whenever your mailing address, phone number or email address change. Notwithstanding the foregoing, only Franchisor has the right to give you written notice via email to an email address you provide us regarding all notices specified by this Agreement or required by law, with such email notification to be deemed received by you twenty-four (24) hours after we send it, unless you otherwise earlier acknowledge receipt.

If to Franchisor: WETZEL'S PRETZELS, LLC
Attn: Legal Department
35 Hugus Alley, Suite 300
Pasadena, California 91103

With a mandatory
copy to: _____ WETZEL'S PRETZELS, LLC
Attn: Legal Department
9311 E. Via De Ventura
Scottsdale, ~~AZ~~Arizona 85258

If to Franchisee: FRANCHISEE ENTITY, a[n] _____
Attn: _____

Telephone No(s): _____
Email(s): _____

11.4 Amendments

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

11.5 Waiver

Waiver of any breach of this Agreement may not be interpreted as a waiver of any subsequent breach.

11.6 Integration

This Agreement and any exhibits or attachments to it are the entire agreement between the parties concerning the franchise it grants. All other agreements and representations, other than representations in the franchise disclosure document, are superseded by it.

11.7 Negotiation and Mediation

11.7.1 Agreement to Use Procedure

The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, they pledge to try to resolve any dispute without litigation or arbitration. They agree that, if any Dispute (as defined below) arises between them, before beginning any legal action to interpret or enforce this Agreement, they will first follow the procedures described in this section. Good-faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement. Except as otherwise provided herein, any dispute, claim or controversy arising out of or relating to this Agreement, the breach hereof, the rights and obligations of the parties hereto or the relationship between the parties, or the entry, making, interpretation, or performance of either party under this Agreement ("Dispute"), which cannot be resolved by mediation under Section 11.7.4. or is not subject to mediation under the terms of this Agreement, shall be settled

by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules as modified below under Section 11.8.

11.7.2 Initiation of Procedures

The party that initiates these procedures (“Initiating Party”) must give written notice to the other party, describing in general terms the nature of the dispute, specifying the Initiating Party’s claim for relief, and identifying one or more people with authority to settle the dispute for him, her, or it. The party receiving the notice (“Responding Party”) has ten (10) days within which to designate by written notice to the Initiating Party one or more people with authority to settle the dispute on the Responding Party’s behalf. These people are called the “Authorized People”.

11.7.3 Direct Negotiations

The Authorized People may investigate the dispute as they consider appropriate, but agree to meet in person, by prearranged teleconference, or by video conference within fourteen (14) days from the date of the Initiating Party’s written notice to discuss resolution of the dispute. The Authorized People may meet at any times and places and as often as they agree.

11.7.4 Mediation

If the Dispute has not been resolved within thirty (30) days after the initial meeting, either party may begin mediation procedures. Mediation will be conducted by and under the rules of the American Arbitration Association (“AAA”) in the County of the State where the Franchised Business is located. The mediator must have been a member of the American Bar Association Forum on Franchising for at least five (5) years. If the AAA does not have a mediator who meets this requirement on its local panel of mediators, it is instructed to look first to its panel of arbitrators, then outside the panel and, if necessary, outside the geographic area to find a mediator who meets this requirement.

11.8 Arbitration

Any dispute arising out of or in connection with this Agreement, if not resolved by the negotiation and mediation procedures described above, will be determined by the AAA under its Rules for Commercial Arbitration, except as expressly varied by this Agreement, in the County of the State where the Franchised Business is located. This arbitration clause will not deprive either party of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction. The arbitrator must have been a member of the American Bar Association Forum on Franchising for at least five (5) years. If the AAA cannot provide an arbitrator who meets this requirement from its local panel, it is instructed to look beyond the panel or outside the area. There will be no discovery beyond the minimum required for an arbitration proceeding by applicable state law, unless the parties expressly agree otherwise in a writing signed by the parties and not by their counsel. The arbitrator will have no power to make any award that modifies or suspends any lawful provision of this Agreement and must provide a reasoned award. Judgment on any award may be entered by any court of competent jurisdiction.

11.9 No Attorneys' Fees

If legal action, including any action on appeal, or arbitration is necessary to enforce the terms and conditions of this Agreement, the prevailing party in the legal action will be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses and disbursements incurred in such action~~neither party will be permitted to recover attorney fees from the other, unless such party is entitled to recover attorney fees under applicable law if it prevails. In that case, if the opposing party prevails, it has a reciprocal right to recover attorney fees from the other party.~~

11.10 Limitation of Actions

Except as to non-waivable statutory claims, neither party may maintain an arbitration proceeding against the other party unless (a) the party follows in substantial part the negotiation and mediation procedures described above and (b) files an arbitration within one (1) year after the party knows or should have known the facts constituting the cause of action. In addition, and notwithstanding anything contained in this Agreement to the contrary, the provisions of Section 11.8 do not apply to a Dispute where: (i) we bring an action for an express obligation to pay monies, declaratory relief, preliminary or permanent equitable relief, any action at law for damage to our goodwill, the Confidential Information, the Marks, or for fraudulent conduct by you; or (ii) the delay resulting from the mediation process may endanger or adversely affect the public (for example, unhealthy, unsafe, or unsanitary conditions would continue to exist). For such Disputes, we may bring an action in any federal or state court having jurisdiction, whether for monetary damages, temporary preliminary and permanent injunctive relief or specific performance in addition to, and not exclusive of, any other remedies available to us. You hereby consent to and waive any objection or defense, including, but not limited to, forum non conveniens, and agree not to contest venue or jurisdiction of such court or arbitrator.

11.11 Individual Dispute Resolution

Any dispute resolution between or among the parties to this Agreement and any of their Related Parties shall be conducted on an individual basis and may not be conducted on a consolidated or class-wide basis.

11.12 Severability

Each provision of this Agreement will be considered severable. If, for any reason, any provision herein is determined to be invalid or in conflict with any existing or future law or regulation, that provision will not impair the operation of the remaining provisions of this Agreement. The invalid provisions will be considered not to be a part of this Agreement. However, if we determine that the finding of illegality adversely affects the basic consideration for its performance under this Agreement, we may, at our option, terminate it.

11.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be

deemed to be an original and all of which together shall be deemed to be one and the same instrument.

11.14 Approval and Guaranties

If you are a corporation, all directors, officers, and shareholders, or, if you are a partnership, all your general partners, or, if you are a limited liability company, all your members, and managers if applicable, must approve this Agreement, permit you to furnish the financial information we require, and agree to the restrictions placed on them, including restrictions on the transferability of their interests in the franchise and the Franchised Business and limitations on their rights to compete, and sign separately written guarantees of your payments and performance in the form of Attachment 9 to this Agreement. We require the spouse of each individual guarantor to sign the personal guaranty as well.

11.15 Acceptance by Wetzel's Pretzels

This Agreement will not be binding on us unless and until it has been signed by an authorized representative of Wetzel's Pretzels.

11.16 Your Representations

You represent that the information you gave us in support of your application for this franchise was and is true and complete, that you have the resources of time, energy, and money needed to operate your Franchised Business according to our System and that you are entering into this Agreement to actively operate your Franchised Business on a long-term basis and not for the purpose of investment.

11.17 Our Representations

THE ONLY REPRESENTATIONS, WARRANTIES, OR PROMISES WE MAKE ARE THOSE SPECIFICALLY STATED IN THIS AGREEMENT AND THE FRANCHISE DISCLOSURE DOCUMENT THAT HAS BEEN DELIVERED TO YOU. WE DO NOT GUARANTEE THAT YOU WILL SUCCEED IN THE OPERATION OF YOUR WETZEL'S PRETZELS FRANCHISED BUSINESS. WE ARE NOT A FIDUCIARY AND HAVE NO SPECIAL RESPONSIBILITIES OR DUTIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

11.18 Franchisee's Acknowledgments

Franchisee acknowledges, warrants, and represents to Franchisor that:

(a) Before executing this Agreement, Franchisee ~~has~~ had the opportunity to contact ~~any and all of~~ Franchisor's existing franchisees.

Initials

Initials

Initials

Initials

**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 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 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.

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.

[SIGNATURE PAGE FOLLOWS]

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20____.
(FOR THE STATE OF WASHINGTON)

~~The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Documents in your relationship with the Franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Documents in your relationship with the Franchisor, including the areas of termination and renewal of your Franchise.~~

1. ~~If any provisions governing termination or non-renewal disclosed herein are inconsistent with Washington law, then Washington law shall apply. The applicable law reads as follows:~~

~~Section 19.100.180. Without limiting the other provisions of this chapter, the following specific rights and prohibitions shall govern the relation between the franchisor or subfranchisor and the franchisees:~~

~~(2) For the purpose of this chapter and without limiting its general application, it shall be an unfair or deceptive act or practice or an unfair method of competition and therefore unlawful and violation of this chapter for any person to:~~

~~(a) Restrict or inhibit the right of the franchisees to join an association of franchisees.~~

~~(b) Require a franchisee to purchase or lease goods or services of the franchisor or from approved sources of supply unless and to the extent that the franchisor satisfies the burden of proving that such restrictive purchasing agreements are reasonably necessary for a lawful purpose justified on business grounds, and do not substantially affect competition: PROVIDED, that this provision shall not apply to the initial inventory of the franchise. In determining whether a requirement to purchase or lease goods or services constitutes an unfair or deceptive act or practice or an unfair method of competition the courts shall be guided by the decisions of the courts of the United States interpreting and applying the anti-trust laws of the United States.~~

~~(c) Discriminate between franchisees in the charges offered or made for royalties, goods, services, equipment, rentals, advertising services, or in any other business dealing, unless and to the extent that the franchisor satisfies the burden of proving that any classification of or discrimination between franchisees is: (i) reasonable, (ii) based on franchises granted at materially different times and such discrimination is reasonably related to such difference in time, or is based on other proper and justifiable distinctions considering the purposes of this chapter, and (iii) is not arbitrary. However, nothing in (c) of this subsection precludes negotiation of the terms and conditions of a franchise at the initiative of the franchisees.~~

~~(d) Sell, rent, or offer to sell to a franchisee any product or service for more than a fair and reasonable price.~~

~~(e) Obtain money, goods, services, anything of value, or any other benefit from~~

any other person with whom the franchisee does business on account of such business unless such benefit is disclosed to the franchisee.

~~_____ (f) If the franchise provides that the franchisee has an exclusive territory, which exclusive territory shall be specified in the franchise agreement, for the franchisor or subfranchisor to compete with the franchisee in an exclusive territory or to grant competitive franchises in the exclusive territory area previously granted to another franchisee.~~

~~_____ (g) Require franchisee to assent to a release, assignment, novation, or waiver which would relieve any person from liability imposed by this chapter, except as otherwise permitted by RCW 19.100.220.~~

~~_____ (h) Impose on a franchisee by contract, rule, or regulation, whether written or oral, any standard of conduct unless the person so doing can sustain the burden of proving such to be reasonable and necessary.~~

~~_____ (i) Refuse to renew a Franchise Agreement without fairly compensating the franchisee for the fair market value, at the time of expiration of the Franchise Agreement, of the franchisee's inventory, supplies, equipment, and furnishings purchased from the franchisor and good will, exclusive of personalized materials which have no value to the franchisor, and inventory, supplies, equipment and furnishings not reasonably required in the conduct of the franchised business: PROVIDED, that compensation need not be made to a franchisee for good will if: (i) the franchisee has been given one year's notice of nonrenewal; and (ii) the franchisor agrees in writing not to enforce any covenant which restrains the franchisee from competing with the franchisor: PROVIDED FURTHER, that a franchisor may offset against amounts owed to a franchisee under this subsection any amounts owed by such franchisee to franchisor.~~

~~_____ (j) Terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include, without limitation, the failure of the franchisee to comply with lawful material provisions of the franchise or other agreement between the franchisor and the franchisee and to cure such default after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such default, or if such default cannot reasonably be cured within thirty (30) days, the failure of the franchisee to initiate within thirty (30) days substantial and continuing action to cure such default: PROVIDED, that after three (3) willful and material breaches of the same term of the Franchise Agreement occurring within a twelve (12) month period, for which the franchisee has been given notice and an opportunity to cure as provided in this subsection, the franchisor may terminate the Franchise Agreement upon any subsequent month period without providing notice or opportunity cure: PROVIDED FURTHER, that a franchisor may terminate a Franchise Agreement without prior notice or opportunity to cure a default if the franchisee: (i) is adjudicated bankrupt or insolvent; (ii) makes an assignment for the benefit of creditors or similar disposition of the assets of the franchised business; (iii) voluntarily abandons the franchised business; or (iv) is convicted of or pleads guilty or no contest to a charge of violating any law relating to the franchised business. Upon termination for good cause the franchisor shall purchase from the franchisee at a fair market value at the time of termination, the franchisee's inventory and supplies, exclusive of: (i) personalized materials which have no value to the franchisor; (ii) inventory and supplies not reasonably required in the conduct of the franchised business; and (iii) if the franchisee is to retain control of the premises of the franchised business, any inventory and supplies not purchased from the franchisor or on his express requirement: PROVIDED, that a franchisor may offset against amounts owed to a franchisee under this subsection any amounts owed by such~~

franchisee to the franchisor.

~~_____ (k) 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.~~

~~2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.~~

~~3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.~~

~~4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.~~

~~5. Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.~~

~~Each provision of this Addendum to Franchise Documents shall be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Addendum. This Addendum to Franchise Documents shall have no force or effect if such jurisdictional requirements are not met. Except as set forth in this Addendum to Franchise Documents, the terms and provisions of the Franchise Documents shall remain in full force and effect.~~

{SIGNATURE PAGE FOLLOWS}

~~IN WITNESS WHEREOF, each party hereto, by and through its respective representative with full rights, power and authority to enter into and bind his or her respective party without further consent or approval of any kind, have duly executed and delivered this Addendum to the Franchise Documents as of the Effective Date as defined on page 1 of the Franchise Agreement to which this Addendum is attached.~~

FRANCHISOR

WETZEL'S PRETZELS, LLC, a California
limited liability company

By: _____
Kim Lane, Authorized Representative

FRANCHISEE

FRANCHISEE ENTITY, a[n] _____

By: _____
Name, Authorized Representative

By: _____
Name, Authorized Representative

SPECIAL RELEASE OF CLAIMS

This Special Release of Claims (“Release”) is effective as of the Effective Date (as defined on page 1 of the Franchise Agreement), by FRANCHISEE ENTITY, a(n) _____, and INDIVIDUAL NAME, an individual, individually and collectively referred to in this Release as “Releasor”, in favor of WETZEL’S PRETZELS, LLC, a California limited liability company, referred to in this Release individually and collectively with the Released Parties (as defined below), as “Releasee”.

RECITALS

This Release is made and delivered with reference to the following facts:

A. Releasee and Releasor are parties to a WETZEL’S PRETZELS’® franchise agreement dated _____ (the “Prior Franchise Agreement”).

B. Releasor would like to renew the Prior Franchise Agreement or relocate the Bakery from a previous location to the Approved Location in Attachment 2.

C. Releasee is willing to consent to Releasor’s request on condition that Releasor meets the conditions for consent stated in the Prior Franchise Agreement. One of these conditions is that Releasor must sign a release of claims in favor of Releasee.

D. For the above-described consideration, the value and adequacy of which Releasor acknowledges, Releasor signs and delivers this Release.

RELEASE

1. Releasor, on behalf of Releasor and Releasor’s Related Parties, as the term “Related Parties” is defined in the Prior Franchise Agreement, now and forever releases and discharges Releasee, and its Related Parties including its parents, affiliates, and each of such entities’ successors, attorneys, insurers, brokers, principals, officers, directors, shareholders, partners, agents, employees, and contractors (collectively, “Released Parties”), from any and all claims, demands, losses, expenses, damages, liabilities, actions, and causes of action of any nature, **except for non-waivable statutory claims**, that in any manner arise from or relate to the franchise relationship described above.

2. This Release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action, **except for non-waivable statutory claims**, that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. RELEASOR EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” Releasor represents and warrants that Releasor has considered the possibility that claims, liabilities, injuries, damages, and causes of action that Releasor does not presently know or suspect to exist in Releasor’s favor may develop, accrue,

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENT (DIRECT DEBIT)

FRANCHISEE INFORMATION		
Franchisee Name Name	Store Bakery Number(s) 0000	Franchisee Phone No. (000) 000-0000
Franchisee Mailing Address (street, city, state, zip) Address		
Contact Name, Address and Phone number (if different than above) Name(s)		
Employer Identification Number (if applicable)	Principal's Name and Social Security Number	

BANK ACCOUNT INFORMATION		
Bank Name	Bank Account Number	Bank Routing Number [: :] 9 Characters
Bank Mailing Address (street, city, state, zip)		
Bank Phone Number		

PAYMENT AUTHORIZATION	
<p>Franchisee hereby authorizes Wetzel's Pretzels, LLC, its affiliates and/or agents ("Payee"), to initiate withdrawals from the Bank Account indicated on this form, and hereby authorizes the Bank to honor and debit the Bank Account for electronic funds transfers or drafts drawn on the Bank Account and payable to Payee. The amount of such charge shall be set forth in a notice from the Payee presented to the Bank on the day(s) of the week set forth in Franchisee's franchise agreement, promissory note and security agreement, gift card participation agreement (or similar agreement for the gift card program), and any other agreement Franchisee signs that authorizes Payee, its affiliate or agent to debit Franchisee's account for the fees, which may be modified by Wetzel's Pretzels, LLC, its affiliates and/or agents, for the payment of royalty fees, advertising fees, POS support fees, gift card and e-gifting program fees and funds flow, and any other fees, charges, and other amounts payable to Payee, its affiliates and/or agents for any services Payee, its affiliates, and/or agents provide or facilitate. Franchisee agrees to execute such additional documents as may be reasonably requested by Payee or the Bank to evidence the interest of this EFT Authorization. This authority shall remain in full force and effect until Payee has received written notification from Franchisee in such time and manner as to afford Payee and the Bank to act on such notice. Franchisee understands that the termination of this authorization does not relieve Franchisee of its obligations to make payments to Payee. Payee may assign its rights and obligations under this EFT Authorization to Payee's affiliates and/or agents. Payee may change its designated affiliates and/or agents at Payee's discretion.</p>	
Signature:	Date:

NOTE: IF APPLICABLE, ATTACH A VOIDED OR COMPLETED CHECK RELATING TO THE BANK ACCOUNT.

LEASE PROVISIONS

Please give this language to your prospective lessor and ask that it be added to the terms of the lease. We will not approve leases that do not include substantially similar provisions:

Lessor will simultaneously give written notice to both Wetzel's Pretzels, LLC, a California limited liability company ("Wetzel's Pretzels"), and Lessee of any default under the lease. If Lessee does not cure any curable default during the time allowed by the lease, Wetzel's Pretzels may have an additional fifteen (15) days within which to cure the default on its own behalf as assignee of the lease. Notice will be directed to Wetzel's Pretzels at 35 Hugus Alley, Suite 300, Pasadena, CA 91103-as follows:

Wetzel's Pretzels, LLC
35 Hugus Alley, Suite 300
Pasadena, California 91103
Attn: Real Estate Department
Email: us.leases@mtygroup.com

With a copy to:

Wetzel's Pretzels, LLC
9311 E. Via De Ventura
Scottsdale, Arizona 85258
Attn: Real Estate Department

If the lease is terminated for any reason or if the franchise agreement between Wetzel's Pretzels and Lessee is terminated for any reason, Wetzel's Pretzels may enter the leasehold premises for purposes of removing all signs and other materials bearing Wetzel's Pretzels' trade name, marks or other commercial symbols and Lessor agrees that Wetzel's Pretzels shall not be liable for trespass or any other crimes or tort.

Lessor authorizes Lessee the right to assign the lease and all amendments thereto, as applicable, and all rights hereunder to Wetzel's Pretzels or any of its affiliates, or to a third-party Wetzel's Pretzels franchisee approved by Wetzel's Pretzels upon the expiration or termination of the current franchise agreement by and between Wetzel's Pretzels and Lessee ("Franchise Agreement"), without obtaining Lessor's consent and without the imposition of any assignment fee or similar charge. Lessor will not unreasonably withhold its consent to assignment of the lease by Wetzel's Pretzels to another Wetzel's Pretzels franchisee with financial qualifications comparable to those of Lessee. Lessor shall not accelerate the rent owed hereunder in connection with such assignment(s), so long as Wetzel's Pretzels, its affiliate(s) or its third-party franchisee(s) assumes in writing the obligations of Lessee under the lease. Nothing in this section shall serve to extend the term of the lease or provide Franchisor any occupancy rights, options to renew, or other rights not expressly set forth to Lessee in the lease.~~If the lease is terminated for any reason or if the franchise agreement between Wetzel's Pretzels and Lessee is terminated for any reason, lessor consents to assignment, without further action on its part, of this lease to Wetzel's Pretzels. Under these circumstances, Lessor will not unreasonably withhold its consent to assignment of the lease~~

by Wetzel's Pretzels to another WETZEL'S PRETZELS® franchisee with financial qualifications comparable to those of Lessee.

Lessor may, upon Wetzel's Pretzels' written request, disclose to Wetzel's Pretzels all reports, information or data in Lessor's possession regarding sales made in, upon or from the leased premises.

The leased premises may be used by Lessee only for operation of a WETZEL'S PRETZELS® Bakery.

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

In return for (a) his or her training by Wetzel's Pretzels, LLC, a California limited liability company ("Wetzel's Pretzels" or "Franchisor"), to operate a Bakery or (b) his or her employment by Wetzel's Pretzels or by one of its franchisees, the undersigned Confidant agrees as follows under this Nondisclosure and Noncompetition Agreement ("Agreement"):

1. Nondisclosure of Trade Secrets and Confidential Information

Confidant agrees, during the term of the franchise agreement and following termination, expiration, or assignment of the Agreement or Confidant's employment with Wetzel's Pretzels or by a franchisee and following termination, expiration, or assignment of the franchise agreement or termination or expiration of Confidant's employment with a franchisee, not to disclose, duplicate, sell, reveal, divulge, publish, furnish, or communicate, either directly or indirectly, any Trade Secret or other Confidential Information of Wetzel's Pretzels to any other person or company unless authorized in writing by Wetzel's Pretzels. Confidant agrees not to use any Trade Secret or Confidential Information for his or her personal gain or for purposes of personal gain by others, whether or not the Trade Secret or Confidential Information was conceived, originated, discovered, or developed, in whole or in part, by Confidant or represents Confidant's work product. If Confidant has assisted in the preparation of any information that we consider to be a Trade Secret or Confidential Information or has himself or herself prepared or created the information, Confidant assigns any rights that he or she may have in the information as its creator to Wetzel's Pretzels, including all ideas made or conceived by Confidant.

2. Definition of Trade Secrets and Confidential Information

For purposes of this Agreement, the terms "Trade Secret" and "Confidential Information" mean any knowledge, technique, processes, or information made known or available to Confidant that we treat as confidential, whether existing now or created in the future, including but not limited to information about the cost of materials and supplies, supplier lists or sources of supplies, internal business forms, orders, customer accounts, manuals and instructional materials describing our methods of operation, including our ~~Operations Manual~~, products, drawings, designs, plans, proposals, and marketing plans, all concepts or ideas in, or reasonably related to our business that have not previously been publicly released by Wetzel's Pretzels, and any other information or property of any kind of Wetzel's Pretzels that may be protected by law as a Trade Secret, confidential, or proprietary. The Trade Secrets and Confidential Information described in this Agreement are the sole property of Wetzel's Pretzels.

3. Return of Proprietary Materials

Upon termination of franchise ownership or employment by Wetzel's Pretzels or a franchisee, Confidant must surrender to Wetzel's Pretzels all materials considered proprietary by Wetzel's Pretzels, technical or nontechnical, whether or not copyrighted, that relate to a Trade Secret, Confidential Information, or conduct of the operations of Wetzel's Pretzels. Confidant expressly acknowledges that any such materials of any kind given to him or her are and will remain the sole property of Wetzel's Pretzels.

7. Irreparable Harm to Wetzel's Pretzels

Confidant understands and agrees that Wetzel's Pretzels will suffer irreparable injury that cannot be precisely measured in monetary damages if Confidential Information or proprietary information is obtained by any person, firm, or corporation and is used in competition with Wetzel's Pretzels. Accordingly, Confidant agrees that it is reasonable and for the protection of the business and goodwill of Wetzel's Pretzels for Confidant to enter into this Agreement. If there is a breach of this Agreement by Confidant, Confidant consents to entry of a temporary restraining order or other injunctive relief and to any other relief that may be granted by a court having proper jurisdiction.

8. Binding Effect

This Agreement will be binding on Confidant's heirs, executors, successors, and assignees as though originally signed by those people.

9. Applicable Law

The validity of this Agreement will be governed by the laws of the State where Confidant lives if Confidant is an individual, or by the laws of the State where Confidant was formed, if Confidant is an entity. If any provision of this Agreement is void or unenforceable in that State, the remainder of the Agreement will be fully enforceable according to its terms.

CONFIDANT

By: _____
Name, an individual

CONFIDANT

By: _____
Name, an individual

CONFIDANT

ENTITY, a[n] _____

By: _____
Name, Title

By: _____
Name, Title

CONCESSION TRUCK OR TRAILER AMENDMENT TO WETZEL'S PRETZELS® FRANCHISE AGREEMENT

1. PARTIES

This Concession Truck or Trailer Amendment to Wetzel's Pretzels® Franchise Agreement (the "Amendment") is made between WETZEL'S PRETZELS, LLC, a California limited liability company ("Wetzel's Pretzels"), and FRANCHISEE ENTITY, a(n) _____ ("you").

2. RECITALS

2.1 Wetzel's Pretzels and you entered into a franchise agreement ("Agreement") effective as of the Effective Date (as defined on page 1 of the Agreement) for the operation of a Wetzel's Pretzels Bakery (as defined in the Agreement).

2.2 You desire to operate a Wetzel's Pretzels concession truck or trailer (a "Concession Truck or Trailer") instead of operating a Bakery and Wetzel's Pretzels desires to grant you the right to operate a Concession Truck or Trailer rather than a Bakery.

2.3 Wetzel's Pretzels hereby grants to you and you hereby accept from us a franchise to own and operate a Concession Truck or Trailer to be operated using and in connection with the Trade Name, Marks and System, upon the terms and conditions of the Agreement, as amended by this Amendment.

3. DEFINITIONS

3.1 Section 3.3 of the Agreement is hereby amended so that the term "Approved Location" shall mean "a location located within the Mobile Area (defined below) that we have approved in writing as a site from which you may operate a Concession Truck or Trailer."

3.2 Section 3.4 of the Agreement is hereby deleted in its entirety.

3.3 The Agreement is amended so that each reference to "Bakery" shall be replaced with Concession Truck or Trailer, which shall be the business that we have authorized franchisee to conduct under the Trade Name, Marks and System in accordance with the Agreement, as amended by this Amendment.

3.4 Section 3.14 "Protected Area", of the Agreement is hereby deleted in its entirety and is replaced with the following.

3.14 "Mobile Area" means "a geographic area described in greater detail in Exhibit A to this Amendment within which we agree to refrain from specified competitive activities." "Mobile Area" does not include sites along toll roads, or in hotels and motels, ships, ports, piers, airports, railroads, train stations, other modes of mass transportation, casinos, movie

theaters, theme parks, stadiums, sports arenas, college and university campuses, healthcare facilities, regional malls, outlet malls, guest lodging facilities, day care facilities of any type, government facilities, as well as the premises of any third-party retailer (including grocery stores, supermarkets and convenience stores) or any other location or venue to which access to the general public is restricted such as military installations, higher security headquarters or corporations, and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider, which are located within its borders. Additionally, the Mobile Area shall exclude any geographic area that is within one-half (1/2) of a mile of any Wetzel's Pretzels Bakery, whether in existence as of the date of this Agreement or any time during the ~~term~~ Term of this Agreement.

3.5 Section 3.16 of the Agreement is hereby amended so that the term "Transfer" shall mean "any sale, gift, or other change in ownership of all or any part: (1) of the rights and obligations of this Agreement, (2) of the Concession Truck or Trailer, or (3) of an ownership interest in you."

3.6 Section 3.17 of the Agreement is deleted in its entirety and is replaced with the following: "Start Date" means "the earlier of (i) the first anniversary of the Effective Date, or (ii) the date you begin operating the Concession Truck or Trailer." The Start Date may be extended only with our written consent."

4. FRANCHISED RIGHTS

4.1 Section 4.1 of the Agreement is deleted in its entirety and is replaced with the following:

Wetzel's Pretzels grants to you and you accept from us a franchise to own and operate a Concession Truck or Trailer to be operated at an Approved Location within a Mobile Area under the Trade Name, Marks, and System during the Term of this Agreement and according to its provisions. You are not granted the right to engage in wholesale, internet, or mail-order sales. You shall not engage in or solicit sales other than from the Concession Truck or Trailer, which may be parked anywhere within the Mobile Area.

4.2 Section 4.2 of the Agreement is deleted in its entirety and is replaced with the following:

Each Approved Location will be located within the Mobile Area. We agree not to authorize any other franchisee to operate a Concession Truck or Trailer within the Mobile Area or operate a company-owned Concession Truck or Trailer within the Mobile Area.

4.3 Section 4.3 of the Agreement is hereby amended to include the following:

Further, we reserve the right for ourselves and our affiliates the right to enfranchise others to operate a Bakery within the Mobile Area, operate a company-owned or affiliate-owned

Bakery within the Mobile Area.

4.4 Section 4.3 of the Agreement is hereby amended so that all references to the term “Protected Area” shall be replaced with ~~the~~ “Mobile Area”.

4.5 Section 4.4 of the Agreement is deleted in its entirety and is replaced with the following:

You may operate the Concession Truck or Trailer at an Approved Location within the Mobile Area. You will not be permitted to relocate the Concession Truck or Trailer outside of the Mobile Area, without the written consent of Wetzel’s Pretzels, LLC.

4.6 Section 4.5.1 of the Agreement is deleted in its entirety and is replaced with the following:

The initial term of the franchise will begin on the Effective Date and will expire five (5) years from the Start Date.

4.7 Section 4.5.2 of the Agreement is deleted in its entirety and is replaced with the following:

You will have the right to renew the franchise for an additional renewal term of five (5) years, on the same terms and conditions as those on which we are customarily granting new franchises at the time of renewal if at the time of renewal you meet the following conditions:

- (i) You and your Related Parties are in Good Standing under this Agreement, any other Agreement between us or our Related Party and you or your Related Party, and the Manual,
- (ii) You and any Related Parties that have signed this Agreement have signed a new franchise agreement in the currently effective form not less than one hundred eighty (180) days before the expiration of this Agreement or thirty (30) days after you receive the new franchise agreement from us, whichever is earlier,
- (iii) You have agreed that you will, before the renewal term begins, at your own expense, remodel, modernize and redecorate the Concession Truck or Trailer and replace and modernize the equipment and signs used in the Concession Truck or Trailer to meet the standards of appearance and function applicable to new Concession Trucks or Trailers at that time,
- (iv) You and any Related Parties have signed a special release of claims, except for non-waivable statutory claims, with respect to past dealings with us in the form of Attachment 3 to this Agreement, and
- (v) You have paid the renewal fee described in Article 6.

The provisions of the standard franchise agreement we use at the time of renewal may be materially different from this Agreement's provisions. Changed provisions may include but are not limited to increased Royalties and advertising fund contributions and a modified Mobile Area.

4.8 Section 4.5.3 of the Agreement is deleted in its entirety.

5. SERVICES TO FRANCHISEE

5.1 Section 5.1 of the Agreement is hereby deleted in its entirety and replaced with the following: "You will be provided with, or access to, specifications for building out and equipping your Concession Truck or Trailer."..-

~~5.2 Section 5.8 of the Agreement is amended to include the following:~~

~~You will physically obtain the Proprietary Products and other goods, supplies, items, products, and merchandise that we require for the operation of the Concession Truck or Trailer from a location that we have previously approved in writing.~~

6. PAYMENTS BY FRANCHISEE

6.1 Section 6.1 of the Agreement is hereby deleted in its entirety and is replaced with the following:

When you sign this Agreement, you will pay us in immediately accessible funds an initial franchise fee of Seven Thousand Five Hundred Dollars (\$7,500). The initial franchise fee must be paid as a lump sum by wire transfer or some other form of electronic funds transfer acceptable to us in our sole discretion and is fully earned upon execution of this Agreement and is non-refundable. In the event that Franchisee and Franchisor mutually agree that Franchisee shall be permitted to operate an additional Concession Truck or Trailer in the Mobile Area, then for each such additional Concession Truck or Trailer, Franchisee shall pay to Franchisor an initial franchise fee of Five Thousand Dollars (\$5,000).

6.2 Section 6.2 of the Agreement is hereby deleted in its entirety.

6.3 Section 6.12 of the Agreement is hereby deleted in its entirety.

6.4 Section 6.15 of the Agreement is hereby deleted in its entirety.

6.5 Section 6.16 of the Agreement is hereby deleted in its entirety.

7. OBLIGATIONS OF FRANCHISEE

7.1 The first sentence in Section 7.1.1 of the Agreement is deleted and is

replaced with the following:

You may use the Trade Name and Marks only in the operation of a Concession Truck or Trailer at Approved Locations within the Mobile Area.

7.2 Section 7.3.1 of the Agreement is deleted in its entirety.

7.3 Section 7.3.2 of the Agreement is deleted in its entirety and replaced with the following:

You must engage a truck/trailer fabricator whom we have approved within thirty (30) days after the Effective Date. You agree to plan, equip, and furnish your Concession Truck or Trailer according to our currently effective standards, as described in the Manual. You must submit all fabrication plans and designs to us for our prior written approval, which will not be unreasonably withheld, within ninety (90) days after the Effective Date. You must take all necessary action to develop your Concession Truck or Trailer in a timely manner in relationship to the Start Date stated in Article 3 or any written extension of the Start Date.

7.4 Section 7.3.3 of the Agreement is deleted in its entirety and is replaced with the following:

You may not begin operating the Concession Truck or Trailer until we certify in writing that, in the view of our management, you and your employees are prepared to begin operations. By certifying that our management believes the Concession Truck or Trailer is prepared for operations, we do not guarantee that the Concession Truck or Trailer will be successful or that it complies with all laws or regulations. Success is dependent on a number of factors, including, but not limited to, -your skill, your efforts, and general economic conditions, all of which are not within our control.

We estimate that the length of time between signing the Franchise Agreement and beginning operations of the WETZEL'S PRETZELS® Concession Truck or Trailer will be about three (3) to six (6) months, but timing may vary due to truck availability and fabrication. You are required to open your Concession Truck or Trailer for business by the earlier of (i) within six (6) months from the Effective Date; or (ii) within thirty (30) days of the date you receive the built-out Concession Truck or Trailer, unless you obtain a written extension of this time period from us.

Your Franchised Business must be open and operating for business for a minimum number of days per year, as described in greater detail in the Manual and Section 7.12 of this Amendment.

You may not begin operating the Concession Truck or Trailer until we certify in writing that, in the view of our management, you and your employees are prepared to begin operations. By certifying that our management believes the Concession

~~Truck or Trailer is prepared for operations, we do not guarantee that the Concession Truck or Trailer will be successful. Success is dependent on a number of factors, including your skill, your efforts, and general economic conditions, all of which are not within our control.~~

~~We estimate that the length of time between signing the Franchise Agreement and beginning operations of the WETZEL'S PRETZELS[®] Concession Truck or Trailer will be about three (3) to six (6) months, but timing may vary due to truck availability and fabrication. You are required to open your Concession Truck or Trailer for business by the earlier of (i) within six (6) months from the Effective Date; or (ii) within thirty (30) days of the date you receive the built out Concession Truck or Trailer, unless you obtain a written extension of this time period from us.~~

7.5 Section 7.3.8 of the Agreement is deleted in its entirety and is replaced with the following:

You agree to keep your Concession Truck or Trailer and the equipment located therein in clean condition and in excellent repair. Periodically, we will ask you to remodel the Concession Truck or Trailer and to upgrade the equipment located therein to meet our then-current standards. You must promptly comply with any such request. During the Term of this Agreement, we may require you to change the POS system or any component thereof, upon our written notice to you, at your sole cost and expense. There are no restrictions on our right to change the POS system or any component thereof and no limit on the cost of a new, or upgrade to the POS system or component thereof.

7.6 Section 7.6.4 of the Agreement is deleted in its entirety and is replaced with the following:

You must permanently purchase, install, display and maintain, at your own expense, on your Concession Truck or Trailer, signs of any nature, form, color, number, location and size, and containing any legends that we have designated in writing.

7.7 Section 7.7.2 of the Agreements is deleted in its entirety and is replaced with the following:

We require you to purchase or lease computer and/or communications equipment and software that meet specifications set out in the Manual. You must submit to us, upon request, copies of all federal, state and local income, and sales tax returns. You will prepare and submit to us financial statements and weekly sales reports in the format, using the chart of accounts, and at the times specified in the Manual as periodically revised. You are required to submit ~~an~~ income and balance sheets in the form, manner and time that Ffranchisor determines, in its discretion, and may adjust from time to time. We may use this data to assist you in tracking and improving your performance, confirm that you are complying with your obligations under this

Agreement, formulate earnings and expense information to disclose to prospective franchisees and/or other legitimate business purposes. Failure to timely submit an income statement and/or balance sheet constitutes a material breach of this Agreement, and will subject you to payment of a late fee as set forth in Section 6.18.

7.8 Section 7.8 of the Agreement is deleted in its entirety and is replaced with the following:

You must purchase and maintain a policy or policies of comprehensive public liability insurance, including products liability coverage, covering all Concession Truck or Trailer assets, personnel, and activities on an occurrence basis with a combined single limit for bodily injury, death, or property damage of not less than Two Million Dollars (\$2,000,000). We may increase the minimum coverage requirement annually, if necessary, to reflect inflation or other changes in circumstances. You must also carry (1) casualty insurance in a minimum amount equal to the replacement value of your interest in the Concession Truck or Trailer, including equipment, (2) automobile insurance with coverage in the amount of Two Million Dollars (\$2,000,000) and (3) business interruption insurance in an amount sufficient to cover salary or wages of key personnel, and other fixed expenses. Each of these insurance policies must contain a provision that the policy cannot be canceled without ten (10) days' written notice to us. It must be issued by an insurance company of recognized responsibility, designate us as an additional named insured and be satisfactory to us in form, substance, and coverage. You must deliver a certificate of the issuing insurance company evidencing each policy to us within ten (10) days after the policy is issued or renewed. In addition, you must maintain policies of workers' compensation insurance, disability insurance, and any other types of insurance required by applicable law.

7.9 Section 7.9.3 of the Agreement is deleted in its entirety.

7.10 You will be required to maintain or hire a driver with a minimum of Class B Commercial Driver's License whenever the Concession Truck or Trailer is moved.

7.11 We may require that your Concession Truck or Trailer be equipped with a Global Positioning System ("GPS") device during the entire Term of the Agreement, as may be extended or renewed. Wetzel's Pretzels, LLC shall have access to your GPS and may monitor the location of your Concession Truck and Trailer and the right to review the GPS records to ensure your compliance with operating within your Mobile Area.

7.12 Your Concession Truck or Trailer must be open and operating for business for a mutually agreed upon number of days per calendar year; if we do not mutually agree in writing upon a total number of days per calendar year, then your Concession Truck or Trailer must be open and operating for a number of days not less than the number of days set forth in the ~~Operations~~ Manual or otherwise set forth by us in writing.

8. RELATIONSHIP OF THE PARTIES

8.1 Section 8.3 of the Agreement is deleted in its entirety and is replaced with the following:

On your Concession Truck or Trailer, you must conspicuously display a sign that states that “THIS CONCESSION [TRUCK OR TRAILER] IS AN INDEPENDENTLY OWNED AND OPERATED FRANCHISED BUSINESS.” Business cards, stationery, purchase order forms, invoices, tax returns, and other documents you use in your business dealings with suppliers, government agencies, employees, and customers must clearly identify you as an independent legal entity operating under a franchise.

8.2 Section 8.6 of the Agreement is deleted in its entirety and is replaced with the following:

You may not, during the term of this Agreement and for two (2) years after its Termination, operate or own more than a ten percent (10%) beneficial interest in any company that features fresh-baked soft pretzels and that is located (i) within the Mobile Area, (ii) within five (5) miles of the outer boundaries of the Mobile Area, ~~(iii)~~ within the mobile area assigned to any other Wetzel’s Pretzels concession truck or trailer owned, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates (x) as of the date of this Agreement; (y) as of the date of (a) termination (regardless of the cause of termination) or expiration of this Agreement or (b) a Transfer, as defined in this Agreement; or (z) as of the date of entry of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 8.6, and (iv) within five (5) miles of the outer boundaries of the mobile area assigned to any other Wetzel’s Pretzels concession truck or trailer owned, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates (x) as of the date of this Agreement; (y) as of the date of (a) termination (regardless of the cause of termination) or expiration of this Agreement or (b) a Transfer, as defined in this Agreement; or (z) as of the date of entry of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 8.6. You agree to obtain the individual written agreement of each of your Related Parties, Designated Manager and each employee to whom Confidential Information is disclosed to the provisions of this section in the form of Exhibit B to this Amendment.

9. TRANSFER OF FRANCHISE

9.1 Section 9.4(g) of the Agreement is deleted in its entirety.

9.2 Section 9.4(h) of the Agreement is deleted in its entirety and is replaced with the following:

Your agreement that you will, before Transfer concludes, at your own expense,

remodel, modernize and redecorate the Concession Truck or Trailer and replace and modernize the equipment and signs used therein so that the Concession Truck or Trailer meets the standards of appearance and function applicable to a new Concession Truck or Trailer at the time of Transfer,

10. TERMINATION OF FRANCHISE

10.1 Section 10.2.2(b) of the Agreement is deleted in its entirety and replaced with the following:

If you do not build out the Concession Truck or Trailer in a timely manner in relation to the Start Date or if you do not begin operation of a Concession Truck or Trailer by the Start Date as required under Section 7.3.3 of the Agreement, as amended by this Amendment, or if you operate your Concession Truck or Trailer in a manner that does not conform to this Agreement and the Manual,

10.2 The first sentence in Section 10.2.2(q) of the Agreement is amended so that the phrase “any lease or sublease, as applicable” shall be deleted.

10.3 Section 10.3(h) of the Agreement is deleted in its entirety.

11. INCORPORATION OF FRANCHISE AGREEMENT

11.1 The terms and conditions of the Agreement are incorporated into this Amendment by reference except to the extent that they conflict with the terms and conditions of this Amendment. If there is a conflict, the terms and conditions of this Amendment will govern.

11.2 All references in the Agreement to the Bakery will be considered to apply to the Concession Truck or Trailer, unless otherwise noted herein.

12. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT B

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

In return for (a) his or her training by Wetzel's Pretzels, LLC, a California limited liability company ("Wetzel's Pretzels" or "Franchisor"), to operate a Concession Truck or Trailer or (b) his or her employment by Wetzel's Pretzels or by one of its franchisees, the undersigned Confidant agrees as follows under this Nondisclosure and Noncompetition Agreement ("Agreement"):

1. Nondisclosure of Trade Secrets and Confidential Information

Confidant agrees, during the term of the franchise agreement and following termination, expiration, or assignment of the Agreement or Confidant's employment with Wetzel's Pretzels or by a franchisee and following termination, expiration, or assignment of the franchise agreement or termination or expiration of Confidant's employment with a franchisee, not to disclose, duplicate, sell, reveal, divulge, publish, furnish, or communicate, either directly or indirectly, any Trade Secret or other Confidential Information of Wetzel's Pretzels to any other person or company unless authorized in writing by Wetzel's Pretzels. Confidant agrees not to use any Trade Secret or Confidential Information for his or her personal gain or for purposes of personal gain by others, whether or not the Trade Secret or Confidential Information was conceived, originated, discovered, or developed, in whole or in part, by Confidant or represents Confidant's work product. If Confidant has assisted in the preparation of any information that we consider to be a Trade Secret or Confidential Information or has himself or herself prepared or created the information, Confidant assigns any rights that he or she may have in the information as its creator to Wetzel's Pretzels, including all ideas made or conceived by Confidant.

2. Definition of Trade Secrets and Confidential Information

For purposes of this Agreement, the terms "Trade Secret" and "Confidential Information" mean any knowledge, technique, processes, or information made known or available to Confidant that we treat as confidential, whether existing now or created in the future, including but not limited to information about the cost of materials and supplies, supplier lists or sources of supplies, internal business forms, orders, customer accounts, manuals and instructional materials describing our methods of operation, including our ~~Operations Manual~~, products, drawings, designs, plans, proposals, and marketing plans, all concepts or ideas in, or reasonably related to our business that have not previously been publicly released by Wetzel's Pretzels, and any other information or property of any kind of Wetzel's Pretzels that may be protected by law as a Trade Secret, confidential, or proprietary. The Trade Secrets and Confidential Information described in this Agreement are the sole property of Wetzel's Pretzels.

3. Return of Proprietary Materials

Upon termination of franchise ownership or employment by Wetzel's Pretzels or a franchisee, Confidant must surrender to Wetzel's Pretzels all materials considered proprietary by Wetzel's Pretzels, technical or nontechnical, whether or not copyrighted, that relate to a Trade Secret, Confidential Information, or conduct of the operations of Wetzel's Pretzels. Confidant expressly acknowledges that any such materials of any kind given to him or her are and will remain

7. Irreparable Harm to Wetzel's Pretzels

Confidant understands and agrees that Wetzel's Pretzels will suffer irreparable injury that cannot be precisely measured in monetary damages if Confidential Information or proprietary information is obtained by any person, firm, or corporation and is used in competition with Wetzel's Pretzels. Accordingly, Confidant agrees that it is reasonable and for the protection of the business and goodwill of Wetzel's Pretzels for Confidant to enter into this Agreement. If there is a breach of this Agreement by Confidant, Confidant consents to entry of a temporary restraining order or other injunctive relief and to any other relief that may be granted by a court having proper jurisdiction.

8. Binding Effect

This Agreement will be binding on Confidant's heirs, executors, successors, and assignees as though originally signed by those people.

9. Applicable Law

The validity of this Agreement will be governed by the laws of the State where Confidant lives, if Confidant is an individual, or by the laws of the State where Confidant was formed, if Confidant is an entity. If any provision of this Agreement is void or unenforceable in that State, the remainder of the Agreement will be fully enforceable according to its terms.

CONFIDANT

By: _____
Name, an individual

CONFIDANT

By: _____
Name, an individual

CONFIDANT

ENTITY, a[n] _____

By: _____
Name, Title

By: _____
Name, Title

LEASE REVIEW AND/OR NEGOTIATION AGREEMENT AND RELEASE

You have requested that the real estate department of Wetzel's Pretzels, L.L.C. and/or its affiliate ("Company") assist you in the initial negotiations and/or review and negotiations of the master lease ("Lease") for your Bakery at the Approved Location (collectively the "Franchised Business"), which may include participation in the negotiation of the business terms of the master lease with the landlord and/or broker/agent of the landlord for the Approved Location (collectively the "Lease Assistance"). Pursuant to your *Wetzel's Pretzels* Franchise Agreement dated _____ for ~~store~~-bakery number _____ ("Franchise Agreement"), you have agreed to pay ~~the~~ Company a fee ranging between Three Thousand Five Hundred Dollars (\$3,500) and Seven Thousand Dollars (\$7,000) for the Lease Review Fee (as defined in the Franchise Agreement). However, with respect to the Lease Assistance as it relates to the initial negotiations in connection with material terms of the Lease, the Company agrees to charge no fee at this time.

Any capitalized terms not specifically defined in this LEASE REVIEW AND/OR NEGOTIATION AGREEMENT AND RELEASE shall have the meaning ascribed to such terms in the Franchise Agreement.

Although, Company must review your selection of an Approved Location and the Lease to confirm it meets Company's requirements, the provisions, final approval and execution of the Lease remain your sole responsibility. You may require or elect to seek additional information or guidance of others, including, without limitation, independent business and legal advisors of your own choosing, other than what is provided by Company. This would be your sole responsibility. You will be fully involved and included in Company's Lease Assistance and will be required to approve any and all terms and conditions related thereto and it will be your sole and absolute discretion to accept or reject any of Company's recommendations in connection with the Lease Assistance prior to you executing any Lease.

The undersigned understands and acknowledges that: (i) notwithstanding any provision by Company and/or its subsidiaries, parent, or affiliated companies, agents or employees, including, without limitation, its area representatives or brand leaders, in the Lease Assistance for the Approved Location of the Bakery, you are solely responsible for conducting a review of the proposed site, the Letter Of Intent ("LOI") and Lease terms, and for final site selection based upon your review, your individual business plan and model; (ii) you have not relied solely upon the Lease Assistance of Company in reviewing, negotiating, or approving ~~if~~ of an LOI or Lease for the Approved Location, or in your decision to select any proposed site; (iii) each site for the Bakery is unique and provides different risks and benefits, which may impact the performance of the Franchised Business; and (iv) as part of your analysis of the proposed site for the operation of the Bakery, it is your sole responsibility to conduct such due diligence reviews of the geographic area and the shopping center in which the Bakery is to be located as you, in your sole discretion, deem necessary and advisable, including, without limitation, meeting with the local officials to determine, among other things, whether any street, highway, interchange, city, or other changes are planned in the area or access to the proposed site that could negatively affect the performance

of the Bakery.

In consideration of the agreement of Company to provide Lease Assistance to you, the undersigned hereby fully releases, discharges, and acquits Kahala Management, L.L.C., Company, and its respective predecessors, successors and assigns, parents, subsidiaries and affiliated corporations, their respective officers, directors, agents, employees and representatives, past and present, of any and all of such corporations (collectively "Franchisor Parties"), and/or their area representatives and brand leaders, from and against any and all claims, demands and causes of action (whether now existing or hereafter arising, known or unknown) that he/she/it, or any of his/her/its parent, affiliate, or subsidiary companies, agents, representatives, members, officers, directors, or employees, may now or in the future have against the Franchisor Parties, and/or their area representatives and brand leaders (or any of them), including, without limitation, claims, demands and causes of action that resulted, result or may result from, arise out of or relate to, in whole or in part, directly or indirectly, the Lease Assistance.

Acknowledged and accepted:

By: _____

Print Name: _____

Corporation or Entity: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

EXHIBIT D

ASSET PURCHASE AGREEMENT
(FOR SALE OF A CORPORATE BAKERY TO A FRANCHISEE)

WITH

PROMISSORY NOTE AND SECURITY AGREEMENT AND GUARANTY (IF APPLICABLE)
INTENTIONALLY OMITTED

EXHIBIT E-1**Company Owned Locations, as of November 30,
2024/2025**

Store #	Center Name	State / Province	Zip	Phone
S-108	Downtown Disney Anaheim	California	92802	(714) 535-5994
S-136	Grove	California	90036	(323) 746-5373
S-166	Galleria at Tyler #1	California	92503	(951) 470-1010
S-327	Ontario Mills #1	California	91764	(909) 481-3657
S-356	Galleria at Tyler #2	California	92503	(951) 299-2491
S-466	Victoria Gardens	California	91739	(909) 899-3060
S-470	Downtown Disney Anaheim Cart	California	92802	(714) 535-5994
S-511	Ontario Mills #2	California	91764	(909) 581-1777
S-638	Ontario Mills # 4	California	91764	(909) 481-3657
S-695	Victoria Gardens RMU	California	91739	(909) 689-8153
S-716	Macy's South Coast Plaza	California	92726	(657) 655-3386
S-061	Cherry Creek Shopping Center	Colorado	80206	(303) 388-2323
S-235	Park Meadows	Colorado	80124	(303) 799-1840
S-599	Denver Premium Outlets	Colorado	80023	(303) 254-6887
S-636	Park Meadows Kiosk	Colorado	80124	(303) 799-4996
S-637	Park Meadows RMU	Colorado	80124	(303) 799-1840
S-656	Colorado Mills	Colorado	80401	(303) 590-1412
S-154	Disney Springs West Side	Florida	32830	(407) 560-0871
S-157	Disney Springs Marketplace	Florida	32830	(407) 938-0400
S-471	ESPN Wide World Of Sports Stadium Cart	Florida	34747	(407) 912-5917
S-472	ESPN Wide World of Sports Visa Center	Florida	34747	(407) 938-9450
S-473	ESPN Wide World of Sports HP Fieldhouse	Florida	34747	(407) 938-9449
S-488	Downtown Disney Springs Haagen Dazs	Florida	32830	(407) 560-0870
S-522	ESPN Wide World of Sports Field Lemonade Cart	Florida	34747	(407) 912-1104
S-619	Orlando International Premium Outlets	Florida	32819	(407) 352-6385
S-642	ESPN Arena North Concession - Wetzels	Florida	34747	(407) 560-0073
S-643	ESPN Arena North Concession - Haagen Dazs	Florida	34747	(407) 560-0073
S-733	Walmart Kissimmee	Florida	34746	(407) 598-0705
S-745	Orlando FL Food Truck	Florida	32801	(689) 258-7004
S-332	Las Vegas South Premium Outlets	Nevada	89123	(702) 260-1001
S-429	Downtown Summerlin	Nevada	89135	(702) 912-4775
S-503	Las Vegas South Premium Outlets	Nevada	89123	(702) 914-1960

S-561	Walmart North Las Vegas	Nevada	89131	(702) 395-2335
S-591	Galleria at Sunset	Nevada	89014	(702) 451-0900
S-691	Miracle Mile Shops	Nevada	89109	(702) 331-6529
S-905	Wetzels Southgate CA Azalea Shopping Center (Formerly Twisted T-003 Corp)	California	90280	(323) 605-1770

Franchised Locations, as of November 30, 2024

Owner First Name	Owner Last Name	Phone	Street Address	City	State	Zip
Jamal Marlon & Marissa	Khan Moore	205-720-7477 251-442-1416	6071 Russet Meadows Dr 2601 S Mckenzie St, Space #240	Birmingham Foley	Alabama	35244 36535
Marlon & Marissa	Moore Leibsohn	251-442-1416 (623)-202-7114	7234 Raleigh Way N. 41650 W Maricopa-Casa-Grande Hwy	Mobile	Alabama	36695 85138
Marlon & Marissa	Moore Leibsohn	251-442-1416 (623)-202-7114	7234 Raleigh Way N. Southeast Corner of Waddell Road & Loop 303	Mobile	Alabama	36695 85379
Steve	Leibsohn	(623) 202-7114 623-202-7114	5842 N 38th Place 5845 W Bell Rd	Paradise Valley	Arizona	85253 85308
Steve	Leibsohn	(623) 202-7114 (623)-202-7114	5842 N 38th Place 5870 E Broadway Blvd., #K12	Paradise Valley	Arizona	85253 85711
Steve	Leibsohn	(623) 202-7114 623-202-7114	5842 N 38th Place 411 S Packard Drive	Paradise Valley	Arizona	85253 85281
Steve	Leibsohn	(623) 202-7114 (623)-202-7114	5842 N 38th Place 5842 N 38th Place	Paradise Valley	Arizona	85253 85253
Steve	Leibsohn	(623) 202-7114 (623)-202-7114	5842 N 38th Place 2501 S Market Street	Paradise Valley	Arizona	85253 85295
Steve	Leibsohn	(623) 202-7114 (623)-202-7114	5842 N 38th Place 5842 N 38th Place	Paradise Valley	Arizona	85253 85253
Steve	Leibsohn	(623) 202-7114 (623)-202-7114	5842 N 38th Place 201 East Jefferson, Space #217	Paradise Valley	Arizona	85253 85004
Steve	Leibsohn	(623) 202-7114 (623)-202-7114	5842 N 38th Place 5842 N 38th Place	Paradise Valley	Arizona	85253 85253
Steve	Leibsohn	(623) 202-7114 (623)-202-7114	5842 N 38th Place 827 S. Rural Road	Paradise Valley	Arizona	85253 85281
Steve	Leibsohn	(623) 202-7114 (623)-202-7114	5842 N 38th Place 6751 N. Sunset Blvd., Space #KSK4	Paradise Valley	Arizona	85253 85305
Steve	Leibsohn	(623) 202-7114 (623)-202-7114	5842 N 38th Place 6555 E. Southern Ave., #G14	Paradise Valley	Arizona	85253 85206

<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place1703 W.- Bethany Home Rd.,- Space #F35A	Paradise ValleyPhoenix	ArizonaArizona	8525385015
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place3499 W.- Chandler Blvd.,- Space #K106	Paradise ValleyChandler	ArizonaArizona	8525385226
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place7635 N. La-Cholla Blvd.	Paradise ValleyTucson	ArizonaArizona	8525385741
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place21055 E.- Rittenhouse Road	Paradise ValleyQueen-Creek	ArizonaArizona	8525385142
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place401 E.- Jefferson,Space 321	Paradise ValleyPhoenix	ArizonaArizona	8525385004
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place7000 E.- Camelback Road- Space #K7	Paradise ValleyScottsdale	ArizonaArizona	8525385251
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place7700 W.- Arrowhead Towne-Center #1260	Paradise ValleyGlendale	ArizonaArizona	8525385308
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place6401 W.- Marana Center-Bld.- Suite 802	Paradise ValleyTucson	ArizonaArizona	8525385742
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place6800 No. 95th-Avenue, #980	Paradise ValleyGlendale	ArizonaArizona	8525385305
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place401 E.- Jefferson, Space-#124	Paradise ValleyPhoenix	ArizonaArizona	8525385004
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place7611 W.- Thomas Road,- Space #G021	Paradise ValleyPhoenix	ArizonaArizona	8525385033
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place4976 Premium-Outlets Way, #702	Paradise ValleyChandler	ArizonaArizona	8525385226
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place6800 No. 95th-Avenue, #892	Paradise ValleyGlendale	ArizonaArizona	8525385305
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place5000 Arizona-Mills Circle, Space-#TT35	Paradise ValleyTempe	ArizonaArizona	8525385282

<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place4500 N. Oracle Road, Space #K-2	Paradise ValleyTucson	ArizonaArizona	8525385705
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place9400 W. Maryland Avenue, Stand 224	Paradise ValleyGlendale	ArizonaArizona	8525385305
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place201 East Jefferson, Space #104	Paradise ValleyPhoenix	ArizonaArizona	8525385004
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place201 East Jefferson, Space #115	Paradise ValleyPhoenix	ArizonaArizona	8525385004
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place9400 W. Maryland Avenue, Stand 101	Paradise ValleyGlendale	ArizonaArizona	8525385305
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place9400 W. Maryland Avenue, Stand 113	Paradise ValleyGlendale	ArizonaArizona	8525385305
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place5000 Arizona Mills Circle, Space 310	Paradise ValleyTempe	ArizonaArizona	8525385282
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place7000 E. Camelback Road, #2242	Paradise ValleyScottsdale	ArizonaArizona	8525385251
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place7700 W. Arrowhead Towne Ctr., #1150	Paradise ValleyGlendale	ArizonaArizona	8525385308
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	623-202-7114(623)-202-7114	5842 N 38th Place2268 E. Williams Road, Space #720	Paradise ValleyGilbert	ArizonaArizona	8525385296
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	623-202-7114(623)-202-7114	5842 N 38th Place5000 Arizona Mills Circle, Space 462	Paradise ValleyTempe	ArizonaArizona	8525385282
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place5870 E. Broadway Blvd., #426	Paradise ValleyTucson	ArizonaArizona	8525385711
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place15355 North Northsight Blvd.	Paradise ValleyScottsdale	ArizonaArizona	8525385260
<u>Steve</u> <u>Steve</u>	<u>Leibsohn</u> <u>Leibsohn</u>	(623) 202-7114(623)-202-7114	5842 N 38th Place3499 W. Chandler Blvd., #2302	Paradise ValleyChandler	ArizonaArizona	8525385226

<u>Steve</u> <u>Rod</u>	<u>Leibsohn</u> <u>Rezvani</u>	(623) 202-7114(951)-990-0580	5842 N 38th Place14283-Frontage Road-North	Paradise ValleyEhrenberg	ArizonaArizona	8525385334
<u>Steve</u> <u>Ayman</u>	<u>Leibsohn</u> <u>Abdulhadi</u>	(623) 202-7114(708)-789-3223	5842 N 38th Place1640-Camino-del Rio North,-Space #9012	Paradise ValleySan-Diego	ArizonaCalifornia	8525392108
<u>Rod</u> <u>Ayman</u>	<u>Rezvani</u> <u>Abdulhadi</u>	(951) 990-0580(708)-789-3223	14283 I-10 Frontage Rd.1640 Camino del Rio North, Space-#1220	EhrenbergSan-Diego	ArizonaCalifornia	8533492108
<u>Varuzh</u> <u>Varuzh</u>	<u>Abgaryan</u> <u>Abgaryan</u>	818-239-2808818-239-2808	1248 Elm Street800-N. Alameda Street,-Space #3	GlendaleLos-Angeles	CaliforniaCalifornia	9120190012
<u>Varuzh</u> <u>Varuzh</u>	<u>Abgaryan</u> <u>Abgaryan</u>	818-239-2808818-239-2808	1248 Elm Street60-31st Avenue-Space #2370	GlendaleSan-Mateo	CaliforniaCalifornia	9120194403
<u>Varuzh</u> <u>Varuzh</u>	<u>Abgaryan</u> <u>Abgaryan</u>	818-239-2808818-239-2808	1248 Elm Street1275-Broadway Plaza,-Space #K01	GlendaleWalnut-Creek	CaliforniaCalifornia	9120194596
<u>Varuzh</u> <u>Varuzh</u>	<u>Abgaryan</u> <u>Abgaryan</u>	818-239-2808818-239-2808	1248 Elm Street2469-Stoneridge Mall-K116	GlendalePleasanton	CaliforniaCalifornia	9120194588
<u>Varuzh</u> <u>Varuzh</u>	<u>Abgaryan</u> <u>Abgaryan</u>	818-239-2808818-239-2808	1248 Elm Street292-Sun Valley Mall,-#K205	GlendaleConcord	CaliforniaCalifornia	9120194520
<u>Varuzh</u> <u>Varuzh</u>	<u>Abgaryan</u> <u>Abgaryan</u>	818-239-2808818-239-2808	1248 Elm Street800-N. Alameda Street,-Space #K1	GlendaleLos-Angeles	CaliforniaCalifornia	9120190012
<u>Varuzh</u> <u>Varuzh</u>	<u>Abgaryan</u> <u>Abgaryan</u>	818-239-2808818-239-2808	1248 Elm StreetSixty-31st Avenue,#1040	GlendaleSan-Mateo	CaliforniaCalifornia	9120194403
<u>Varuzh</u> <u>Varuzh</u>	<u>Abgaryan</u> <u>Abgaryan</u>	818-239-2808818-239-2808	1248 Elm Street292-Sun Valley Mall, F-106	GlendaleConcord	CaliforniaCalifornia	9120194520
<u>Varuzh</u> <u>Varuzh</u>	<u>Abgaryan</u> <u>Abgaryan</u>	818-239-2808818-239-2808	1248 Elm Street2469-Stoneridge Mall E-206	GlendalePleasanton	CaliforniaCalifornia	9120194588
<u>Varuzh & Harout</u> <u>Varuzh & Harout</u>	<u>Abgaryan</u> <u>Abgaryan</u>	818-239-2808818-239-2808	1248 Elm Street459-Lagunita Drive,-#118	GlendaleStanford	CaliforniaCalifornia	9120195128
<u>Varuzh & Harout</u> <u>Varuzh & Harout</u>	<u>Abgaryan</u> <u>Abgaryan</u>	818-239-2808818-239-2808	1248 Elm Street459-Lagunita Drive,-#108	GlendaleStanford	CaliforniaCalifornia	9120195128
<u>Varuzh & Harout</u> <u>Varuzh & Harout</u>	<u>Abgaryan</u> <u>Abgaryan</u>	818-239-2808818-239-2808	1248 Elm Street459-Lagunita Drive,-#133	GlendaleStanford	CaliforniaCalifornia	9120195128
<u>Varuzh & Harout</u> <u>Ranjit & Nirmal/ Ramneek / Prabhdeep</u>	<u>Abgaryan</u> <u>Ahluwalia / Singh / Mann</u>	818-239-2808(209)-918-9602	1248 Elm Street3960-Mitchell Rd	GlendaleCeres	CaliforniaCalifornia	9120195307

Ranjit & Nirmal/ Ramneek / PrabhdeepManjurul	Ahluwalia / Singh / MannAlam	(209) 918-9602(559)- 341-8394	3515 Pomegranate Ave7065 N Ingram Ave.	CeresFresno	CaliforniaCa lifornia	95307936 50
Ranjit & Nirmal/ Ramneek / PrabhdeepManjurul	Ahluwalia / Singh / MannAlam	(209) 918-9602(559)- 341-8394	3515 Pomegranate Ave250 S 12th Ave	CeresHanfor d	CaliforniaCa lifornia	95307932 30
ManjurulManjurul	AlamAlam	(559) 341-8394(559)- 341-8394	5452 E. Pitt Ave.4950 Pacific Avenue, Space #114	FresnoStock ton	CaliforniaCa lifornia	93727952 07
ManjurulManjurul	AlamAlam	(559) 341-8394(559)- 341-8394	5452 E. Pitt Ave.645 East Shaw Ave, Space KK28	FresnoFresn o	CaliforniaCa lifornia	93727937 10
ManjurulManjurul	AlamAlam	(559) 341-8394(559)- 341-8394	5452 E. Pitt Ave.244 Paseo Del Centro	FresnoFresn o	CaliforniaCa lifornia	93727937 20
ManjurulManjurul	AlamAlam	(559) 341-8394(559)- 341-8394	5452 E. Pitt Ave.2031 South Mooney Blvd. #5521	FresnoVisali a	CaliforniaCa lifornia	93727932 77
ManjurulManjurul	AlamAlam	(559) 341-8394(559)- 341-8394	5452 E. Pitt Ave.645 East Shaw Avenue, #KK1	FresnoFresn o	CaliforniaCa lifornia	93727937 10
ManjurulManjurul	AlamAlam	(559) 341-8394(559)- 341-8394	5452 E. Pitt Ave.1855 41st Avenue,#R11	FresnoCapit ola	CaliforniaCa lifornia	93727950 10
ManjurulManjurul	AlamAlam	(559) 341-8394(559)- 341-8394	5452 E. Pitt Ave.4950 Pacific Avenue, Space #K-11	FresnoStock ton	CaliforniaCa lifornia	93727952 07
ManjurulManjurul	AlamAlam	(559) 341-8394(559)- 341-8394	5452 E. Pitt Ave.645 East Shaw Avenue, #K12	FresnoFresn o	CaliforniaCa lifornia	93727937 10
ManjurulRafiq- "Ricky"	AlamAlam	(559) 341-8394323- 240-0441	5452 E. Pitt Ave.26471 Carl Boyer Dr	FresnoSanta Clarita	CaliforniaCa lifornia	93727913 50
ManjurulRafiq- "Ricky"	AlamAlam	(559) 341-8394323- 240-0441	5452 E. Pitt Ave.14440 Bear Valley Road Space #K06	FresnoVicto rville	CaliforniaCa lifornia	93727923 92
ManjurulRafiq- "Ricky"	AlamAlam	(559) 341-8394323- 240-0441	5452 E. Pitt Ave.27931 Kelly Johnson Parkway	FresnoSanta Clarita	CaliforniaCa lifornia	93727913 55
ManjurulRafiq- "Ricky"	AlamAlam	(559) 341-8394323- 240-0441	5452 E. Pitt Ave.12721 Moreno Beach Dr.	FresnoMore no Valley	CaliforniaCa lifornia	93727925 55
ManjurulRafiq- "Ricky"	AlamAlam	(559) 341-8394323- 240-0441	5452 E. Pitt Ave.1540 E. 2nd Street	FresnoBeau mont	CaliforniaCa lifornia	93727922 23
ManjurulRafiq- "Ricky"	AlamAlam	(559) 341-8394323- 240-0441	5452 E. Pitt Ave.14440 Bear Valley Road,#K19	FresnoVicto rville	CaliforniaCa lifornia	93727923 92
MD NawshadRafiq- "Ricky"	AlamAlam	(347) 445-6521323- 240-0441	2800 Braden Ave, Apt 19214006 Riverside Drive, #9090	ModestoShe rman Oaks	CaliforniaCa lifornia	95356914 23
MD NawshadRafiq- "Ricky"	AlamAlam	(347) 445-6521323- 240-0441	2800 Braden Ave, Apt 192500 Inland Center Drive, Space 314	ModestoSan Bernardino	CaliforniaCa lifornia	95356924 08

Rafiq "Ricky" Rafiq "Ricky"	Alam Alam	323-240-0441(323)- 240-0441	1253 Sierra Madre Villa Ave., 14440- Bear Valley Road, #657	Pasadena Vie torville	California Ca lifornia	91107923 92
Rafiq "Ricky" Rafiq "Ricky"	Alam Alam	323-240-0441(323)- 240-0441	1253 Sierra Madre Villa Ave., 14006- Riverside Drive, #9240	Pasadena Sh erman Oaks	California Ca lifornia	91107914 23
Rafiq "Ricky" James	Alam Armstrong	323-240-0441(310)- 889-8515	1253 Sierra Madre Villa Ave., 84320- Acqua Ct	Pasadena In dian	California Ca lifornia	91107922 03
Rafiq "Ricky" Maryam	Alam Arsanjani	323-240- 04417143151552	1253 Sierra Madre Villa Ave., 39460- Murrieta Hot Springs Road	Pasadena M urrieta	California Ca lifornia	91107925 63
Rafiq "Ricky" Frank & Sharon	Alam Arthofer	323-240-0441(626)- 695-7784	1253 Sierra Madre Villa Ave., 7007- Friars Road, Space #K105	Pasadena Sa n Diego	California Ca lifornia	91107921 08
Rafiq "Ricky" Frank & Sharon	Alam Arthofer	323-240-0441(626)- 695-7784	1253 Sierra Madre Villa Ave., 7007- Friars Road, #863	Pasadena Sa n Diego	California Ca lifornia	91107921 08
Rafiq "Ricky" Samad	Alam Attisha	323-240-0441(619)- 227-2933	1253 Sierra Madre Villa Ave., 2615 L Sweetwater Springs Blvd.	Pasadena Spr ing Valley	California Ca lifornia	91107919 78
Rafiq "Ricky" Angels	Alam Baseball LP	323-240-0441(760)- 213-0731	1253 Sierra Madre Villa Ave., 2000- Gene Autry Way	Pasadena An aheim	California Ca lifornia	91107928 06
Rafiq "Ricky" David	Alam Bermudez	323-240-0441(951)- 437-7083	1253 Sierra Madre Villa Ave., 10358- Mountain View Ave, Suite 101	Pasadena Lo ma Linda	California Ca lifornia	91107923 54
Rafiq "Ricky" David	Alam Bermudez	323-240-0441(951)- 437-7083	1253 Sierra Madre Villa Ave., 1231 S Sanderson Ave	Pasadena He met	California Ca lifornia	91107925 45
Rafiq "Ricky" David	Alam Bermudez	323-240-0441(951)- 437-7083	1253 Sierra Madre Villa Ave., 710 N. Sanderson Ave.,	Pasadena He met	California Ca lifornia	91107925 45
Rafiq "Ricky" Lorna / Alexis, Jady, Stacey	Alam Braley / Hooper	323-240-0441(951)- 233-5213	1253 Sierra Madre Villa Ave., 1641 W Imperial Hwy, Suite A	Pasadena La Habra	California Ca lifornia	91107906 31
Rafiq "Ricky" Lorna / Alexis, Jady, Stacey	Alam Braley / Hooper	323-240-0441(951)- 233-5213	1253 Sierra Madre Villa Ave., 800 N State College Blvd	Pasadena Ful lerton	California Ca lifornia	91107928 31
Rafiq "Ricky" Jesveer "Navi"	Alam Brar	323-240-0441(661)- 345-9810	1253 Sierra Madre Villa Ave., 28005- Seco Canyon Road	Pasadena Sa nta Clarita	California Ca lifornia	91107913 90
Rafiq "Ricky" Somonea & Lisa	Alam Cheng	323-240-0441(209)- 298-5281	1253 Sierra Madre Villa Ave., 1350- Travis Blvd. Space #V13	Pasadena Fai rfield	California Ca lifornia	91107945 33
Rafiq "Ricky" Bum	Alam Cho	323-240-0441(760)- 809-7605	1253 Sierra Madre Villa Ave., 5620-	Pasadena Ca rlsbad	California Ca lifornia	91107920 08

			Paseo Del Norte, #14			
Rafiq "Ricky" Bum	Alam Cho	323-240-0441 760-809-7605	1253 Sierra Madre Villa Ave., 5620 Paseo Del Norte, #C122	Pasadena Carlsbad	California California	91107920 08
Gurbir / Harjinder / Amrinder Jung & Bum	Antaal / Dhillon Cho	(415) 996 7419 760-419-1205	4002 Pinoche Peak Way 2525 El Camino Real Space #145	Rancho Cordova Carlsbad	California California	95742920 08
James Jung & Bum	Armstrong Cho	(310) 889-8515 760-419-1205	84320 Acqua Ct 200 E. Via Rancho Pkwy. Space #353	Indio Escondido	California California	92203920 25
Frank & Sharon Jung & Bum	Arthofer Cho	626-695-7784 760-419-1205	805 San Marino Avenue 200 E. Via Rancho Pkwy., #B303	San Marino Escondido	California California	91108920 25
Frank & Sharon Jung & Bum	Arthofer Cho	626-695-7784 760-419-1205	805 San Marino Avenue 2525 El Camino Road, #234C	San Marino Carlsbad	California California	91108920 08
MD Abul & Tamanna Junghyun	Azad & Sayed Choi	(213) 820-0730 (858)-231-0615	321 S Berendo St., Apt 105 823 Parkway Plaza, Space #4714	Los Angeles El Cajon	California California	90020920 20
Angels Junghyun	Baseball LP Choi	(714) 940-2213 (858)-231-0615	2000 Gene Autry Way 823 Parkway Plaza #K22	Anaheim El Cajon	California California	92806920 20
Angels Young	Baseball LP Choi	(714) 940-2213 (213)-321-6589	2000 Gene Autry Way 201 E. Magnolia Blvd., Space #5601	Anaheim Burbank	California California	92806915 02
David Alekhya & Sowjanya	Bermudez Desu & Puvvada	(951) 437-7083 (408)-594-8775	5194 Spring View Dr. 3251 20th Ave., Space #102	Banning San Francisco	California California	92220941 32
David Anthony & Kim	Bermudez Dinh	(951) 437-7083 714-260-1746	5194 Spring View Dr. 555 The Shops at Mission Viejo, #K116	Banning Mission Viejo	California California	92220926 91
David Anthony & Kim	Bermudez Dinh	(951) 437-7083 714-260-1746	5194 Spring View Dr. 594 The Shops at Mission Viejo	Banning Mission Viejo	California California	92220926 91
Lorna / Alexis, Jady, Stacey Jeff	Braley / Hooper Dunn	(951) 233-5213 760-200-8400 Ex: 7108	5966 Kirkwood Avenue 78200 Miles Avenue	Alta Loma Indian Wells	California California	91737922 10
Lorna / Alexis, Jady, Stacey Benjamin	Braley / Hooper Elias	(951) 233-5213 (510)-366-6888	5966 Kirkwood Avenue 414 K Street	Alta Loma Sacramento	California California	91737958 14
Jesveer "Navi" Benjamin	Brar Elias	661-345-9810 (510)-366-6888	3904 Cairns Ct., 170 O'Farrell St, Space #B1	Bakersfield San Francisco	California California	93313941 02
Thomas Benjamin	Brown Elias	(323) 691-8697 (510)-366-6888	416 East Ave. 28170 O'Farrell St, Space #S1	Los Angeles San Francisco	California California	90031941 02

<u>Thomas</u> <u>Kara</u>	<u>Brown</u> <u>Felberg</u>	(323) 691-8697(619)-788-2423	416 East Ave. 282015-Birch Road, #909	Los AngelesChulavista	CaliforniaCalifornia	9003191915
<u>Somonea & Lisa</u> <u>Kara</u>	<u>Cheng</u> <u>Felberg</u>	(209) 298-5281(619)-788-2423	5000 Kokomo Drive5005 Willows-Road	SacramentoAlpine	CaliforniaCalifornia	9583591901
<u>Bum & Susan</u> <u>Alejandro</u>	<u>Cho</u> <u>Felix</u>	760-809-7605(661)-595-7880	1288 Holmgrove Dr.530 Woollomes-Ave	San MarcosDelano	CaliforniaCalifornia	9207893215
<u>Bum & Susan</u> <u>Julie</u>	<u>Cho</u> <u>Friedman</u>	760-809-7605(626)-393-5857	1288 Holmgrove Dr.8500 Beverly-Blvd., Space #7752	San MarcosLos-Angeles	CaliforniaCalifornia	9207899048
<u>Bum & Susan</u> <u>Marlene & Juan</u>	<u>Cho</u> <u>Garcia</u>	760-809-7605(909)-753-4879	1288 Holmgrove Dr.1731 E Avenue J	San MarcosLanester	CaliforniaCalifornia	9207893535
<u>Bum & Susan</u> <u>Paul</u>	<u>Cho</u> <u>Garnica</u>	760-809-7605(323)-691-8697	1288 Holmgrove Dr.380 Santa-Monica Pier	San MarcosSanta-Monica	CaliforniaCalifornia	92078990401
<u>Bum & Susan</u> <u>Paul</u>	<u>Cho</u> <u>Garnica</u>	760-809-7605(323)-691-8697	1288 Holmgrove Dr.380 Santa-Monica Pier	San MarcosSanta-Monica	CaliforniaCalifornia	92078990401
<u>Bum & Susan</u> <u>Peyton, Paige, Deborah, & Bradley</u>	<u>Cho</u> <u>Geyser</u>	760-809-7605(909)-908-0360	1288 Holmgrove Dr.26502 Towne-Center Dr.	San MarcosFoot-hill Ranch	CaliforniaCalifornia	9207892610
<u>Bum & Susan</u> <u>"Jung" Peyton, Paige, Deborah, & Bradley</u>	<u>Cho</u> <u>Geyser</u>	760-809-7605(909)-908-0360	1288 Holmgrove Dr.3302 Pintado	San MarcosIrvin	CaliforniaCalifornia	9207892618
<u>Junghyun</u> <u>Andy</u>	<u>Choi</u> <u>Hirmez</u>	(858) 231 - 0615(619)4026100	7725 Via Montebello, Unit 1,42250-Jackson Street	San DiegoIndio	CaliforniaCalifornia	9212992203
<u>Junghyun</u> <u>Andy</u>	<u>Choi</u> <u>Hirmez</u>	(858) 231 - 0615(619)4026100	7725 Via Montebello, Unit 1,102 E Carmel-St	San DiegoSan-Marcos	CaliforniaCalifornia	9212992078
<u>Young</u> <u>Andy</u>	<u>Choi</u> <u>Hirmez</u>	(213) 321-6589(619)-402-6100	4409 Rosemont Ave30535 S-Temecula Parkway	La CrescentaTemecula	CaliforniaCalifornia	9121492592
<u>Alekhya & Sowjanya</u> <u>Phil</u>	<u>Desu & Puvvada</u> <u>Holliday</u>	(408) 594-8775(562)-773-3955	4251 Norwalk Drive, AA 30537140 47th E-	San JosePalmdale	CaliforniaCalifornia	9512993552
<u>Anthony & Kim</u> <u>Phil</u>	<u>Dinh</u> <u>Holliday</u>	714-260-1746(562)-773-3955	10852 Woodward Lane1233 Rancho-Vista Blvd.-Space #757	Garden GrovePalmdale	CaliforniaCalifornia	9284093551
<u>Anthony & Kim</u> <u>Sonny & Susie</u>	<u>Dinh</u> <u>Hong</u>	714-260-1746(323)-246-2797	10852 Woodward Lane6000-Sepulveda Blvd., #9000	Garden GroveCulver-City	CaliforniaCalifornia	9284090230
<u>Tyler</u> <u>Sonny & Susie</u>	<u>Dutton</u> <u>Hong</u>	(909) 480-9090(323)-246-2797	5850 Ventana Dr.6000 Sepulveda Blvd., #9014	FontanaCulver-City	CaliforniaCalifornia	9233690230
<u>Tyler</u> <u>Saihum</u>	<u>Dutton</u> <u>Hossain</u>	(909) 480-9090(310)-633-3941	5850 Ventana Dr.5075 Gosford Rd.	FontanaBakersfield	CaliforniaCalifornia	9233693313
<u>Benjamin</u> <u>Saihum</u>	<u>Elias</u> <u>Hossain</u>	(510) 366-6888(310)-633-3941	1553 Buckeye Court660 Stanford-	PinolePalo-Alto	CaliforniaCalifornia	9456494304

			Shopping Center, #228A			
<u>Benjamin Saihum</u>	<u>Elias Hossain</u>	(510) 366-6888(310)- 633-3941	1553 Buckeye Court6600 Topanga Canyon, #2096C	PinoleCanog a Park	CaliforniaCa lifornia	94564913 03
<u>Kara Saihum</u>	<u>Felberg Hossain</u>	619-788-2423(310)- 633-3941	319 Corte Castillo301- Montara Rd	Chula VistaBarsto w	CaliforniaCa lifornia	91914923 11
<u>Kara Saihum</u>	<u>Felberg Hossain</u>	619-788-2423(310)- 633-3941	319 Corte Castillo1366 S.- Riverside Avenue	Chula VistaRialto	CaliforniaCa lifornia	91914923 76
<u>Alejandro Saihum</u>	<u>Felix Hossain</u>	661-595-7880(310)- 633-3941	15715 Legacy CT755- Riverpoint Court	Bakersfield West- Sacramento	CaliforniaCa lifornia	93314956 05
<u>Julie Saihum</u>	<u>Friedman Hossain</u>	626-393-5857(310)- 633-3941	1200 N. Flores Street, #20234500- Monterey Ave.-	West HollywoodP alm Desert	CaliforniaCa lifornia	90069922 11
<u>Marlene & Juan Saihum</u>	<u>Garcia Hossain</u>	(909) 753-4879(310)- 633-3941	5414 Grand Prix Court447 Great Mall Dr. #K113	FontanaMilp itas	CaliforniaCa lifornia	92336950 35
<u>Peyton, Paige, Deborah, & Bradley Saihum</u>	<u>Geyser Hossain</u>	(909) 908-0360(310)- 633-3941	125 Annuals9301- Tampa Avenue, Space #5543	IrvineNorthr idge	CaliforniaCa lifornia	92618913 24
<u>Peyton, Paige, Deborah, & Bradley Saihum</u>	<u>Geyser Hossain</u>	(909) 908-0360(310)- 633-3941	125 Annuals3301 E.- Main Street, Space #K206	IrvineVentur a	CaliforniaCa lifornia	92618930 03
<u>Peyton, Paige, Deborah, & Bradley Saihum</u>	<u>Geyser Hossain</u>	(909) 908-0360(310)- 633-3941	125 Annuals1611 E.- Main Street	IrvineBarsto w	CaliforniaCa lifornia	92618923 11
<u>Kevin & Elizabeth Saihum</u>	<u>Hall Hossain</u>	858-254-0418(310)- 633-3941	1775 Catalina Dr.,567- Great Mall Drive- #108A	PomonaMil pitas	CaliforniaCa lifornia	91766950 35
<u>Noah/Willie, and Elizabeth Saihum</u>	<u>Hamm / Thip Hossain</u>	310-387-0186(310)- 633-3941	18791 Caminito Pasadero, #77500- Lakewood Center- Mall, #K211	San DiegoLakew ood	CaliforniaCa lifornia	92128907 12
<u>Andy Saihum</u>	<u>Hirmez Hossain</u>	619-402-6100(310)- 633-3941	2424 Cerro Sereno3250 Big- Dalton Avene	El CajonBaldwi n Park	CaliforniaCa lifornia	92019917 06
<u>Andy Saihum</u>	<u>Hirmez Hossain</u>	(619) 402-6100(310)- 633-3941	2424 Cerro Sereno2774- Livermore Outlets- Dr., Space #K104	El CajonLiverm ore	CaliforniaCa lifornia	92019945 51
<u>Andy / Kevin Saihum</u>	<u>Hirmez / Qasawadish Hossain</u>	(619) 402-6100(310)- 633-3941	2424 Cerro Sereno48400- Seminole Drive, Space #1110	El CajonCabaz on	CaliforniaCa lifornia	92019922 30
<u>Andy / Kevin Saihum</u>	<u>Hirmez / Qasawadish Hossain</u>	(619) 402-6100(310)- 633-3941	2424 Cerro Sereno1689 Arden- Way,Space #1102	El CajonSacra mento	CaliforniaCa lifornia	92019958 15
<u>Phil Saihum</u>	<u>Holliday Hossain</u>	(562) 773-3955(310)- 633-3941	10235 Victoria St1689 Arden- Way,Space #L52	Rancho CucamongaS acramento	CaliforniaCa lifornia	91701958 15

<u>Phil Saihum</u>	<u>Holliday Hossain</u>	(562) 773-3955(310)- 633-3941	10235 Victoria St 9301 Tampa- Avenue, Space- #6506	Rancho Cucamonga Northridge	CaliforniaCa lifornia	91701913 24
<u>Phillip & Staci Saihum</u>	<u>Holliday Hossain</u>	(562) 773-3955(310)- 633-3941	10235 Victoria St 3298 Paragon- Outlets Dr., #605	Rancho Cucamonga- ivermore	CaliforniaCa lifornia	91701945 51
<u>Sonny & Susie Saihum</u>	<u>Hong Hossain</u>	323-246-2797(310)- 633-3941	27244 Valderrama Drive 8401 Van Nuys- Blvd., #43	ValenciaPan orama City	CaliforniaCa lifornia	91381914 02
<u>Sonny & Susie Saihum</u>	<u>Hong Hossain</u>	323-246-2797(310)- 633-3941	27244 Valderrama Drive 740 E. Ventura- Boulevard, #148	ValenciaCa marillo	CaliforniaCa lifornia	91381930 10
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 5131 Montclair- Plaza Lane #2190	PasadenaM ontclair	CaliforniaCa lifornia	91105917 63
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 3301 E. Main- Street, Space #1078	PasadenaVe ntura	CaliforniaCa lifornia	91105930 03
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 740 E. Ventura- Boulevard, #1220	PasadenaCa marillo	CaliforniaCa lifornia	91105930 10
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 2701 Ming- Avenue, #137	PasadenaBa kersfield	CaliforniaCa lifornia	91105933 04
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 112 Plaza Drive, Space #9026	PasadenaW est Covina	CaliforniaCa lifornia	91105917 90
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 950 Camarillo- Center Drive	PasadenaCa marillo	CaliforniaCa lifornia	91105930 10
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 112 Plaza Drive, Space #4660	PasadenaW est Covina	CaliforniaCa lifornia	91105917 90
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 2701 Ming- Avenue, #137	PasadenaBa kersfield	CaliforniaCa lifornia	91105933 04
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 6600 Topanga- Canyon, #9004	PasadenaCa noga Park	CaliforniaCa lifornia	91105913 03
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 132 Stonewood- Street, #P13	PasadenaDe wney	CaliforniaCa lifornia	91105902 41
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 5131 Montclair- Plaza Lane #5131	PasadenaM ontclair	CaliforniaCa lifornia	91105917 63
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 500 Lakewood- Center Mall, #206	PasadenaLa kewood	CaliforniaCa lifornia	91105907 12
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 24201 W. Valencia Blvd., #156	PasadenaVal encia	CaliforniaCa lifornia	91105913 55
<u>Saihum Saihum</u>	<u>Hossain Hossain</u>	(310) 633 - 3941(310)- 633-3941	645 S San Rafael Ave 925 Blossom Hill Road, #9118	PasadenaSa n Jose	CaliforniaCa lifornia	91105951 23

SaihumSaihum	HossainHossain	(310) 633 - 3941(310) 633 - 3941	645 S San Rafael Ave2855 Stevens-Creek-Blvd.#A329/1331	PasadenaSanta-Clara	CaliforniaCalifornia	9110595050
SaihumSaihum	HossainHossain	(310) 633 - 3941(310) 633 - 3941	645 S San Rafael Ave865 Market-Street,#9008	PasadenaSan-Francisco	CaliforniaCalifornia	9110594103
SaihumStephen & Lisa	HossainHurson	(310) 633 - 3941(213) 392-1657	645 S San Rafael Ave237 Town-Center West, RMB-269	PasadenaSanta-Maria	CaliforniaCalifornia	9110593458
SaihumJim & Katie	HossainKeen	(310) 633 - 3941720-234-5535	645 S San Rafael Ave4545 La Jolla-Village Drive, Space-#9050	PasadenaSan-Diego	CaliforniaCalifornia	9110592122
SaihumJim & Katie	HossainKeen	(310) 633 - 3941720-234-5535	645 S San Rafael Ave839 West-Harbor Dr., Suite F	PasadenaSan-Diego	CaliforniaCalifornia	9110592101
SaihumJim & Katie	HossainKeen	(310) 633 - 3941720-234-5535	645 S San Rafael Ave40820-Winchester Road,#K-2	PasadenaTemecula	CaliforniaCalifornia	9110592591
SaihumJim & Katie	HossainKeen	(310) 633 - 3941720-234-5535	645 S San Rafael Ave40820-Winchester Road,#1440	PasadenaTemecula	CaliforniaCalifornia	9110592591
SaihumHyun-AE-"Christina"	HossainKim	(310) 633 - 3941(818) 317-2681	645 S San Rafael Ave3943 Grand Ave	PasadenaChino-Hills	CaliforniaCalifornia	9110591710
SaihumAndy	HossainKim	(310) 633 - 3941714-747-7490	645 S San Rafael Ave3525 Carson-Street- Space #229B	PasadenaTorrance	CaliforniaCalifornia	9110590503
SaihumAndy	HossainKim	(310) 633 - 3941714-747-7490	645 S San Rafael Ave3525 Carson-Street, Space #174	PasadenaTorrance	CaliforniaCalifornia	9110590503
SaihumAndy	HossainKim	(310) 633 - 3941714-747-7490	645 S San Rafael Ave3525 Carson-Street, Space #335A	PasadenaTorrance	CaliforniaCalifornia	9110590503
SaihumAndy	HossainKim	(310) 633 - 3941714-747-7490	645 S San Rafael Ave13925 City-Center Drive, Suite-2055	PasadenaChino-Hills	CaliforniaCalifornia	9110591709
SaihumDaniel	HossainKim	(310) 633 - 3941(310) 325-4974	645 S San Rafael Ave20 City Blvd.-West, #E-705	PasadenaOrange	CaliforniaCalifornia	9110592868
SaihumJohnny	HossainKim	(310) 633 - 3941310-387-0186	645 S San Rafael Ave5500 Grossmont-Center Drive, FC-1	PasadenaLa-Mesa	CaliforniaCalifornia	9110591942
SaihumKen	HossainKim	(310) 633 - 3941310-387-0186	645 S San Rafael Ave5800 Northgate-Mall, Space #102	PasadenaSan-Rafael	CaliforniaCalifornia	9110594903
SaihumAndy/Kweon/Hyun	HossainKim/Lee/Kim	(310) 633 - 3941(714) 747-7490	645 S San Rafael Ave239 Los Cerritos-Center, Space 9013	PasadenaCerritos	CaliforniaCalifornia	9110590703

SaihumAndy/Kweon/Hyun	HossainKim/Lee/Kim	(310) 633 - 3941(714) 747-7490	645 S San Rafael Ave239 Los Cerritos Center, Space 9030	PasadenaCerritos	CaliforniaCalifornia	9110590703
SaihumAbhi/Brunda/Sandeep	HossainKommareddy	(310) 633 - 3941(818) 730-0440	645 S San Rafael Ave2179 Glendale Galleria Way, Space #6511	PasadenaGlendale	CaliforniaCalifornia	9110591210
SaihumAbhi/Brunda/Sandeep	HossainKommareddy	(310) 633 - 3941(818) 730-0440	645 S San Rafael Ave2179 Glendale Galleria Way, Space #5524	PasadenaGlendale	CaliforniaCalifornia	9110591210
SaihumAbhi/Brunda/Sandeep	HossainKommareddy	(310) 633 - 3941(818) 730-0440	645 S San Rafael Ave689 Americana Way	PasadenaGlendale	CaliforniaCalifornia	9110591210
SaihumAbhi/Brunda/Sandeep	HossainKommareddy	(310) 633 - 3941(818) 730-0440	645 S San Rafael Ave1000 Universal Studios Blvd, Ste H102	PasadenaUniversal City	CaliforniaCalifornia	9110591608
SaihumAbhi/Brunda/Sandeep	HossainKommareddy	(310) 633 - 3941(818) 730-0440	645 S San Rafael Ave2179 Glendale Galleria Way, #0BU07	PasadenaGlendale	CaliforniaCalifornia	9110591210
SaihumPeggy	HossainKong	(310) 633 - 3941(916) 849-4560	645 S San Rafael Ave900 Pleasant Grove Blvd	PasadenaRoseville	CaliforniaCalifornia	9110595678
SaihumAlex & Cindy	HossainLau	(310) 633 - 3941626-400-8756	645 S San Rafael Ave400 S. Baldwin Avenue, #9265	PasadenaArcadia	CaliforniaCalifornia	9110591007
Jim & KatieAlex & Cindy	KeenLau	720-234-5535626-400-8756	8619 Tillage Lane400 S. Baldwin Avenue, #9019	San DiegoArcadia	CaliforniaCalifornia	9212791007
Jim & KatieDuke	KeenLee	720-234-5535714-458-5551	8619 Tillage Lane71 Fortune Drive, #836	San DiegoIrvine	CaliforniaCalifornia	9212792618
Jim & KatieHyun & Terrie	KeenLee	720-234-5535714-458-5551	8619 Tillage Lane1815 Hawthorne Blvd., #K17	San DiegoRedondo Beach	CaliforniaCalifornia	9212790278
Jim & KatieHyun & Terrie	KeenLee	720-234-5535714-458-5551	8619 Tillage Lane1815 Hawthorne Blvd., #336	San DiegoRedondo Beach	CaliforniaCalifornia	9212790278
Hyun AE "Christina"Hyungwoo (Tom)	KimLee	(818) 317-2681(805) 890-8167	17105 Ely Ave.416 West Hillcrest Drive, Space #S002	CerritosTheusand Oaks	CaliforniaCalifornia	9070391360
Andy Hyungwoo (Tom)	KimLee	714-747-7490(805) 890-8167	2009 Conejo Ln196 West Hillcrest Drive, Space #E129	FullertonTheusand Oaks	CaliforniaCalifornia	9288391360
Andy Sue	KimLee	714-747-7490714-458-5551	2009 Conejo Ln2800 N. Main Street, #9075	FullertonSanta Ana	CaliforniaCalifornia	9288392705
Andy Sue	KimLee	714-747-7490714-458-5551	2009 Conejo Ln2800 N. Main Street, #194	FullertonSanta Ana	CaliforniaCalifornia	9288392705

Andy David, Sharon, Calvin and Brandon	KimLee and Iwata	714-747-7490(858)-205-2789	2009 Conejo Ln4211-Camino de la Plaza, #K101	FullertonSan Ysidro	CaliforniaCalifornia	9288392173
DanielDavid, Sharon, Calvin and Brandon	KimLee and Iwata	(310) 325-4974(858)-205-2789	22716 Madison Street4211 Camino de la Plaza, #151	TorranceSan Ysidro	CaliforniaCalifornia	9050592173
KenLida	KimLim	310-387-0186(209)-244-6594	5555 Asterwood Drive1151 Galleria Blvd., #1224	DublinRoseville	CaliforniaCalifornia	9456895678
Andy/Kweon/HyunLida	Kim/Lee/KimLim	(714) 747-7490(209)-244-6594	2009 Conejo Ln1151-Galleria Blvd., #9004	FullertonRoseville	CaliforniaCalifornia	9288395678
Andy/Kweon/HyunMuhammed	Kim/Lee/KimMolla	(714) 747-7490(559)-293-9743	2009 Conejo Ln10355 Trinity Pkwy.,	FullertonStockton	CaliforniaCalifornia	9288395219
Abhi/Brunda/Sandeeplsaac	KommareddyMuhammed	(818) 730-0440(949)-306-4485	14719 Valleyheart Dr.,1065 Brea Mall, #K134A-2	ShermanOaksBrea	CaliforniaCalifornia	9140392821
Abhi/Brunda/Sandeeplsaac	KommareddyMuhammed	(818) 730-0440(949)-306-4485	14719 Valleyheart Dr.,1065 Brea Mall, #2157	ShermanOaksBrea	CaliforniaCalifornia	9140392821
Abhi/Brunda/SandeeRobert	KommareddyMunakash	(818) 730-0440(310)-266-8241	14719 Valleyheart Dr.,15400 Sunset Blvd.,	ShermanOaksPacific Palisades	CaliforniaCalifornia	9140390272
Abhi/Brunda/SandeeJesse	KommareddyNava	(818) 730-0440(951)-250-4893	14719 Valleyheart Dr.,7221 Whiskey-Creek Cir.	ShermanOaksCorona	CaliforniaCalifornia	9140392881
Abhi/Brunda/SandeeJesse	KommareddyNava	(818) 730-0440(951)-250-4893	14719 Valleyheart Dr.,7221 Whiskey-Creek Cir.	ShermanOaksCorona	CaliforniaCalifornia	9140391103
PeggySheila	KongNemer	(916) 849-4560(347)-905-3664	2044 Impressionist Way2601 Preston Rd, #5516	El Dorado HillsSan Francisco	CaliforniaCalifornia	9576275034
Alex & CindyParth-Nrupesh-	LauPatel	626-400-8756(831)-884-8896	1132 Louise Avenue751 Cannery Row Ste 105	ArcadiaMonterey	CaliforniaCalifornia	9100693940
Alex & CindyGregory-	LauPlummer	626-400-8756(310)-717-3150	1132 Louise Avenue1-World Way, Terminal 1	ArcadiaLos Angeles	CaliforniaCalifornia	9100690045
DukeSam	LeePorter	714-458-5551(219)-381-5395	128 Stanford Court1111 S. Figueroa St., Section 103	IrvineLos Angeles	CaliforniaCalifornia	9261290001
Hyun & TerrieSam	LeePorter	(213) 923-2799(219)-381-5395	324 S. Van Ness Avenue1111 S. Figueroa St., Section 113	Los AngelesLos Angeles	CaliforniaCalifornia	9002090001
Hyungwoo (Tom)Sam	LeePorter	(805) 890-8167(219)-381-5395	2141 Brook Hollow Ct.1111 S. Figueroa St., Section 316	OxnardLos Angeles	CaliforniaCalifornia	9303690001
Hyungwoo (Tom)Sam	LeePorter	(805) 890-8167(219)-381-5395	2141 Brook Hollow Ct.1111 S. Figueroa St.,	OxnardLos Angeles	CaliforniaCalifornia	9303690001

<u>SueSam</u>	<u>LeePorter</u>	714-458-5551(219)-381-5395	5552 Rockledge Drive1111 S. Figueroa St.,	Buena ParkLos Angeles	CaliforniaCalifornia	9062190001
<u>SueWasim & Leroy</u>	<u>LeeRahman & Gonzales</u>	714-458-5551(909)-263-3277	5552 Rockledge Drive852 Higuera St.	Buena ParkSan Luis Obispo	CaliforniaCalifornia	9062193401
<u>David, Sharon, Calvin and BrandonJose</u>	<u>Lee and lwataRamirez</u>	858-205-2789(310)-794-2220	4954 Montessa St308 Westwood Plaza Ackerman Union	San DiegoLos Angeles	CaliforniaCalifornia	9212490024
<u>David, Sharon, Calvin and BrandonLola</u>	<u>Lee and lwataRamirez</u>	858-205-2789(559)-696-5471	4954 Montessa St11719 E Ashlan	San DiegoSanger	CaliforniaCalifornia	9212493657
<u>LidaLola</u>	<u>LimRamirez</u>	(209) 244-6594(559)-696-5471	2360 Mabry Drive11719 E Ashlan	SacramentoSanger	CaliforniaCalifornia	9583593657
<u>Muhammed Ron & Jamie / Kelsie & Kevin</u>	<u>MollaReger / Travis</u>	559-293-9743(714)-231-5922	4660 N First Street1010 Fairway Dr	FresnoCity of Industry	CaliforniaCalifornia	9372691789
<u>IsaacRon & Jamie / Kelsie & Kevin</u>	<u>MuhammadReger / Travis</u>	949-306-4485(714)-231-5922	50 Hawk Hill3180 Hamner Ave.	Mission ViejoNorco	CaliforniaCalifornia	9269292860
<u>IsaacEyal</u>	<u>MuhammadReich</u>	(949) 306-4485(619)-565-4151	50 Hawk Hill34800 Bob Wilson Dr	Mission ViejoSan Diego	CaliforniaCalifornia	9269292134
<u>RobertEyal & Pinchas Richard</u>	<u>MunakashReich & Furst</u>	(310) 266-8241(619)-565-4151	15400 Sunset Blvd., Naval Air Station North Island, Building No. 2017	Pacific PalisadesSan Diego	CaliforniaCalifornia	9027292135
<u>JesseEyal & Pinchas Richard</u>	<u>NavaReich & Furst</u>	(951) 250-4893(619)-565-4151	7221 Whiskey Creek Cir.3147 Mission Blvd #PK1	CoronaSan Diego	CaliforniaCalifornia	9288192110
<u>JesseEyal & Pinchas Richard</u>	<u>NavaReich & Furst</u>	(951) 250-4893(619)-565-4151	7221 Whiskey Creek Cir.3147 Mission Blvd #FB35	CoronaSan Diego	CaliforniaCalifornia	9288192109
<u>JesseEyal & Pinchas Richard</u>	<u>NavaReich & Furst</u>	(951) 250-4893(619)-565-4151	7221 Whiskey Creek Cir.3146 Mission Blvd #FB38	CoronaSan Diego	CaliforniaCalifornia	9288192109
<u>Parth (Nick) Nrupesh Eyal & Pinchas Richard</u>	<u>PatelReich & Furst</u>	831-884-8896(619)-565-4151	1141 Lighthouse Ave, Apt 2152745 Otoy Pacific Drive	Pacific GroveSan Diego	CaliforniaCalifornia	9395092154
<u>Parth (Nick) Nrupesh John</u>	<u>PatelRodriguez</u>	831-884-8896(858)-663-2446	1141 Lighthouse Ave, Apt 21512906 Hideaway Lane	Pacific GroveSan Diego	CaliforniaCalifornia	9395092131
<u>RobertTeddy</u>	<u>PierRojas</u>	909-374-0489(707)-628-0328	4685 Pier Enterprises Way, Ste A512 Davis st	Jurupa ValleyVacaville	CaliforniaCalifornia	9175295688
<u>Gregory Wisam</u>	<u>PlummerSabbah</u>	310 717 3150(818)-430-3583	5002 Tilden Avenue6670 Betty Dr.	Sherman OaksVisalia	CaliforniaCalifornia	91423
<u>SamSome</u>	<u>PorterSalem</u>	(219) 381-5395(619)-247-9189	1111 S. Figueroa, Suite # 16008170 Broadway	Los Angeles Lemon Grove	CaliforniaCalifornia	9001591945
<u>SamSapna</u>	<u>PorterShah</u>	(219) 381-5395(949)-7016086	1111 S. Figueroa, Suite # 16002134 Montebello Town	Los Angeles Montebello	CaliforniaCalifornia	9001590640

			Center- Space #K109			
<u>Sam Sapna</u>	<u>Porter Shah</u>	(219) 381-5395 949-7016086	1111 S. Figueroa, Suite # 1600 20700-Avalon Blvd., #K07	Los Angeles Carson	California California	90015907 46
<u>Sam Sapna</u>	<u>Porter Shah</u>	(219) 381-5395 949-7016086	1111 S. Figueroa, Suite # 1600 2134-Montebello Town-Center, Space- #CU01	Los Angeles Montebello	California California	90015906 40
<u>Sam Sapna</u>	<u>Porter Shah</u>	(219) 381-5395 949-7016086	1111 S. Figueroa, Suite # 1600 20700-Avalon Blvd., #F02	Los Angeles Carson	California California	90015907 46
<u>Jose Franklin & Suzanne</u>	<u>Ramirez Shao</u>	(310) 794-2220 408-910-5150	308 Westwood Plaza 796 Northridge Dr., Space #4740	Los Angeles Sarasota	California California	90095939 06
<u>Lola Christopher</u>	<u>Ramirez Shin</u>	(559) 696-5471 (858)-750-5966	11719 E Ashlan 17600 Collier Ave.	Sanger Lake-Elsinore	California California	93657925 30
<u>Lola Christopher</u>	<u>Ramirez Shin</u>	(559) 696-5471 (858)-750-5966	11719 E Ashlan 555-Broadway, Space- #1090	Sanger Chula Vista	California California	93657919 10
<u>Ron & Jamie / Kelsie & Kevin Christopher</u>	<u>Reger / Travis Shin</u>	(714) 231-5922 (858)-750-5966	4011 Lester Ave 17600 Collier-Avenue, #182A	Corona Lake-Elsinore	California California	92881925 30
<u>Ron & Jamie / Kelsie & Kevin Young T & Young S</u>	<u>Reger / Travis Song</u>	(714) 231-5922 714-336-0582	4011 Lester Ave 440-N. Euclid St.	Corona Anaheim	California California	92881928 01
<u>Ron & Jamie / Kelsie & Kevin Reginald, Brian & Grant</u>	<u>Reger / Travis Soriano, Avilez & Peterson</u>	(714) 231-5922 (310)-493-0929	4011 Lester Ave 10-Luminosa	Corona Lake-Forest	California California	92881926 30
<u>Eyal Reginald, Brian & Grant</u>	<u>Reich Soriano, Avilez & Peterson</u>	619-565-4151 (310)-809-5226	1707 Cortez Ave., 10-Luminosa	Escondido Lake Forest	California California	92026926 30
<u>Eyal Reginald, Brian & Grant</u>	<u>Reich Soriano, Avilez & Peterson</u>	619-565-4151 (310)-493-0929	1707 Cortez Ave., 10-Luminosa	Escondido Lake Forest	California California	92026926 30
<u>Eyal & Pinchas Richard Abu</u>	<u>Reich & Furst Taher</u>	619-565-4151 559-205-3560	1707 Cortez Ave., 6801-Hollywood Blvd., #1-1A-103	Escondido Hollywood	California California	92026900 28
<u>Eyal & Pinchas Richard Abu</u>	<u>Reich & Furst Taher</u>	619-565-4151 559-205-3560	1707 Cortez Ave., 1185 Herndon Ave	Escondido Clavis	California California	92026936 12
<u>Eyal & Pinchas Richard Alex</u>	<u>Reich & Furst Tan</u>	619-565-4151 (707)-529-2431	1707 Cortez Ave., 235-Santa Rosa Plaza, #2053A	Escondido Santa Rosa	California California	92026954 01
<u>Eyal & Pinchas Richard Antonius</u>	<u>Reich & Furst Tan</u>	619-565-4151 (213)-595-8311	1707 Cortez Ave., 1600 AzUnited States-Avenue, Space #170	Escondido City of Industry	California California	92026917 48
<u>Eyal & Pinchas Richard Mark & Jodi</u>	<u>Reich & Furst Vettese</u>	619-565-4151 626-221-6750	1707 Cortez Ave., 72840 Highway 111, #9008	Escondido Palm Desert	California California	92026922 60
<u>Christopher Mark & Jodi</u>	<u>Rincon Barragan Vettese</u>	661-609-1048 626-221-6750	45333 18th Street East 72840 Highway-111, #325	Lancaster Palm Desert	California California	93535922 60

<u>John Moneshia</u>	<u>Rodriguez Washington</u>	(858) 663-2446(559)-709-3560	12906 Hideaway Lane790 W Shaw Avenue, #0050	San DiegoFresno	CaliforniaCalifornia	9213193704
<u>John Alex & Cindy / Cindy & Seth</u>	<u>Rodriguez Winder / Teague</u>	858-663-2446801-635-9619	12906 Hideaway Lane1632 N 2000 W	San DiegoClinto	CaliforniaCalifornia	9213184015
<u>Teddy Kevin</u>	<u>Rojas Yun</u>	(707) 628-0328619-471-7898	512 Davis st3030-Plaza Bonita Road, #9264	VacavilleNational City	CaliforniaCalifornia	9568891950
<u>Sapna Kevin</u>	<u>Shah Yun</u>	949-7016086619-471-7898	834 Wildrose Ave3030 Plaza Bonita Road, #9120	MonroviaNational City	CaliforniaCalifornia	9101691950
<u>Sapna Kevin</u>	<u>Shah Yun</u>	949-7016086619-471-7898	834 Wildrose Ave3030 Plaza Bonita Road, #2032	MonroviaNational City	CaliforniaCalifornia	9101691950
<u>Sapna & Shirpal "Paul" Tony</u>	<u>Shah Zaia</u>	949-7016086(209)-595-3597	834 Wildrose Ave217 Stewart Rd.	MonroviaModesto	CaliforniaCalifornia	9101695356
<u>Sapna & Shirpal "Paul" Tony</u>	<u>Shah Zaia</u>	949-7016086(209)-595-3597	834 Wildrose Ave1598 Robsheal Drive	MonroviaSan Jose	CaliforniaCalifornia	9101695125
<u>Franklin & Suzanne Tony</u>	<u>Shao Zaia</u>	408-910-5150(209)-595-3597	4260 Via Arbolada, Suite 3013140 Countryside Dr. Unit 3140	Los AngelesTurlock	CaliforniaCalifornia	9004295380
<u>Christopher Tony</u>	<u>Shin Zaia</u>	(858) 750-5966(209)-595-3597	11908 Cypress Canyon Rd., Unit 3217 Stewart Rd.	San DiegoModesto	CaliforniaCalifornia	9213195356
<u>Christopher Tony</u>	<u>Shin Zaia</u>	(858) 750-5966(209)-595-3597	11908 Cypress Canyon Rd., Unit 3721 Merced Mall	San DiegoMerced	CaliforniaCalifornia	9213195348
<u>Christopher Tony</u>	<u>Shin Zaia</u>	(858) 750-5966(209)-595-3597	11908 Cypress Canyon Rd., Unit 33401 Dale Rd., Space No. Z07	San DiegoModesto	CaliforniaCalifornia	9213195356
<u>Koussai & Reda Tony</u>	<u>Slika/Kchik Zaia</u>	(805) 598-7632(209)-595-3597	900 Amethyst Dr3401 Dale Road, #Z01	Santa MariaModesto	CaliforniaCalifornia	9345595356
<u>Young T & Young S Juveisa</u>	<u>Song Prada</u>	714-336-0582(720)-755-4349	1322 N Mariner Way5650 S Chambers Road	AnaheimAurora	CaliforniaColorado	9280180015
<u>Reginald & Jason, Brian & Grant Dilip, Janki & Harsha/ Radhika</u>	<u>Soriano, Avilez & Peterson Amin/ Patel</u>	(310) 493-0929(908)-227-2745	10 Luminosa194 Buckland Hills Drive, #1176	Lake ForestManchester	CaliforniaConnecticut	9263006042
<u>Reginald & Jason, Brian & Grant Dilip, Janki & Harsha/ Radhika</u>	<u>Soriano, Avilez & Peterson Amin/ Patel</u>	(310) 809-5226(908)-227-2745	10 Luminosa194 Buckland Hills Drive, #5531	Lake ForestManchester	CaliforniaConnecticut	9263006042
<u>Reginald & Jason, Brian & Grant Kamal</u>	<u>Soriano, Avilez & Peterson Raza</u>	(310) 809-5226631-680-3773	10 Luminosa1201 Boston Post Road, #2108	Lake ForestMilford	CaliforniaConnecticut	9263006460
<u>Abu Mike</u>	<u>Taher Robertson</u>	559-205-3560305-763-9379	1600 W Walnut Apt 312801 West Sunrise Blvd., #E1051	VisaliaSunrise	CaliforniaFlorida	9327733323

<u>AbuMike</u>	<u>TaherRobertson</u>	559-205-3560305-763-9379	1600 W Walnut Apt 312801 West Sunrise Blvd., #170	VisaliaSunrise	CaliforniaFlorida	9327733323
<u>AlexMike</u>	<u>TanRobertson</u>	(707) 529-2431305-763-9379	Santa Rosa Plaza #2053A12801 W. Sunrise Blvd. #263	Santa RosaSunrise	CaliforniaFlorida	9540133323
<u>AntoniusClaudia & Alvarito</u>	<u>TanRoca & Parra</u>	(213) 595-8311(714)-293-9593	16966 Coral Cay Lane11401 NW 12th Street, #248	Huntington BeachWeston	CaliforniaFlorida	9264933172
<u>Michael & DavidDaniel & Mike</u>	<u>TooleyRohanna & Baccaro</u>	916-761-2450(724)-255-2366	1111 Exposition Boulevard, Suite #6001040 Malabar Rd Se	Sacramento Palm Bay	CaliforniaFlorida	9581532907
<u>MoneshiaTroy</u>	<u>WashingtonAkers</u>	(559) 709-3560706-426-3051	6303 WEST NORWICH AVENUE1024 Peninsula Xing	FRESNOEva	CaliforniaGeorgia	9372330809
<u>KevinSamir</u>	<u>YunPatel</u>	619-471-7898(678)-770-0128	14005 Calle Venecia5900-Sugarloaf Pkwy., #130	San DiegoLawrenceville	CaliforniaGeorgia	9213030043
<u>KevinHui "Ricky"</u>	<u>YunZhao</u>	619-471-7898828-962-6838	14005 Calle Venecia3333 Buford Dr., K113A	San DiegoBuford	CaliforniaGeorgia	9213030519
<u>KevinRaymond</u>	<u>YunBeffa</u>	619-471-7898(208)-488-8118	14005 Calle Venecia350 N. Milwaukee, #2112	San DiegoBoise	CaliforniaIdaho	9213083704
<u>TonyRaymond</u>	<u>ZaiaBeffa</u>	(209) 595-3597(208)-488-8118	217 Stewart Rd.350-N. Milwaukee, #2183	ModestoBoise	CaliforniaIdaho	9535683704
<u>TonyRaymond</u>	<u>ZaiaBeffa</u>	(209) 595-3597(208)-488-8118	217 Stewart Rd.5875-E. Franklin Rd.	ModestoNampa	CaliforniaIdaho	9535683687
<u>TonyRaymond</u>	<u>ZaiaBeffa</u>	(209) 595-3597(208)-488-8118	217 Stewart Rd.350-N. Milwaukee St. Space #1147	ModestoBoise	CaliforniaIdaho	9535683704
<u>TonyPatricia & Robert</u>	<u>ZaiaMurphy</u>	(209) 595-3597(206)-612-4890	217 Stewart Rd.1947-N Sky Blue Drive	ModestoPos t-Falls	CaliforniaIdaho	9535683854
<u>TonyAyman</u>	<u>ZaiaAbdulhadi</u>	(209) 595-3597(708)-789-3223	217 Stewart Rd.5220-Fashion Outlets-Way, Space #8090-(Relo to #8065)	ModestoRes emont	CaliforniaIllinois	9535660018
<u>TonyAyman</u>	<u>ZaiaAbdulhadi</u>	(209) 595-3597(708)-789-3223	217 Stewart Rd.7200-Harrison Ave., Space #E-07A	ModestoRee kford	CaliforniaIllinois	9535661112
<u>TonyAyman</u>	<u>ZaiaAbdulhadi</u>	(209) 595-3597(708)-789-3223	217 Stewart Rd.5220-Fashion Outlets-Way, Space No. F-10	ModestoRes emont	CaliforniaIllinois	9535660018
<u>SusanAyman</u>	<u>KimAbdulhadi</u>	714-323-0553(708)-789-3223	1440 N Harbor Boulevard Suite #719444 Chicago-Ridge Mall, Space #K14	FullertonChi cago Ridge	California Illinois	9283560415

<u>Juveisa</u> <u>Ayman</u>	<u>Prada</u> <u>Abdulhadi</u>	(720) 755-4349(708)-789-3223	19619 E Bates Dr5-Woodfield Mall,-Space #F122	AuroraSchaumburg	ColoradoIllinois	8001360173
<u>Scott</u> <u>Raed</u>	<u>Putman</u> <u>Abuyousef</u>	323-854-2218(312)-866-6663	2429 Gillingham Circle,17625-Torrence Ave	Thousand OaksLansing	ColoradoIllinois	9136260438
<u>Scott</u> <u>Raed</u>	<u>Putman</u> <u>Abuyousef</u>	323-854-2218312-866-8664	2429 Gillingham Circle,9265-159th-Street	ThoUnited Statesnd OaksOrland-Hills	ColoradoIllinois	9136260487
<u>Mark & Jodi</u> <u>Mohannad-"Mike"</u>	<u>Vettese</u> <u>Alkaki</u>	626-221-6750708-833-1994	150E. Beaver Creek Blvd.288 Orland-Square,#92	AvonOrland-Park	ColoradoIllinois	8162060462
<u>Mark & Jodi</u> <u>Mohannad-"Mike"</u>	<u>Vettese</u> <u>Alkaki</u>	626-221-6750708-833-1994	150E. Beaver Creek Blvd.288 Orland-Square #B-23A	AvonOrland-Park	ColoradoIllinois	8162060462
<u>Mohamed</u> <u>Walid</u>	<u>Elghandour</u> <u>Matariye</u> <u>h</u>	302-727-1004(708)-407-6530	18320 Highwood Drive7050 S-Cicero-Ave	Rehoboth BeachBedford Park	DelawareIllinois	1997160638
<u>Mitul & Hitesh</u> <u>Daintry</u>	<u>Chothani & Barvaliya</u> <u>McFadden</u>	(239) 938-5943 708-415-8385-	11148 Yellow Poplar Drive1 Oakbrook-Center	Forth MyersOak-Brook	FloridaIllinois	3391360523
<u>Sherine, Archange and Lucienne</u> <u>Satish</u>	<u>Metayer</u> <u>Thirumalai</u>	305-494-4239630-670-3651	1209 NE 120th Terrace, Unit 12093930-44th-Avenue Ave.	Biscayne ParkMoline	FloridaIllinois	3316161265
<u>Claudia & Alvarito</u> <u>Satish</u>	<u>Roca & Parra</u> <u>Thirumalai</u>	(714) 293-9593630-670-3651	868 Savannah Falls Drive6170 W. Grand Avenue, Space #K101	WestonGurnee	FloridaIllinois	3332760031
<u>Daniel & Mike</u> <u>Satish</u>	<u>Rohanna & Baccaro</u> <u>Thirumalai</u>	(724)-255-2366630-670-3651	900 West Ave.6170-W. Grand Avenue,-Space #335	Miami BeachGurnee	FloridaIllinois	3313960031
<u>Elisabet & Miguel</u> <u>Ayman</u>	<u>Romero & Sepulveda</u> <u>Abdulhadi</u>	787-463-0714(708)-789-3223	2762 Norway Maple CT2109 Southlake-Mall #328	OcoeeMerrillville	FloridaIndiana	3476146420
<u>Elisabet & Miguel</u> <u>Ayman</u>	<u>Romero & Sepulveda</u> <u>Abdulhadi</u>	787-463-0714(708)-789-3223	2762 Norway Maple CT2109 Southlake-Mall, Space #5544	OcoeeMerrillville	FloridaIndiana	3476146420
<u>Troy</u> <u>Myungjoo</u>	<u>Akers</u> <u>Yom</u>	706-426-3051(317)-865-3355	1024 Peninsula Xing6020 E. 82nd-Street, #K125	EvansIndianapolis	GeorgiaIndiana	3080946250
<u>Amy & Ryan</u> <u>Myungjoo</u>	<u>Klauck</u> <u>Yom</u>	256-506-9290(317)-865-3355	49 Shoreline Drive1251 US 31-North, Space #L04A	NewnanGreewood	GeorgiaIndiana	3026346142
<u>Samir</u> <u>Satish</u>	<u>Patel</u> <u>Thirumalai</u>	(678) 770-0128630-670-3651	540 Golden Meadows Lane320 W.-Kimberly Road,-Suite 88	SuwaneeDavenport	GeorgiaIowa	3002452806
<u>Hui "Ricky"</u> <u>Bruce-</u>	<u>Zhao</u> <u>Dash</u>	828-962-6838443-974-4431	421 Northaven Ave1106 Old-Westminster Road	SuwaneeWestminster	GeorgiaMaryland	3002421157
<u>Raymond</u> <u>Mike</u>	<u>Beffa</u> <u>Kelly</u>	(208) 488-8118(443)-613-3635	7105 N Sienna Glen Way7000 Arundel-Mills Circle-	MeridianHanover	IdahoMaryland	8364621076

			Space #409			
<u>Raymond</u> <u>Mike</u>	<u>Beffa</u> <u>Kelly</u>	<u>(208) 488-8118(443)-613-3635</u>	<u>7105 N Sienna Glen Way7000 Arundel-Mills Circle, #552</u>	<u>Meridian</u> <u>Hanover</u>	<u>Idaho</u> <u>Maryland</u>	<u>8364621076</u>
<u>Raymond</u> <u>Raed</u>	<u>Beffa</u> <u>Abuyousef</u>	<u>(208) 488-8118(312)-866-6663</u>	<u>7105 N Sienna Glen Way210 Andover-Street, #W131</u>	<u>Meridian</u> <u>Cambridge</u>	<u>Idaho</u> <u>Massachusetts</u>	<u>8364601960</u>
<u>Raymond</u> <u>Raed</u>	<u>Beffa</u> <u>Abuyousef</u>	<u>(208) 488-8118(312)-866-6663</u>	<u>7105 N Sienna Glen Way250 Granite-Street, #K101A</u>	<u>Meridian</u> <u>Quincy</u>	<u>Idaho</u> <u>Massachusetts</u>	<u>8364602184</u>
<u>Ayman</u> <u>Noor</u>	<u>Abdulhadi</u> <u>Aqel</u>	<u>(708) 789-3223(616)-821-0883</u>	<u>11720 Arbor Drive3700-Rivertown Pkwy-SW, Space #5574</u>	<u>Orland Park</u> <u>Grandville</u>	<u>Illinois</u> <u>Michigan</u>	<u>6046249418</u>
<u>Ayman</u> <u>Noor & Basel</u>	<u>Abdulhadi</u> <u>Aqel</u>	<u>(708) 789-3223(616)-821-0883</u>	<u>11720 Arbor Drive12156 S Beyer-Road, Suite V013</u>	<u>Orland Park</u> <u>Birch-Run</u>	<u>Illinois</u> <u>Michigan</u>	<u>6046248415</u>
<u>Ayman</u> <u>Noor & Basel</u>	<u>Abdulhadi</u> <u>Aqel</u>	<u>(708) 789-3223(616)-821-0883</u>	<u>11720 Arbor Drive3700-Rivertown Parkway-#2084</u>	<u>Orland Park</u> <u>Grandville</u>	<u>Illinois</u> <u>Michigan</u>	<u>6046249418</u>
<u>Ayman</u> <u>Alicia</u>	<u>Abdulhadi</u> <u>Powell</u>	<u>(708) 789-3223313-220-0235</u>	<u>11720 Arbor Drive19061-LaCrosse Ave.</u>	<u>Orland Park</u> <u>Lathrup-Village</u>	<u>Illinois</u> <u>Michigan</u>	<u>6046248076</u>
<u>Ayman</u> <u>Tyler</u>	<u>Abdulhadi</u> <u>Dutton</u>	<u>(708) 789-3223(909)-480-9090</u>	<u>11720 Arbor Drive60-East Broadway,-Space #W1805</u>	<u>Orland Park</u> <u>Bloomington</u>	<u>Illinois</u> <u>Minnesota</u>	<u>6046255425</u>
<u>Ayman</u> <u>Laurie</u>	<u>Abdulhadi</u> <u>Jungwirth</u>	<u>(708) 789-3223(952)-465-7336</u>	<u>11720 Arbor Drive1850 Adams-Street, Suite 111</u>	<u>Orland Park</u> <u>Mankato</u>	<u>Illinois</u> <u>Minnesota</u>	<u>6046256001</u>
<u>Ayman</u> <u>Tim</u>	<u>Abdulhadi</u> <u>Schneider</u>	<u>(708) 789-3223314-484-0749</u>	<u>11720 Arbor Drive18511 Outlet-Blvd.,#822</u>	<u>Orland Park</u> <u>West-Valley City</u>	<u>Illinois</u> <u>Missouri</u>	<u>6046263005</u>
<u>Ayman</u> <u>Todd & Melissa</u>	<u>Abdulhadi</u> <u>Lemoine</u>	<u>(708) 789-3223702-245-4636</u>	<u>11720 Arbor Drive5200 S Fort-Apache Rd</u>	<u>Orland Park</u> <u>Las-Vegas</u>	<u>Illinois</u> <u>Nevada</u>	<u>6046289148</u>
<u>Ayman</u> <u>Tom</u>	<u>Abdulhadi</u> <u>Martin</u>	<u>(708) 789-3223702-369-2544</u>	<u>11720 Arbor Drive3150 So.-Paradise Road</u>	<u>Orland Park</u> <u>Las-Vegas</u>	<u>Illinois</u> <u>Nevada</u>	<u>6046289013</u>
<u>Ayman</u> <u>Tom</u>	<u>Abdulhadi</u> <u>Martin</u>	<u>(708) 789-3223702-369-2544</u>	<u>11720 Arbor Drive3700-Flamingo#18</u>	<u>Orland Park</u> <u>Las-Vegas</u>	<u>Illinois</u> <u>Nevada</u>	<u>6046289103</u>
<u>Raed</u> <u>Haihua/Shawn</u>	<u>Abuyousef</u> <u>Olesten</u>	<u>(312) 866-6663702-469-7691</u>	<u>9240 S 87th Ave540-Marks St</u>	<u>Hickory Hills</u> <u>Henderson</u>	<u>Illinois</u> <u>Nevada</u>	<u>6045789014</u>
<u>Raed</u> <u>Haihua/Shawn</u>	<u>Abuyousef</u> <u>Olesten</u>	<u>(312) 866-6663702-469-7691</u>	<u>9240 S 87th Ave300-E. Lake Mead-Parkway</u>	<u>Hickory Hills</u> <u>Henderson</u>	<u>Illinois</u> <u>Nevada</u>	<u>6045789015</u>
<u>Raed</u> <u>Organes "Joe"</u>	<u>Abuyousef</u> <u>Petikyan</u>	<u>312-866-8664(818)-515-2865</u>	<u>9240 S 87th Ave7684-golden-lantern-ct</u>	<u>Hickory Hills</u> <u>Las-Vegas</u>	<u>Illinois</u> <u>Nevada</u>	<u>6045789139</u>
<u>Raed</u> <u>Resty</u>	<u>Abuyousef</u> <u>Reyes</u>	<u>(312) 866-6663(775)-354-9747</u>	<u>9240 S. 87th Ave.5665-</u>	<u>Hickory Hills</u> <u>Ren0</u>	<u>Illinois</u> <u>Nevada</u>	<u>6045789502</u>

			Meadowood Mall Circle, #K104			
<u>Mohannad "Mike" Rafiq "Ricky"</u>	<u>Alkaki Alam</u>	708-833-1994(323)-240-0441	15718 Centennial Dr 651 Kapkowski Road, Space 2056	<u>Orland Park Elizabeth</u>	<u>Illinois New Jersey</u>	6046207201
<u>Mohannad "Mike" Dilip</u>	<u>Alkaki Amin</u>	708-833-1994(908)-227-2745	15718 Centennial Dr 308 Woodbridge Center Drive	<u>Orland Park Woodbridge</u>	<u>Illinois New Jersey</u>	6046207095
<u>Mohannad "Mike" Dilip</u>	<u>Alkaki Amin</u>	708-833-1994(908)-227-2745	15718 Centennial Dr 3710 Route 9	<u>Orland Park Freehold Township</u>	<u>Illinois New Jersey</u>	6046207728
<u>Haney Hesham & Kaled</u>	<u>Khalil El-Dewak & Refaat</u>	708-257-8078(908)-392-3209	14409 Deer Haven Lane 42 East 41st Street	<u>Orland Park Bayonne</u>	<u>Illinois New Jersey</u>	6046707002
<u>Walid Bonnie</u>	<u>Matariyeh Graziano</u>	(708) 407-6530(908)-420-7176	10911 SCARLET DR 3117 Willowbrook Mall, #5503	<u>Orland Park Wayne</u>	<u>Illinois New Jersey</u>	6046707470
<u>Daintry Bonnie</u>	<u>McFadden Graziano</u>	708-415-8385(908)-420-7176	7751 Bristol Park Drive, Unit 1SE 3117 Willowbrook Mall #5560	<u>Tinley Park Wayne</u>	<u>Illinois New Jersey</u>	6047707470
<u>Satish Bonnie</u>	<u>Thirumalai Graziano</u>	630-670-3651(908)-420-7176	718 N. Coolidge Ave. 3117 Willowbrook Mall, #1230	<u>Palatine Wayne</u>	<u>Illinois New Jersey</u>	6006707470
<u>Satish Siddarth</u>	<u>Thirumalai Kapur</u>	630-670-3651(516)-754-2004	718 N. Coolidge Ave. 1 American Dream Way #G147	<u>Palatine East Rutherford</u>	<u>Illinois New Jersey</u>	6006707073
<u>Satish Siddarth</u>	<u>Thirumalai Kapur</u>	630-670-3651(516)-754-2004	718 N. Coolidge Ave. 1 American Dream Way #A184	<u>Palatine East Rutherford</u>	<u>Illinois New Jersey</u>	6006707073
<u>Satish Doaa</u>	<u>Thirumalai Mohamed</u>	630-670-3651(973)-337-7342	718 N. Coolidge Ave. 700 Paramus Park	<u>Palatine Paramus</u>	<u>Illinois New Jersey</u>	6006707652
<u>Myungjoo Babu & Nirmala</u>	<u>Yom Panachayil</u>	(317) 865-3355(201)-281-0694	17342 Haxby Lane One Bergen Town Center, Space #40-A	<u>Westfield Paramus</u>	<u>Indiana New Jersey</u>	4607407652
<u>Myungjoo Maninder</u>	<u>Yom Prahar</u>	(317) 865-3355(347)-257-6041	17342 Haxby Lane 1 Garden State Plaza, Space #2302	<u>Westfield Paramus</u>	<u>Indiana New Jersey</u>	4607407652
<u>Tina Maninder</u>	<u>Boling Prahar</u>	270-847-9861(347)-257-6041	9151 Poplar Grove In 1 Garden State Plaza, Space #1233A	<u>Alvaton Paramus</u>	<u>Kentucky New Jersey</u>	4212207652
<u>Tonya & Amber Maninder</u>	<u>Estep / Hensley Prahar</u>	(606) 275-1168(347)-257-6041	3104 Pinetop Road 1 Garden State Plaza, Space #9133	<u>London Paramus</u>	<u>Kentucky New Jersey</u>	4074107652
<u>Alexander Maninder</u>	<u>Dash Prahar</u>	(443) 985-1342(347)-257-6041	1106 Old Westminster Rd 1 Garden State Plaza Space #9158	<u>Westminster Paramus</u>	<u>Maryland New Jersey</u>	2115707652

<u>Alexander Maninder</u>	<u>Dash Prahar</u>	(443) 985-1342(347)-257-6041	1106 Old Westminster Rd1-Garden State Plaza, Space #T 1	Westminster Paramus	MarylandNew Jersey	2115707652
<u>Bruce MD Abul & Tamanna</u>	<u>Dash Azad & Sayed</u>	443-974-4431(213)-820-0730	1106 Old Westminster Road6600 Menaul Blvd., #5508	Westminster Albuquerque	MarylandNew Mexico	2115787110
<u>Ashwani & Vikas MD Nawshad</u>	<u>Rathor Alam</u>	(508) 598-8841(347)-445-6521	11 White Oak Way271 Greece Ridge Center Dr., Suite J17	North AttleboroRochester	MassachusettsNew York	0276014626
<u>Kamal MD Nawshad</u>	<u>Raza Alam</u>	631-680-3773(347)-445-6521	381 Village Street1-Walden Galleria, Space #A213	Medway Buffalo	MassachusettsNew York	0205314225
<u>Noor & Basel Rafiq "Ricky"</u>	<u>Agel Alam</u>	(616) 821-0883323-240-0441	5070 Cascade Rd SE STE 2209001-Queens Blvd	Grand RapidsElmhurst	MichiganNew York	4954611373
<u>Noor & Basel Rafiq "Ricky"</u>	<u>Agel Alam</u>	(616) 821-0883323-240-0441	5070 Cascade Rd SE STE 220139 Flatbush Ave., Space #10	Grand RapidsBrooklyn	MichiganNew York	4954611217
<u>Noor & Basel Rafiq "Ricky"</u>	<u>Agel Alam</u>	(616) 821-0883323-240-0441	5070 Cascade Rd SE STE 220139 Flatbush Ave., Space #6	Grand RapidsBrooklyn	MichiganNew York	4954611217
<u>Noor & Basel Rafiq "Ricky"</u>	<u>Agel Alam</u>	(616) 821-0883323-240-0441	5070 Cascade Rd SE STE 220139 Flatbush Ave., Space #160	Grand RapidsBrooklyn	MichiganNew York	4954611217
<u>Alicia Siddarth</u>	<u>Powell Kapur</u>	313-220-0235561-754-2004	19061 Lacrosse Avenue5400 Avenue U	Lathrup VillageBrooklyn	MichiganNew York	4807611234
<u>Laurie Marc</u>	<u>Jungwirth Koenigsberger</u>	(952) 465-7336516-647-4090	5717 80th Street, W.498 Red Apple Ct. Space #K114	FarmingtonCentral Valley	MinnesotaNew York	5502410917
<u>Tim Eva</u>	<u>Schneider Lee</u>	314-484-0749714-458-5551	2108 Shimoor Lane1333 Palisades Center Drive, #Z124	Creve CouerWest Nyack	MissouriNew York	6314610994
<u>Amber Eva</u>	<u>Strick Lee</u>	314-681-7371714-458-5551	344 Pearson Ct1333 Palisades Center Drive, #Z 323	St CharlesWest Nyack	MissouriNew York	6330410994
<u>Todd & Melissa Eva</u>	<u>Lemoine Lee</u>	702-245-4636714-458-5551	7634 Ironwood Knoll Ave.1333 Palisades Center Drive, #Z-116	Las VegasWest Nyack	NevadaNew York	8911310994
<u>Tom Leonard</u>	<u>Martin Linar</u>	702-369-2544(917)-690-8346	224 Campbell Drive55 Richmond Terrace Space #102C	Las VegasStaten Island	NevadaNew York	8910710301
<u>Tom Maninder & Siddarth</u>	<u>Martin Parhar / Kapur</u>	702-369-2544347-257-6041	224 Campbell Drive2034 Green Acres Mall, Space 042AC, Sunrise Hwy	Las VegasValley Stream	NevadaNew York	8910711581

Haihua/Shawn Maninder & Siddarth	Oleston Parhar / Kapur	702 469 7691516-754-2004	7374 Valhalla Ln 1000-S 8th Ave, #31	Las Vegas New York	Nevada New York	8912310019
Haihua/Shawn Manjural	Oleston Alam	702 469 7691(559)-341-8394	7374 Valhalla Ln 293-Valley River Center, #G-030	Las Vegas Eugene	Nevada Oregon	8912397401
Organes "Joe" Manjural	Petikyan Alam	(818) 515-2865(559)-341-8394	7684 golden lantern ct 1600 N. Riverside Ave., Space No. 2061	Las Vegas Medford	Nevada Oregon	8913997501
Resty Manjural	Reyes Alam	(775) 354-9747(559)-341-8394	1402 Sandyhill Lane 293 Valley-River Center-Space #K0013	Reno Eugene	Nevada Oregon	8952397401
John & Davie Scott	Stefanidis & Wick Putman	(540) 988-6871-323-854-2218	2075 Lafayette Road 9585 SW-Washington-Square, Space #J03	Portsmouth Portland	New Hampshire Oregon	0380197223
Dilip Scott	Amin Putman	(908) 227 - 2745-323-854-2218	905 Margaret Court 9585 SW-Washington Square-Rd., Space #Y06	South Plainfield Portland	New Jersey Oregon	0708097223
Dilip Mike	Amin Chung	(908) 227 - 2745(215)-531-4565	905 Margaret Court 1101 Market-Street, Space #2025	South Plainfield Philadelphia	New Jersey Pennsylvania	0708019107
Dilip, Janki & Harsha/Savan & Radhika Clarimar & Omar	Amin / Patel Arrufat-Berastain & Diaz	(860) 321-4847787-645-6831	905 Margaret Court 1-Premium Outlets-Bldv	South Plainfield Barceoneta	New Jersey Puerto Rico	0708000617
Dilip, Janki & Harsha/Savan & Radhika Edsylv Marie	Amin / Patel Espinosa Melendez	(860) 321-4847787-501-6941	905 Margaret Court State Road #2-Km. 29.7 Espinosa-Ward	South Plainfield Vega Alta	New Jersey Puerto Rico	0708000692
Hesham & Kaled Elisabet	El-Dewak & Refaat Romero	908-392-3209787-463-0714	42 East 41st Street 18400 State-Road, #53	Bayonne Canovas	New Jersey Puerto Rico	0700200729
Bonnie Wilson-Manuel & Maritere (Maria)	Graziano Ronda-Feliciano & Figueroa	908-420-7176787-691-0703	291 Douglas Road 9410 Avenida-Los Romeros, Space-K15	Far Hills San Juan	New Jersey Puerto Rico	0793100926
Bonnie Wilson-Manuel & Maritere (Maria)	Graziano Ronda-Feliciano & Figueroa	908-420-7176787-691-0703	291 Douglas Road 725-W Main Ave, Unit-KK13	Far Hills Bayamon	New Jersey Puerto Rico	0793100961
Bonnie Wilson-Manuel & Maritere (Maria)	Graziano Ronda-Feliciano & Figueroa	908-420-7176787-691-0703	291 Douglas Road 9410 Avenida-Los Romeros	Far Hills San Juan	New Jersey Puerto Rico	0793100927
Doaa Wilson-Manuel & Maritere (Maria)	Mohamed Ronda-Feliciano & Figueroa	973-337-7342787-691-0703	120 Bunker Hill Rd. 400 Calle-Betances, Lote #720	Wayne Caguas	New Jersey Puerto Rico	0747000726
Babu & Nirmala Wilson-Manuel & Maritere (Maria)	Panachayil Ronda-Feliciano & Figueroa	(201) 281-0694787-691-0703	209 Springvalley Road Plaza Centro-Mall, Ave. Munoz-Marin, Lote 1580,	Paramus Caguas	New Jersey Puerto Rico	0765200725

<u>Morris</u> <u>Bradley</u>	<u>Franco</u> <u>Okeson</u>	917-588-3043440-279-3888	211 East 70th St Apt 4F433 Opry Mills Drive #740	New YorkNashville	New YorkTennessee	1002137214
<u>Marc</u> <u>Michael</u> & <u>Selim</u> Farag	<u>Koenigsberger</u> <u>Selim</u> & <u>Selim</u> Hanna	516-647-4090(713)-689-9002	8 Turnberry Court1800 Galleria Blvd, Space 4016	MonroeFran klin	New YorkTennessee	1095037067
<u>Eva</u> <u>Kenneth</u>	<u>Lee</u> <u>Vance</u>	714-458-5551(423)-956-2086	408 B Elizabeth Street101 Redwood Road	Fort LeeBristol	New YorkTennessee	0702437620
<u>Eva</u> <u>Ben</u>	<u>Lee</u> <u>Adams</u>	714-458-5551(617)-850-5628	408 B Elizabeth Street13375 Noel Rd	Fort LeeDallas	New YorkTexas	0702475240
<u>Eva</u> <u>Ben</u>	<u>Lee</u> <u>Adams</u>	714-458-5551(617)-850-5628	408 B Elizabeth Street305 W FM-1382, Suite K2	Fort LeeCedar Hill	New YorkTexas	0702475104
<u>Leonard</u> <u>Marvin</u>	<u>Linar</u> <u>Cruz</u>	(917) 690-8346818-304-1751	38 W 75th street Apt #1R11124 Silver-Horn Dr.	New YorkFort-Worth	New YorkTexas	1002376108
<u>Samira</u> <u>Christy</u> & <u>Christie</u>	<u>Nawshad</u> <u>Dang</u> & <u>Gao</u>	347-445-6521(817)-891-4618	125 California Dr3811 S Cooper St.	Williamsville Arlington	New YorkTexas	1422176015
<u>Maninder</u> & <u>Siddarth</u> <u>Gustavo</u>	<u>Parhar</u> / <u>Kapur</u> <u>Gutierrez</u>	(347) 257-6041(915)-253-8481	2428 Aberdeen Street8401 Gateway Blvd	East MeadowEl-Paso	New YorkTexas	1155479925
<u>Maninder</u> & <u>Siddarth</u> <u>Mike</u>	<u>Parhar</u> / <u>Kapur</u> <u>Karowalia</u>	561-754-2004713-894-0439	2428 Aberdeen Street1201 Lake-Woodlands Dr.-#5512	East MeadowThe-Woodlands	New YorkTexas	1155477380
<u>Maninder</u> & <u>Siddarth</u> <u>Mike</u>	<u>Parhar</u> / <u>Kapur</u> <u>Karowalia</u>	516-754-2004713-894-0439	2428 Aberdeen Street8687 N-Central Expressway-#2368	East MeadowDallas	New YorkTexas	1155475225
<u>Maninder</u> & <u>Siddarth</u> <u>Mike</u>	<u>Parhar</u> / <u>Kapur</u> <u>Karowalia</u>	516-754-2004713-894-0439	2428 Aberdeen Street500 Baybrook-Mall-Space #1176	East MeadowFrie ndswood	New YorkTexas	1155477546
<u>Maninder</u> & <u>Siddarth</u> <u>Mike</u>	<u>Parhar</u> / <u>Kapur</u> <u>Karowalia</u>	(347) 257-6041713-894-0439	2428 Aberdeen Street6121 W. Park Blvd., #A119A	East MeadowSan born	New YorkTexas	1155475093
<u>Maninder</u> & <u>Siddarth</u> <u>Mike</u>	<u>Parhar</u> / <u>Kapur</u> <u>Karowalia</u>	516-754-2004713-894-0439	2428 Aberdeen Street20131-Highway 59-North,#6500	East MeadowHu mble	New YorkTexas	1155477338
<u>Maninder</u> & <u>Siddarth</u> <u>Mike</u>	<u>Parhar</u> / <u>Kapur</u> <u>Karowalia</u>	516-754-2004713-894-0439	2428 Aberdeen Street5000 Katy-Mills Circle, #742	East MeadowKat y	New YorkTexas	1155477494
<u>Maninder</u> & <u>Siddarth</u> <u>Mike</u>	<u>Parhar</u> / <u>Kapur</u> <u>Karowalia</u>	516-754-2004713-894-0439	2428 Aberdeen Street16535 SW-Fwy, Space #80	East MeadowSug ar Land	New YorkTexas	1155477479
<u>Maninder</u> & <u>Siddarth</u> <u>Mike</u>	<u>Parhar</u> / <u>Kapur</u> <u>Karowalia</u>	(347) 257-6041713-894-0439	2428 Aberdeen Street5015-Westheimer #1395	East MeadowHo uston	New YorkTexas	1155477056

<u>Maninder & Siddarth</u> Mike	<u>Parhar / Kapur</u> Karowalia	561-754-2004713- 894-0439	2428 Aberdeen Street5000 Katy Mills Circle, #500	East MeadowKat y	New YorkTexas	11554774 94
<u>Maninder & Siddarth</u> Narayan/Ram	<u>Parhar / Kapur</u> Mahato	347-257-6041(512)- 965-6519	2428 Aberdeen Street11200- Lakeline Mall Drive, Suite VC1	East MeadowCed ar Park	New YorkTexas	11554786 13
<u>Maninder & Siddarth</u> Narayan/Ajaya/Manish/Pankaj	<u>Parhar / Kapur</u> Mahato/Silwal /Singh/Kumar	(347) 257-6041(512)- 965-6519	2428 Aberdeen Street2901 S Capital of Texas Hwy, K112	East MeadowAus tin	New YorkTexas	11554787 46
<u>Maninder & Siddarth</u> Imran	<u>Parhar / Kapur</u> Mahesania	(347) 257-6041(832)- 228-3532	2428 Aberdeen Street15900 La- Cantera Pkwy, Space #5524	East MeadowSan- Antonio	New YorkTexas	11554782 56
<u>Maninder & Siddarth</u> Eyal	<u>Parhar / Kapur</u> Reich	516-754-2004619- 565-4151	2428 Aberdeen StreetBldg. 4250- Clear Creek Blvd.	East MeadowFor t-Cavazos	New YorkTexas	11554765 44
<u>MikeTara & Romell</u>	<u>ChungTran</u> Viray	(215) 531-4565(206)- 669-0620	1932 S 29th st.152- Pear Tree Lane	Philadelphia Austin	Pennsylvani aTexas	19145787 37
<u>Clarimar & Omar</u> Van	<u>Arrufat-Berastain & Diaz</u> UK	787-645-6831972- 974-1997	381 AVE. FORT GAUTIER COND. PASEO MONTE, APT. 20215853 N. Fwy- Service Rd.- #1085	San JuanFort Worth	Puerto RicoTexas	92676177
<u>Edsyl Marie</u> Van	<u>Espinosa</u> MelendezUK	787-501-6941972- 974-1997	35 Juan C Borbon, STE 67-479820 W. Stacy Road, Suite #618	GuaynaboAll en	Puerto RicoTexas	00969750 13
<u>Wilson Manuel & Maritere (Maria)</u> Alan /Michael / Benny	<u>Ronda Feliciano & Figueroa</u> Wilson/ Manoj / Kallarackal	787-691-0703956- 878-9552	P O Box 2702902800- W Nolana Ave	San JuanMcAlle n	Puerto RicoTexas	00927- 02907850 4
<u>Wilson Manuel & Maritere (Maria)</u> Alex	<u>Ronda Feliciano & Figueroa</u> Winder	787-691-0703801- 635-9619	P O Box 270290652 E- St. George Blvd.	San JuanSt- George	Puerto RicoUtah	00927- 02908477 0
<u>Wilson Manuel & Maritere (Maria)</u> Alex	<u>Ronda Feliciano & Figueroa</u> Winder	787-691-0703801- 635-9619	P O Box 2702903180- S 5600 W	San JuanWest Valley City	Puerto RicoUtah	00927- 02908412 0
<u>Wilson Manuel & Maritere</u> (Maria)Manjural	<u>Ronda Feliciano & Figueroa</u> Alam	787-691-0703(559)- 341-8394	P O Box 2702908700- Northeast Vancouver Mall Drive, Suite 179	San JuanVancou ver	Puerto RicoWashin gton	00927- 02909866 2
<u>Wilson Manuel & Maritere</u> (Maria)Mohammad- "Ruhul"	<u>Ronda Feliciano & Figueroa</u> Amin	787-691-0703(206)- 734-2574	P O Box 270290575- Bellevue Square	San JuanBellevu e	Puerto RicoWashin gton	00927- 02909800 4
<u>Isaac</u> Steve	<u>Watlington</u> Chavarria	(248) 238-0293(253)- 874-6884	1660 Old Trolley Road, Apt A16625- Blacklake Blvd.,SW.#N 29	Summerville Olympia	South CarolinaWa shington	29485985 02
<u>Bradley</u> Steve	<u>Okeson</u> Chavarria	440-279-3888(253)- 874-6884	2107 Lothric Way #4108625 Blacklake Blvd.,Space #4642	Murfreesbor oOlympia	Tennessee Washingto n	37129985 02

<u>Kenneth Mariom</u>	<u>Vance Sultana</u>	<u>(423) 956-2086(310)-633-3941</u>	<u>101 Redwood Road100-Southcenter Blvd-#9240</u>	<u>BristolSeattle</u>	<u>Tennessee Washington</u>	<u>3762098188</u>
<u>Ben Mariom</u>	<u>Adams Sultana</u>	<u>(617) 850-5628(310)-633-3941</u>	<u>10525 Newkirk #2201928 S-Commons, MGP-Unit #730 H01A</u>	<u>DallasFederal Way</u>	<u>TexasWashington</u>	<u>7522098003</u>
<u>U'nique "Van UK" Mariom / Akther</u>	<u>Asain Sultana / Hossain</u>	<u>972-974-1997(310)-633-3941</u>	<u>2608 Windingpath Way3000 184th St.-SW, Space #5544</u>	<u>Flower MoundLynnwood</u>	<u>TexasWashington</u>	<u>7502298037</u>
<u>U'nique "Van UK"</u>	<u>Asain</u>	<u>972-974-1997</u>	<u>2608 Windingpath Way</u>	<u>Flower Mound</u>	<u>Texas</u>	<u>75022</u>
<u>Chris</u>	<u>Cramer</u>	<u>281-359-9959</u>	<u>2131 Green Oak Dr.</u>	<u>Kingwood</u>	<u>Texas</u>	<u>77339</u>
<u>Christy & Christie</u>	<u>Dang & Cao</u>	<u>(817) 706-5036</u>	<u>2639 Waterfront Drive</u>	<u>Grand Prairie</u>	<u>Texas</u>	<u>75054</u>
<u>Christy & Christie</u>	<u>Dang & Cao</u>	<u>(817) 706-5036</u>	<u>2639 Waterfront Drive</u>	<u>Grand Prairie</u>	<u>Texas</u>	<u>75054</u>
<u>Gustavo</u>	<u>Gutierrez</u>	<u>(915) 253-8481</u>	<u>11625 Great Abaco Ct</u>	<u>El Paso</u>	<u>Texas</u>	<u>79936</u>
<u>Mike</u>	<u>Karowalia</u>	<u>713-894-0439</u>	<u>1711 Ravenell Lane</u>	<u>Sugarland</u>	<u>Texas</u>	<u>77479</u>
<u>Mike</u>	<u>Karowalia</u>	<u>713-894-0439</u>	<u>1711 Ravenell Lane</u>	<u>Sugarland</u>	<u>Texas</u>	<u>77479</u>
<u>Mike</u>	<u>Karowalia</u>	<u>713-894-0439</u>	<u>1711 Ravenell Lane</u>	<u>Sugarland</u>	<u>Texas</u>	<u>77479</u>
<u>Mike</u>	<u>Karowalia</u>	<u>713-894-0439</u>	<u>1711 Ravenell Lane</u>	<u>Sugarland</u>	<u>Texas</u>	<u>77479</u>
<u>Mike</u>	<u>Karowalia</u>	<u>713-894-0439</u>	<u>1711 Ravenell Lane</u>	<u>Sugarland</u>	<u>Texas</u>	<u>77479</u>
<u>Mike & Sameer</u>	<u>Karowalia</u>	<u>713-894-0439</u>	<u>1711 Ravenell Lane</u>	<u>Sugarland</u>	<u>Texas</u>	<u>77479</u>
<u>Mike & Sameer</u>	<u>Karowalia</u>	<u>713-894-0439</u>	<u>1711 Ravenell Lane</u>	<u>Sugarland</u>	<u>Texas</u>	<u>77479</u>
<u>Mike & Sameer</u>	<u>Karowalia</u>	<u>713-894-0439</u>	<u>1711 Ravenell Lane</u>	<u>Sugarland</u>	<u>Texas</u>	<u>77479</u>
<u>Mike & Sameer</u>	<u>Karowalia</u>	<u>713-894-0439</u>	<u>1711 Ravenell Lane</u>	<u>Sugarland</u>	<u>Texas</u>	<u>77479</u>
<u>Narayan/Ram</u>	<u>Mahato</u>	<u>(512) 965-6519</u>	<u>502 Brashear Lane</u>	<u>Cedar Park</u>	<u>Texas</u>	<u>78613</u>
<u>Narayan/Ajaya/Manish/Pankaj</u>	<u>Mahato/Silwal/Singh/Kumar</u>	<u>(512) 965-6519</u>	<u>502 Brashear Lane</u>	<u>Cedar Park</u>	<u>Texas</u>	<u>78613</u>
<u>Imran</u>	<u>Mahesania</u>	<u>(832) 228-3532</u>	<u>11411</u>	<u>Richmond</u>	<u>Texas</u>	<u>77407</u>
<u>Sheila</u>	<u>Nemer</u>	<u>(347) 905-3664</u>	<u>12330 Research Road Apt. 10316</u>	<u>Frisco</u>	<u>Texas</u>	<u>75033</u>
<u>Michael & Selim Farag</u>	<u>Selim & Selim Hanna</u>	<u>(713) 689-9002</u>	<u>1600 Eldridge Park</u>	<u>Houston</u>	<u>Texas</u>	<u>77077</u>
<u>Tha</u>	<u>Si</u>	<u>972-965-2783</u>	<u>2608 Windingpath Way</u>	<u>Flower Mound</u>	<u>Texas</u>	<u>75028</u>
<u>Tara & Romell</u>	<u>Tran-Viray</u>	<u>(206) 669-0620</u>	<u>152 Pear Tree Lane</u>	<u>Ausin</u>	<u>Texas</u>	<u>78737</u>
<u>Alan / Michael / Benny</u>	<u>Wilson / Manoj / Kallarackal</u>	<u>956-878-9552</u>	<u>1311 Rocoillo Lane</u>	<u>Edinburg</u>	<u>Texas</u>	<u>78539</u>
<u>Alan / Michael / Benny</u>	<u>Wilson / Manoj / Kallarackal</u>	<u>956-878-9552</u>	<u>1311 Rocoillo Lane</u>	<u>Edinburg</u>	<u>Texas</u>	<u>78539</u>
<u>Alex</u>	<u>Winder</u>	<u>801-635-9619</u>	<u>1169 West Koradine Drive</u>	<u>South Jordan</u>	<u>Utah</u>	<u>84095</u>
<u>Alex & Cindy / Cindy & Seth</u>	<u>Winder / Teague</u>	<u>801-635-9619</u>	<u>1169 West Koradine Drive</u>	<u>South Jordan</u>	<u>Utah</u>	<u>84095</u>
<u>Alex & Cindy / Cindy & Seth</u>	<u>Winder / Teague</u>	<u>801-635-9619</u>	<u>1169 West Koradine Drive</u>	<u>South Jordan</u>	<u>Utah</u>	<u>84095</u>
<u>Alex & Cindy / Cindy & Seth</u>	<u>Winder / Teague</u>	<u>801-635-9619</u>	<u>1169 West Koradine Drive</u>	<u>South Jordan</u>	<u>Utah</u>	<u>84095</u>
<u>Neel & Deep</u>	<u>Patel</u>	<u>540-761-8225</u>	<u>98 Ashley Links Dr</u>	<u>Daleville</u>	<u>Virginia</u>	<u>24083</u>

<u>Mohammad "Ruhul"</u>	<u>Amin</u>	<u>(206) 734-2574</u>	<u>5220 S Dawson St</u>	<u>Seattle</u>	<u>Washington</u>	<u>98118</u>
<u>Steve</u>	<u>Chavarria</u>	<u>(253) 874-6884</u>	<u>32339 11th Avenue, SW</u>	<u>Federal Way</u>	<u>Washington</u>	<u>98023</u>
<u>Steve</u>	<u>Chavarria</u>	<u>(253) 874-6884</u>	<u>32339 11th Avenue, SW</u>	<u>Federal Way</u>	<u>Washington</u>	<u>98023</u>
<u>Mariom</u>	<u>Sultana</u>	<u>(310) 633 - 3941</u>	<u>32628 4th pl S Unit 10A</u>	<u>Federal Way</u>	<u>Washington</u>	<u>98003</u>
<u>Mariom</u>	<u>Sultana</u>	<u>(310) 633 - 3941</u>	<u>32628 4th pl S Unit 10A</u>	<u>Federal Way</u>	<u>Washington</u>	<u>98003</u>
<u>Mariom / Akther</u>	<u>Sultana / Hossain</u>	<u>(310) 633 - 3941</u>	<u>32628 4th pl S Unit 10A</u>	<u>Federal Way</u>	<u>Washington</u>	<u>98003</u>

EXHIBIT E-2

Former Franchisees, as of November 30, 2024

Center Name	Owner First Name	Owner Last Name	Street Address	City	State / Province	Zip	Phone Number
<u>Murrieta CA</u> <u>Arco -</u> <u>Murrieta Hot</u> <u>Springs</u> <u>Road</u> <u>Desert-</u> <u>Hills Premium</u> <u>Outlets RMU</u>	<u>Maryam Saihum*</u>	<u>Arsanjani Hossain</u>	<u>39460 Murrieta</u> <u>Hot Springs</u> <u>Road</u> <u>48400-</u> <u>Seminole Drive,</u> <u>Space #23</u>	<u>Murrieta</u> <u>Caba</u> <u>zon</u>	<u>California</u> <u>Ca</u> <u>lifornia</u>	<u>925639</u> <u>2230</u>	<u>714-315-</u> <u>1552(310) 633-</u> <u>3941</u>
<u>Spring Valley</u> <u>CA -</u> <u>Sweetwater</u> <u>Springs</u> <u>Westm</u> <u>inster Mall-</u> <u>RMU</u>	<u>Samad Saihum*</u>	<u>Attisha Hossain</u>	<u>2615-L</u> <u>Sweetwater</u> <u>Springs</u> <u>Bld.,</u> <u>4025-</u> <u>Westminster</u> <u>Mall,</u> <u>Space #76</u>	<u>Spring</u> <u>Valley</u> <u>Westmi</u> <u>nster</u>	<u>California</u> <u>Ca</u> <u>lifornia</u>	<u>919789</u> <u>2683</u>	<u>619-227-</u> <u>2933(310) 633-</u> <u>3941</u>
<u>DFW Central</u> <u>Texas Food</u> <u>Truck</u> <u>Westmi</u> <u>nster Mall</u>	<u>Marvin Saihum*</u>	<u>Cruz Hossain</u>	<u>11124 Silver</u> <u>Horn Dr.</u> <u>4025-</u> <u>Westminster</u> <u>Mall, Space-</u> <u>#1102</u>	<u>Fort</u> <u>Worth</u> <u>Westmi</u> <u>nster</u>	<u>Texas</u> <u>Califo</u> <u>rnia</u>	<u>761089</u> <u>2683</u>	<u>818-304-</u> <u>1751(310) 633-</u> <u>3941</u>
<u>Indian Wells</u> <u>Tennis</u> <u>Garden</u> <u>Corona</u> <u>76 - Green</u> <u>River</u>	<u>Jeff Ron*</u>	<u>Dunn Reger</u>	<u>78200 Miles</u> <u>Avenue</u> <u>4350-</u> <u>Green River Rd</u>	<u>Indian</u> <u>Wells</u> <u>Corona</u>	<u>California</u> <u>Ca</u> <u>lifornia</u>	<u>922109</u> <u>2880</u>	<u>760-200-</u> <u>8400(714) 231-</u> <u>5922</u>
<u>Macy's</u> <u>Sacramento</u> <u>Parkway Plaza</u> <u>RMU 1</u>	<u>*Benjamin Junghyun*</u>	<u>Elias Choi</u>	<u>414 K Street</u> <u>823-</u> <u>Parkway Plaza,</u> <u>Space #4582</u>	<u>Sacramento</u> <u>El-</u> <u>Cajon</u>	<u>California</u> <u>Ca</u> <u>lifornia</u>	<u>958149</u> <u>2020</u>	<u>510-366-</u> <u>6888(858) 231-</u> <u>0615</u>
<u>Westfield San</u> <u>Francisco</u> <u>Centre</u> <u>Supersti</u> <u>tion Springs-</u> <u>Center 2</u>	<u>*Saihum Steve*</u>	<u>Hossain Leibsohn</u>	<u>865 Market</u> <u>Street, Space No.</u> <u>90086555 E.</u> <u>Southern</u> <u>Avenue, Space-</u> <u>#112</u>	<u>San</u> <u>Francisco</u> <u>Mes</u> <u>a</u>	<u>California</u> <u>Ar</u> <u>izona</u>	<u>941038</u> <u>5206</u>	<u>310-633-</u> <u>3941(623) 202-</u> <u>7114</u>
<u>South Bay</u> <u>Galleria</u> <u>Kiosk</u> <u>Mesa-</u> <u>Mall</u>	<u>*Hyun & Terrie Todd</u>	<u>Lee Hendricks</u>	<u>1815 Hawthorne</u> <u>Bld., #K172424-</u> <u>Highway 6 &</u> <u>50, #156</u>	<u>Redondo</u> <u>Beach</u> <u>Grand-</u> <u>Junction</u>	<u>California</u> <u>C</u> <u>olorado</u>	<u>902788</u> <u>1505</u>	<u>213-268-1965,</u> <u>213-923-2799</u> <u>(623) 202-7114</u>
<u>Desert</u> <u>Diamond</u> <u>Arena Kiosk</u> <u>(formerly Gila</u> <u>River)</u> <u>Eagle-</u> <u>Rock Plaza-</u> <u>Kiosk</u>	<u>*Steve Saihum*</u>	<u>Leibsohn Hossain</u>	<u>9400 W.</u> <u>Maryland</u> <u>Avenue, Stand</u> <u>2242700-</u> <u>Colorado Blvd.,</u> <u>Space #9002</u>	<u>Glendale</u> <u>Los-</u> <u>Angeles</u>	<u>Arizona</u> <u>Cali</u> <u>fornia</u>	<u>853059</u> <u>0041</u>	<u>623-202-</u> <u>7114(310) 633-</u> <u>3941</u>
<u>Desert</u> <u>Diamond</u> <u>Arena RMU 1</u>	<u>*Steve Raed*</u>	<u>Leibsohn Abuyousef</u>	<u>9400 W.</u> <u>Maryland</u> <u>Avenue, Stand</u>	<u>Glendale</u> <u>North</u> <u>Attleborough</u>	<u>Arizona</u> <u>Mas</u> <u>sachusetts</u>	<u>853050</u> <u>2760</u>	<u>623-202-</u> <u>7114(312) 866-</u> <u>6663</u>

(formerly Gila River) Emerald Square			101999 S. Washington Street, #W313				
Desert Diamond Arena RMU 2 (formerly Gila River) Twisted Village at Prasad	*Steve Steve*	Leibsohn Leibsohn	9400 W. Maryland Avenue, Stand 113 Southeast Corner of Waddell Road & Loop 303	Glendale Surprise	Arizona Arizona	853058 5379	623-202-7114 (623) 202-7114
Westfield Galleria at Roseville Kiosk	*Lida	Lim	1151 Galleria Blvd., #9004	Roseville	California	95678	209-244-6594
NE Washington & Idaho Panhandle Food Truck	Patricia & Robert	Murphy	1947 N Sky Blue Drive	Post Falls	Idaho	83854	206-612-4890
Visalia CA Arco AMPM - Betty Dr	Wisam	Sabbah	6670 Betty Dr.	Visalia	California	93291	818-430-3583
Lemon Grove Mobil	Somo	Salem	8170 Broadway	Lemon Grove	California	91945	619-247-9189
St. George Walmart (Previously St George UT Drive-Thru)	*Alex	Winder	652 E St. George Blvd	St. George	Utah	84770	801-635-9619
Murrieta CA Arco - Murrieta Hot Springs Road	Maryam	Arsanjani	39460 Murrieta Hot Springs Road	Murrieta	California	92563	714-315-1552

* Denotes franchise still owns other operating Wetzels as of November 30, 2024 2025

Transfers, as of November 30, 2024 2025

Center Name	Owner First Name	Owner Last Name	Street Address	City	State / Province	Zip	Phone Number
Higuera Street - San Luis Obispo Stonestown Galleria	Wasim & Leroy Nirmal & Ranjit	Rahman & Gonzales Ahluwalia	852 Higuera Street 3251 20th Ave., Space #102	San Luis Obispo San Francisco	California California	934019 4132	(209) 918-9602 (909) 263-3277
Grossmont Center Las Americas Premium Outlets Kiosk	Johnny Diane	Kim Kim	5500 Grossmont Center Drive, FC-14211 Camino de la Plaza, #K101	La Mesa San Ysidro	California California	919429 2173	858-366-8491 (310) 387-0186
San Gabriel Valley Food Truck Las Americas	*Reginald, Brian & Grant Diane	Soriano, Avilez & Peterson Kim	10144 Bogue St 4211 Camino de la Plaza, #151	Temple City San Ysidro	California California	917809 2173	310-809-5226 (858) 366-8491

Premium Outlets							
Santa Maria Town Center Kiosk Boise Towne Square 1	Stephen & Lisa Roger	Hurson Hawkins	371 Town Center East, Space K01350 N. Milwaukee, #2112	Santa Maria Boise	California Idaho	9345483704	213-392-1657(623)-202-7114
Sawgrass Mills 1 Boise Towne Square 2	Mike Roger	Robertson Hawkins	12801 West Sunrise Blvd., #E1051350 N. Milwaukee, #2183	Sunrise Boise	Florida Idaho	3332383704	(623) 202-7114 305-763-9379
Sawgrass Mills RMU Walmart - Nampa	Mike Roger	Robertson Hawkins	12801 West Sunrise Blvd., #1705875 E. Franklin Rd.	Sunrise Nampa	Florida Idaho	3332383687	305-763-9379(623)-202-7114
Sawgrass Mills 2 Boise Towne Square 3	Mike Roger	Robertson Hawkins	12801 W. Sunrise Blvd. #263350 N. Milwaukee St. Space #1147	Sunrise Boise	Florida Idaho	3332383704	305-763-9379(623)-202-7114
Arundel Mills 1 Westfield Southcenter Kiosk	Mike & Susan Alex & Ester	Kelly Kim	7000 Arundel Mills Circle, #552400 Southcenter Blvd #9240	Hanover Seattle	Maryland Washington	2107698188	425-357-8887 443-613-3635
Arundel Mills 2 Bay Area South Food Truck	Mike & Susan Stanislaw	Kelly Mojaisky	7000 Arundel Mills Circle, #4094598 Robsheal Drive	Hanover San Jose	Maryland California	2107695125	443-613-3635(510)-355-6062
Turnstyle Columbus Circle Westfield Garden State Plaza	*Maninder & Siddarth Richard	Parhar & Kapur Edelstein	1000 S 8th Ave, Space #314 Garden State Plaza, Space #T1	New York Paramus	New York New Jersey	1001907652	347-257-6041, 516-754-2004 (201) 401-3556
Tanger Outlets Fort Worth Westfield Garden State Plaza Kiosk 4	*U'nique "Van UK" Richard	Asain Edelstein	15853 N. Fwy Service Rd. #10851 Garden State Plaza, Space #9133	Fort Worth Paramus	Texas New Jersey	7617707652	972-974-1997(201) 401-3556
Macy's Dallas Galleria Westfield Garden State Plaza Kiosk 3	*Ben Richard	Adams Edelstein	13375 Noel Rd+ Garden State Plaza Space #9158	Dallas Paramus	Texas New Jersey	7524007652	617-850-5628(201) 401-3556
Lakewood Center Kiosk 2	Kate	Lee	500 Lakewood Center Mall, #K211	Lakewood	California	90712	(213) 290-8688
Lakewood Center Kiosk 1	Kate	Lee	500 Lakewood Center Mall, #206	Lakewood	California	90712	(213) 290-8688
Los Cerritos Center RMU	Ichiro	Fujita	239 Los Cerritos Center, Space 9013	Cerritos	California	90703	unknown
Los Cerritos	Ichiro	Fujita	239 Los Cerritos	Cerritos	California	90703	unknown

Center Kiosk			Center, Space-9030				
Alderwood-Mall Kiosk	Tyler	Dutton	3000 184th St. SW, Space-#5544	Lynnwood	Washington	98037	(909) 480-9090

* Denotes franchise still owns other operating Wetzel's Pretzels as of November 30, 2025

Franchisees who have not communicated with us within ten weeks of the disclosure document issuance date

<u>Center Name</u>	<u>Owner First Name</u>	<u>Owner Last Name</u>	<u>Street Address</u>	<u>City</u>	<u>State / Province</u>	<u>Zip</u>	<u>Phone Number</u>
<u>Connecticut Post</u>	<u>Kamal</u>	<u>Raza</u>	<u>381 Village Street</u>	<u>Medway</u>	<u>MA</u>	<u>02053</u>	<u>631-680-3773</u>
<u>Macy's Oakbrook Center RMU</u>	<u>Daintry</u>	<u>McFadden</u>	<u>7751 Bristol Park Drive</u>	<u>Tinley Park</u>	<u>IL</u>	<u>60477</u>	<u>708-415-8385</u>
<u>Hollister CA Chevron</u>	<u>Kun & Zhen</u>	<u>Ding</u>	<u>42840 Christy Street, Suite 209</u>	<u>Fremont</u>	<u>CA</u>	<u>94528</u>	<u>408-999-2662</u>

Exhibit F

~~Intentionally Omitted~~Participation Agreement

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT (“Sublease”) is entered into as of _____ (“Effective Date”) by and between WETZEL’S PRETZELS, LLC, a California limited liability company (“Sublandlord”), and _____ (“Sublessee”), with ~~their~~ its principal address at _____. Sublandlord and Sublessee may hereinafter be individually referred to as a “Party” and are collectively referred to hereinafter as the “Parties” to this Sublease.

RECITALS

A. On or about _____, Sublandlord and _____ (“Master Landlord”) entered into that certain lease agreement dated _____ (“Master Lease”), pursuant to which Master Landlord agreed to lease to Sublandlord the leased premises consisting of approximately ____ square feet of floor space in the store ~~commonly referred to by Master Landlord as~~ located at _____ (the “Leased Premises”), _____, in the City of _____, State of _____ (the “Leased Premises”).

B. The Parties have entered into a franchise agreement (the “Franchise Agreement”) for the ownership and operation of a Wetzel’s Pretzels bakery at the Leased Premises.

C. Sublandlord agrees to sublease to Sublessee, and Sublessee agrees to sublease from Sublandlord, the entire Leased Premises upon the terms and conditions set forth in this Sublease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and below, the receipt and sufficiency of which the Pparties hereby acknowledge, the Pparties hereby agree as follows:

1. SUBLEASE OF LEASED PREMISES. Subject to the terms and conditions of this Sublease, Sublandlord hereby subleases to Sublessee and Sublessee hereby subleases from Sublandlord the Leased Premises.

2. MASTER LEASE AND OTHER AGREEMENTS.

2.1 Subordinate to Master Lease. Except as specifically set forth herein, this Sublease is subject and subordinate to all of the terms and conditions of the Master Lease. Sublessee hereby assumes and agrees to perform the obligations of “Tenant” under the Master Lease as more particularly set forth hereafter. Unless otherwise defined, all capitalized terms used herein shall have the same meanings as given them in the Master Lease. A copy of the Master Lease is attached hereto as **Exhibit A** and incorporated herein by this reference. Sublessee shall not commit or permit to be committed any act or omission which would violate any term, covenant, or condition set forth in the Master Lease. Sublessee shall neither do nor permit anything to be done which would cause the Master Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in Sublandlord under the Master Lease, and Sublessee shall indemnify, defend (with counsel reasonably acceptable to Sublandlord) and hold Sublandlord harmless from and against any and all claims, liabilities, judgments, costs, demands, penalties, liquidated damages, penalties, expenses, and damages of any kind whatsoever, including, without limitation, attorneys’ fees, consultants’ fees, expert witness fees, and costs and court costs; (collectively, “Losses”) by reason of any failure on the part of Sublessee to perform any of the obligations of “Tenant” under the Master Lease which Sublessee has become obligated hereunder to perform, and such indemnity, defense, and hold harmless shall survive the expiration or sooner termination of this Sublease. In the event of the termination of the Master Lease for any reason, then this Sublease shall terminate automatically upon such termination without any liability owed to Sublessee by Master Landlord, or by Sublandlord unless the termination is

and period as the abatement or reduction under the Master Lease. Sublessee shall not be entitled to any further abatement or reduction in Rent, or any other remedies afforded by law.

(i) Whenever in the Master Lease a time is specified for the giving of any notice or the making of any demand by the “Tenant” thereunder, such time is hereby changed, for the purpose of this Sublease only, by adding two (2) business days thereto and whenever in the Master Lease a time is specified for the giving of any notice or the making of any demand by the “Landlord”, such time is hereby changed, for the purpose of this Sublease only, by subtracting two (2) business days therefrom. It is the purpose and intent of the foregoing provisions to provide Sublandlord with time within which to transmit to Master Landlord any notices or demands received from Sublessee and to transmit to Sublessee any notices or demands received from Master Landlord.

2.4 Exclusions. Sublessee shall have no rights under any of the following provisions of the Master Lease: (i) any rights or options to expand, extend, renew or terminate the Master Lease, this Sublease or the Premises, and (ii) any rights of first offer, rights of first negotiation, or similar rights, or any rights to any tenant improvement allowance (except for the tenant improvement allowance as expressly provided herein). All of the incorporated terms of the Master Lease as referenced and qualified above along with all of the following terms and conditions set forth in this document shall constitute the complete terms and conditions of this Sublease.

2.5 Obligations of Sublandlord. Notwithstanding anything herein contained, the only services or rights to which Sublessee is entitled hereunder are those to which Sublandlord is entitled under the Master Lease, and for all such services and rights Sublessee shall look solely to the Master Landlord under the Master Lease, and the obligations of Sublandlord hereunder shall be limited to using its reasonable good faith efforts to obtain the performance by Master Landlord of its obligations, provided Sublessee shall reimburse Sublandlord for all reasonable costs incurred by Sublandlord in such efforts, including, but not limited to reasonable attorneys’ fees. Sublandlord shall have no liability to Sublessee or any other person for damage of any nature whatsoever as a result of the failure of Master Landlord to perform said obligations except for Master Landlord’s termination of the Sublandlord’s interest as “Tenant” under the Master Lease in the event of Sublandlord’s breach of the Master Lease (without cause of Sublessee).

3. LEASE TERM.

3.1 Lease Term. The term of this Sublease (“Lease Term”) shall commence ~~within _____ days of full execution on the Effective Date of this Sublease, but in no event earlier than Sublandlord’s receipt of Master Landlord’s consent of this Sublease (“Commencement Date”)~~, and shall end upon the expiration of the Master Lease (“Expiration Date”), unless sooner terminated pursuant to any provision of the Master Lease applicable to the Leased Premises or the terms of this Sublease.

3.2 Extension Option. Sublessee shall have no right or option to extend or renew this Sublease.

3.3 Sublandlord’s Inability to Deliver the Leased Premises. In the event Sublandlord is unable to deliver possession of the Leased Premises on or before the ~~Commencement~~ Effective Date, Sublandlord shall not be liable for any damage, loss, or expense caused thereby, nor shall this Sublease be void or voidable, and the term hereof shall not be extended by such delay.

3.4 Early Access. If Sublessee, with Sublandlord’s and Master Landlord’s consent, takes possession of the Leased Premises prior to the ~~Commencement~~ Effective Date, Sublessee shall do so subject to all the covenants and conditions of this Sublease and the Master Lease.

4. RENT.

4.1 Generally. Sublessee shall pay or upon the order of Sublandlord each month during the Lease Term of this Sublease, as rent for the Leased Premises, at the places that Sublandlord designates in writing from time-to-time, without notice or any prior demand and without any deduction or set-off, all rental required to be paid by Sublandlord under the Master Lease from and after the Effective Date, including (without limitation) all fixed minimum rent, percentage rent, plus any additional or other rent, interest, tax, charge, or other sum the Master Lease obligates Sublandlord to pay Master Landlord, including, without limitation any common area maintenance fees, operating expenses, taxes, insurance, utilities, construction related fees and chargebacks (collectively, "Rent"), payable within five (5) days before the date specified in the Master Lease for the payment of such Rent. Rent for partial months at the commencement or termination of this Sublease shall be prorated pursuant to the terms outlined in the Master Lease. Rent shall be paid to the Sublandlord at its notice address noted herein, or at any other place Sublandlord may from time to time designate by written notice mailed or delivered to Sublessee. Upon Sublandlord's thirty (30) day prior written notice (email is sufficient), Sublandlord shall have the absolute right to change the means of the payment of Rent and may either begin debiting Rent directly from Sublessee or require Sublessee to pay Rent directly to the Master Landlord, each to become applicable for the immediately following month after such 30-day notice to Sublessee. Concurrently with Sublessee's execution hereof, or at any time thereafter if required by Sublandlord, Sublessee shall sign a pre-authorization, in a form to be provided to Sublessee by Sublandlord, enabling Sublandlord to draw against Sublessee's bank account for the partial or full amount of the Rent and any other amounts due hereunder as and when the same become due. To ensure all Rent and other payments are timely made to the Master Landlord, Sublandlord has the absolute right to draw against Sublessee's bank account such amounts due and owing, or at Sublandlord's election in its sole discretion, Sublandlord shall direct Sublessee to pay such amounts to such address as Sublandlord may specify from time to time by written notice delivered in accordance herewith and Sublessee shall comply with such direction.

4.2 Utilities and Services. *To the extent that utility charges or other services provided to the Leased Premises are not included in Rent,* Sublessee shall pay all utilities and services supplied to the Leased Premises. Such payments will be made directly to the utility provider unless the Master Lease provides otherwise. Notwithstanding the foregoing, Sublandlord may elect to arrange for and/or pay the cost of such utilities directly to the utility provider. If Sublandlord so elects, then Sublessee will pay to Sublandlord any and all amounts due for such utilities upon demand. As may be applicable, Sublandlord may draw against Sublessee's bank account from time to time for the full amount of the cost of such utilities or Sublessee's reasonable estimate of the costs thereof. Any failure to pay the cost of utilities to Sublandlord or any utility provider, as applicable, when due will be deemed a failure to pay Rent hereunder and will entitle Sublandlord to exercise its remedies hereunder.

4.3 Additional Services. If Sublessee shall procure any additional services from Master Landlord, including, but not limited to, after-hours HVAC or security, or if additional rent or other sums are incurred under the Master Lease, Sublessee shall make such payment to Sublandlord or Master Landlord, as Sublandlord shall direct.

4.4 Interest on Late Payments. All Rent payments and other amounts which Sublessee is required to pay Sublandlord under this Sublease will bear interest from and after their respective due dates until paid in full at a rate equal to twelve percent (12%) per annum, calculated and payable weekly, or the highest amount permitted by applicable law, whichever is less. Sublessee acknowledges that this provision is not Sublandlord's agreement to accept late payments or commitment by Sublandlord to extend credit or otherwise finance Sublessee's operation of the WETZEL'S PRETZELS bakery at the Leased Premises. Sublessee further acknowledges that Sublessee's failure to pay all amounts when due will constitute a material breach of this Sublease and be grounds for its termination. Further, acceptance of any interest payment will not be construed as a waiver by Sublandlord of its right in respect of the default giving rise to payment and will not diminish Sublandlord's right to terminate this Sublease on the basis of such default.

5. SUBLEASE SECURITY DEPOSIT & ADMINISTRATIVE CHARGE.

5.1 Security Deposit. Concurrently with Sublessee's execution and delivery of this Sublease, Sublessee shall provide to Sublandlord a sublease security deposit equal to the greater of (i) the form and amount of the security deposit or other form of security (e.g., letter of credit) required per the terms and conditions of the Master Lease, or (ii) one (1) month of Rent calculated as of the Effective Date ("Sublease Security Deposit"). The Sublease Security Deposit shall be held by Sublandlord as evidence of the full and faithful performance by Sublessee of all of the terms, covenants and conditions of this Sublease to be performed by Sublessee during the Lease Term. If Sublessee defaults with respect to any of its obligations under this Sublease, Sublandlord may (but shall not be required to) use, apply or retain all or any part of the Sublease Security Deposit for the payment of any Rent or any other sum in default, or for the payment of any other amount, loss or damage which Sublandlord may spend, incur or suffer by reason of Sublessee's default. If any portion of the Sublease Security Deposit is so used or applied, Sublessee shall, within ten (10) days after written demand therefor, deposit cash with Sublandlord in an amount sufficient to restore the Sublease Security Deposit to its original amount or Sublandlord may draw on Sublessee's bank account the amount that will restore the Sublease Security Deposit to its original amount. Sublandlord shall not be required to keep the Sublease Security Deposit separate from its general funds, and Sublessee shall not be entitled to interest on the Sublease Security Deposit. If Sublessee shall fully and faithfully perform every provision of this Sublease to be performed by Sublessee, the Sublease Security Deposit or any balance thereof shall be returned to Sublessee within thirty (30) days following the expiration of the Lease Term, provided that Sublandlord may retain the Sublease Security Deposit until such time as any amount due from Sublessee in accordance with this Sublease has been determined and paid in full. If Sublandlord sells its interest in the Leased Premises during the Lease Term and if Sublandlord deposits with or credits to the purchaser the Sublease Security Deposit (or balance thereof), then, upon such sale, Sublandlord shall be discharged from any further liability with respect to the Sublease Security Deposit. To the maximum extent permitted by law, Sublessee hereby waives the provisions of Section 1950.7 of the California Civil Code or similarly applicable state law, code, rule, or regulation of the state where the Leased Premises is situated and agrees that the provisions of this **Section 5.1** shall govern the treatment of Sublessee's Sublease Security Deposit in all respects for this Sublease.

5.2 Administrative Charge. Sublessee agrees to pay Sublandlord a monthly administrative charge in the amount of Two Hundred and No/100 Dollars (\$200.00) during the Lease Term. This administrative charge is intended to reimburse Sublandlord for additional administrative costs incurred by Sublandlord to procure insurance and process and administer this Sublease. Sublandlord may increase the monthly administrative charge, from time to time, upon written notice to Subtenant, but in no event shall Sublandlord increase the monthly administrative charge by more than \$100 per month in any given twelve (12) month period.

6. **LEASED PREMISES.**

6.1 Condition of the Leased Premises. Sublessee acknowledges that as of the Effective Date, Sublessee shall have inspected the Leased Premises, and every part thereof, and by taking possession shall have acknowledged that the Leased Premises is in good condition and without need of repair, and Sublessee accepts the Leased Premises "as is", Sublessee having made all investigations and tests it has deemed necessary or desirable in order to establish to its own complete satisfaction the condition of the Leased Premises. Sublessee accepts the Leased Premises in ~~their~~ its condition existing as of the Effective Date, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Leased Premises and any covenants, conditions, or restrictions of record. Sublessee acknowledges that neither Sublandlord nor Master Landlord have made any representations or warranties as to the condition of the Leased Premises or its present or future suitability for Sublessee's purposes. Furthermore, Sublessee represents and warrants that it has not entered into this Sublease in reliance on any representations, warranties or financial projections prepared or furnished to Sublessee by

Sublandlord or Master Landlord, or their respective brokers, employees, representatives, or agents.

6.2 Maintenance and Surrender. Sublessee shall keep the Leased Premises in good order and repair and perform all maintenance, repair and replacement obligations of “Tenant” required under the Master Lease. Upon termination or expiration of this Sublease for any reason whatsoever, Sublessee will immediately surrender the Leased Premises to Sublandlord in the same condition as existed at the Effective Date, except for reasonable wear and tear, and will immediately remove from the Leased Premises all unattached personal property, inventory, furnishings, fixtures, and equipment owned by Sublessee and in which Sublandlord has no security interest. However, all such personal property, inventory, fixtures, furnishings, and equipment will be and remain subject to: (a) the Master Landlord’s rights under the Master Lease; and (b) Sublandlord’s rights under the Franchise Agreement, Master Lease, and/or Site Development Agreement.

7. INSURANCE.

7.1 Sublessee’s Insurance. With respect to the “Tenant’s” insurance under the Master Lease, the same is to be provided and maintained by Sublessee as described in the Master Lease (including, but not limited to, loss of rent insurance), and such policies of insurance shall include as additional insureds Master Landlord and Sublandlord, along with any individual, party or entity as required by Master Landlord or Sublandlord. Sublessee agrees and acknowledges that insurance may be collected by Sublandlord in such a manner reasonably determined by Sublandlord to ensure timely payment of any and all insurance due under the Master Lease or in connection with the Leased Premises to the requisite insurance companies or shall pay such amounts timely and directly to the Master Landlord.

7.2 Waiver of Subrogation. With respect to the waiver of subrogation contained in the Master Lease, such waiver shall be deemed to be modified to constitute an agreement by and among Master Landlord, Sublandlord and Sublessee (and Master Landlord’s consent to this Sublease shall be deemed to constitute its approval of this modification).

8. USE AND ALTERATIONS.

8.1 Use of Leased Premises. Sublessee agrees that the Leased Premises shall be used exclusively for the purpose of operating a franchised WETZEL’S PRETZELS bakery in accordance with the Franchise Agreement, Master Lease, and all applicable laws, regulations and ordinances and for no other purposes without the express written consent of the Master Landlord and Sublandlord, which consent may be withheld in Master Landlord’s and Sublandlord’s sole and absolute discretion.

8.2 Alterations. Sublessee shall not make any improvements, additions, or alterations to the Leased Premises without the express prior written consent of Sublandlord and of Master Landlord (to the extent Master Landlord’s consent is required under the Master Lease), which consent by Sublandlord shall not be unreasonably withheld. Sublessee shall reimburse Sublandlord for all costs which Sublandlord may incur in connection with reviewing Sublessee’s plans for such improvements for any alterations and additions and shall pay for all costs charged by Master Landlord under the Master Lease incurred as a result of Sublessee’s request for consent and construction of such improvements, additions, or alterations. On termination of this Sublease, if required by Master Landlord, Sublessee shall remove any or all of such improvements, additions, or alterations and restore the Leased Premises (or any part thereof) to the same condition as of the date Sublandlord provided Sublessee with access; provided however, if this Sublease terminates, for any reason, prior to the expiration of the Master Lease, then Sublandlord shall have the right to require Sublessee to remove such improvements, additions, or alterations. Should Sublessee fail to remove such improvements, additions, or alterations and restore the Leased Premises on termination of this Sublease unless as otherwise set forth above, Sublandlord shall have the right to do so, and charge Sublessee therefor, plus a service charge of ten percent (10%) of the costs incurred by Sublandlord in addition to any costs or expenses charged by Master Landlord under the Master Lease.

10. DEFAULT AND TERMINATION.

10.1 Events of Default & Termination. Notwithstanding anything to the contrary contained in this Sublease, Sublandlord shall have the right to terminate this Sublease upon the happening of any of the following events:

(a) If Sublessee fails to pay Rent or any other amount, to which Sublessee is obligated by this Sublease to pay when due and payable, within three (3) days after written notice from Sublandlord that such payment is past due;

(b) If the Franchise Agreement entered into by Sublessee expires and is not renewed or is terminated for any reason whatsoever;

(c) If any other agreement between Sublessee or its affiliates and Sublandlord or any of its affiliates should be terminated by Sublessee or its affiliates or by reason of Sublessee's or its affiliates' material default thereof;

(d) If the Master Lease should be cancelled or terminated for any reason whatsoever prior to its expiration date;

(e) If Sublessee should suffer or permit the occurrence of any act or omission which would constitute an event of default by Sublandlord under the terms of the Master Lease which remain uncured after one-half (1/2) of the cure period provided in the Master Lease;

(f) If Sublessee breaches any other provision of this Sublease, and that breach remains uncured after fifteen (15) days written notice from Sublandlord detailing the nature of the breach;

(g) If Sublessee admits in writing Sublessee's inability to pay debts generally as they become due;

(h) If Sublessee makes a general assignment for the benefit of creditors;

(i) If Sublessee institutes proceedings to be adjudicated ~~a~~-voluntarily bankrupt, or consents to the filing of a petition of bankruptcy against it;

(j) If Sublessee is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; or

(k) If Sublessee has a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee or assignee in bankruptcy or in insolvency.

10.2 Sublandlord's Remedies. In the event of a default, Sublandlord shall have the remedies set forth in the Master Lease as if Sublandlord is Master Landlord. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law. In addition to any other remedies available to Sublandlord at law or in equity for default, Sublandlord shall have the following remedies:

(a) Sublandlord shall have the immediate option to terminate this Sublease and the rights of Sublessee by written notice to Sublessee. If Sublandlord elects to terminate, Sublandlord shall have the right to recover from Sublessee as damages:

(i) The worth at the time of the award of any unpaid rental which has been earned at the time of termination; and

(ii) The worth at the time of the award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of rental loss Sublessee proves could have been reasonably avoided; and

(iii) The worth at the time of the award of the amount by which the unpaid rental for the balance of the Lease Term after the time of award exceeds the amount of rental loss Sublessee proves could be reasonably avoided; and

(b) Any other amount necessary to compensate Sublandlord for the detriment proximately caused Sublessee's failure to perform Sublessee's obligations (including the costs and expenses of recovering the Leased Premises and reasonable attorneys' fees) or which would be likely to result from Sublessee's failure; and ~~the~~ the word "rental" shall mean the rental Rent and all other sums required to be paid by Sublessee under this Sublease. The word "award" means a judgment issued or rendered in favor of Sublandlord in a proceeding or action to recover damages from Sublessee. The phrase "at the time of the award" means the date of entry of such a judgment. All sums, other than base rent, shall be computed based on the average monthly amount accruing during the ~~24-24~~-month period preceding the event of default. However, if it becomes necessary to compute the rental before the ~~24-24~~-month period has occurred, the rental shall be computed on the basis of the average monthly amount accruing during that shorter period. As used in paragraphs 10.2a(i) and 10.2a(ii) above, the "worth at the time of the award" is computed by allowing interest at twelve percent (12%) per annum or the maximum rate of interest allowed by the law in the state where the Leased Premises is located. As used in paragraph 10.2a(iii) above, the "worth at the time of the award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco, at the time of award, plus one percent (1%). In order to determine the amounts payable under **Section 10**, any percentage rental shall be included as additional rental and determined based on the average annual gross sales for the thirty-six (36) months (or, if Sublessee has been operating in the Leased Premises less than thirty-six (36) months, on the average gross sales for the twelve (12) month period) preceding the termination of Sublessee's right to possession of the Leased Premises.

(c) **Sublessee's Right to Possession Not Terminated.** To the extent permitted by law, Sublandlord shall also have the remedy described in California Civil Code Section 1951.4 (or similarly applicable law, statute, code, rule, or regulation of the state where the Leased Premises is situated) (i.e., Sublandlord may continue the Sublease in effect after Sublessee's breach and abandonment and recover Rent as it becomes due, if Sublessee has the right to sublet or assign, subject only to reasonable limitations). To this end (if elected), Sublandlord may continue this Sublease in full force and effect, and Sublandlord shall have the right to collect Rent and other sums when due. During the period Sublessee is in default, Sublandlord may enter the Leased Premises and relet them, or any part of them, to third parties for Sublessee's account and alter or install locks and other security devices at the Leased Premises. Sublessee shall be liable immediately to Sublandlord for all costs Sublandlord incurs in reletting the Leased Premises, including, without limitation, attorneys' fees, brokers' commissions, expenses of remodeling the Leased Premises required by the reletting, and like costs. Reletting may be for a period equal to, shorter or longer than the remaining Lease Term of this Sublease and rent received by Sublandlord shall be applied to (i) first, any indebtedness from Sublessee to Sublandlord other than Rent due from Sublessee; (ii) second, all costs incurred by Sublandlord in reletting, including, without limitation, brokers' fees or commissions and attorneys' fees, the cost of removing and storing the property of Sublessee or any other occupant, and the costs of repairing, altering, maintaining, remodeling or otherwise putting the Leased Premises into condition acceptable to a new sublessee or sublessees; (iii) third, Rent due and unpaid under this Sublease. After deducting the payments referred to in this **Section 10.2(c)**, any sum remaining from the Rent Sublandlord receives from reletting shall be held by Sublandlord and applied in payment of future Rent and other amounts as Rent and such amounts become due under this Sublease. In no event shall Sublessee be entitled to any excess rent received by Sublandlord.

MASTER LEASE REQUIRES THAT SUBLANDLORD OBTAIN THE CONSENT OF MASTER LANDLORD TO ANY SUBLETTING BY SUBLANDLORD. THIS SUBLEASE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL MASTER LANDLORD SIGNS A CONSENT TO THIS SUBLETTING SATISFACTORY TO SUBLANDLORD. SUBLESSEE WILL SIGN SUCH CONSENT IF REQUIRED BY MASTER LANDLORD AS REASONABLY PRESENTED BY MASTER LANDLORD.

12. MISCELLANEOUS.

12.1 Notices and Payments. Any notice, demand, request, consent, approval, submittal or communication that either Pparty desires or is required to give to the other Pparty or any other person shall be in writing and ~~either served personally or sent by prepaid, first class certified mail or commercial overnight delivery service~~ given by personal delivery, sent by carrier (i.e. FedEx[®], etc.), U.S. certified mail, return receipt requested, and shall comply with the notice provisions of Section 11.3 of the Franchise Agreement between the Parties to the Sublease, which are hereby incorporated by reference. Notices will be conclusively deemed to be given, delivered, and effective when sent pre-paid and actually left in the custody of an adult agent, employee or resident at a place of business or residence if given by personal delivery; or if given by carrier, twenty-four (24) hours after deposited with carrier, or if by U.S. certified mail, three (3) days after deposited with the U.S. Postal Service Such Notice shall be effective on the date of actual receipt ~~(in the case of personal service or commercial overnight delivery service) or two days after deposit in the United States mail,~~ to the following addresses:

To the Sublandlord: WETZEL'S PRETZELS, LLC
35 Hugus Alley, Suite 300
Pasadena, CA 91103
Attn: ~~Cecilia~~
Medrano Real Estate

With Copy To: WETZEL'S PRETZELS, LLC ~~Attn: Legal Dept.~~
9311 E Via de Ventura
Scottsdale, AZ 85258
Attn: Legal Dept.

To the Sublessee: At the Leased Premises, whether or not Sublessee has abandoned or vacated the Leased Premises or notified the Sublandlord of any other address

When this Sublease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure Section 1161 or any similar or successor statute, law, code, rule, or regulation. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Sublease) shall replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure Section 1162 or any similar or successor statute, law, code, rule, or regulation of the state where the Leased Premises is situated.

12.2 Confidentiality. To the maximum extent allowed by law, the Parties agree to maintain the confidentiality of the terms, covenants, and conditions of this Sublease and the Master Lease. No Pparty shall make any further disclosure of these matters except: (a) to Master Landlord; (b) to their own directors, members, employees, attorneys, accountants, brokers, and insurers on an ~~as~~ as need to know basis; (c) in state or federal tax returns or proceedings; (d) in proceedings to enforce this Sublease; (e) to prospective and actual purchasers of, investors in, and/or lenders to, the Leased Premises; or (f) as otherwise required by law. Any Pparty who believes that he/she/it is or may be required by law to disclose any matter that is the subject of this Sublease shall provide all other Pparties to this Sublease with advance notice of the proceeding

Lease Term hereof in Sublandlord's sole and absolute discretion, Sublandlord shall be and hereby is entirely relieved of the future performance of all covenants and obligations of Sublandlord hereunder if such future performance is assumed by the transferee in a writing and a copy thereof is delivered to Sublessee. Sublandlord may transfer and deliver any security of Sublessee to the transferee of the Tenant's interest under the Master Lease, and thereupon Sublandlord shall be discharged from any further liability with respect thereto if such transferee assumes in writing Sublandlord's obligations with regard to such security in a writing delivered to Sublessee.

12.9 Governing Law. This Sublease shall be governed by and construed and interpreted in accordance with the laws of the state where the Leased Premises is situated.

12.10 Exhibits. All exhibits affixed to this Sublease are made a part of, and are incorporated into, this Sublease. ~~In particular, the Sublease Rider, attached as Exhibit B, reflects certain provisions particular to the Leased Premises and the state in which the Leased Premises are located. If there are any inconsistencies between this Sublease and the provisions of Exhibit B, the provisions of Exhibit B shall prevail.~~

12.11 Offer. Preparation of this Sublease by either Sublandlord or Sublessee or either Pparty's agent and submission of same to Sublandlord or Sublessee shall not be deemed an offer to Sublease. This Sublease is not intended to be binding until executed and delivered by all Parties hereto.

12.12 Indemnification. In addition to the indemnification afforded to Sublandlord via the Master Lease, Sublessee agrees Sublessee shall indemnify, defend (with counsel acceptable to Sublandlord), release and hold harmless Sublandlord and its parent, subsidiaries, affiliates, and each of their respective shareholders, members, managers, directors, officers, employees, and agents from and against all Loses which arise out of or are in connection with Sublessee's use and occupancy of the Leased Premises or this Sublease in any manner not expressly authorized by this Sublease or the Franchise Agreement.

12.13 Due Authority. If Sublessee signs as a corporation, each of the persons executing this Sublease on behalf of Sublessee represent and warrant that they have the authority to bind Sublessee, Sublessee has been and is qualified to do business in the state where the Leased Premises is situated, that the corporation has full right and authority to enter into this Sublease, and that all persons signing on behalf of the corporation were authorized to do so by appropriate corporate actions. If Sublessee signs as a partnership, trust or other legal entity, each of the persons executing this Sublease on behalf of Sublessee represent and warrant that they have the authority to bind Sublessee, Sublessee has complied with all applicable laws, rules and governmental regulations relative to its right to do business in the state where the Leased Premises is situated and that such entity on behalf of the Sublessee was authorized to do so by any and all appropriate partnership, trust or other actions. Sublessee agrees to furnish promptly upon request a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the authorization of Sublessee to enter into this Sublease.

12.14 Attorney Fees. In the event any action or proceeding at law or in equity, bankruptcy court or any arbitration proceeding be instituted by either Pparty, for an alleged breach of any obligation of a Pparty under this Sublease, to recover Rent, to terminate the tenancy of Sublessee at the Leased Premises, or to enforce, protect, or establish any right or remedy of a Pparty to this Sublease, the ~~-~~prevailing Pparty (by judgment or settlement) in such action or proceeding shall be entitled to recover as part of such action or proceeding such reasonable attorneys' fees, expert witness fees, and court costs as may be fixed by the court or jury, but this provision shall not apply to any cross-complaint filed by anyone other than Sublandlord in such action or proceeding.

12.15 Sublandlord's Costs. In any case where Sublessee requests permission from Sublandlord and/or Master Landlord to assign, sublet, make improvements, additions or alterations, or receive any other consent or obtain any waiver from or modification to the terms of this Sublease, Sublessee shall pay to

Sublandlord or Master Landlord, as the case maybe, a reasonable administrative charge and reasonable attorney's fees incurred in reviewing such request or such amount as set forth in this Sublease or Master Lease as the case may be.

12.16 Waiver of Damages. IN NO EVENT SHALL SUBLANDLORD BE LIABLE FOR, AND SUBLESSEE HEREBY WAIVES ANY CLAIM FOR, ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS OPPORTUNITY, ARISING UNDER OR IN CONNECTION WITH THIS SUBLEASE.

12.17 Certified Access Specialist Disclosure [California Only]. A Certified Access Specialist ("CASp") can inspect the Leased Premises and determine whether it complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Leased Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Leased Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Pparties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the ~~premises~~ Leased Premises. As of the Effective Date, the Leased Premises has not been inspected by a CASp, pursuant to California Civil Code §1938.

12.18 Construction. Each Pparty acknowledges for itself/himself/herself that: (a) he/she/it has had full and fair opportunity to consult with and be represented by legal and other counsel of his/her/its choice in connection with all matters relating to this Sublease, all related agreements, and all contemplated transactions under this Sublease and such related agreements; and (b) he/she/it has sought and used all such counsel fully to the extent he/she/it thought necessary and/or desirable. This Agreement has been jointly prepared by the Parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any Pparty under the presumptions of state law, but rather shall be interpreted according to the rules generally governing the interpretation of contracts.

12.19 Exhibits and Attachments. All exhibits and attachments to this Sublease are a part hereof and incorporated herein by reference.

12.20 Multiple Counterparts. This Sublease may be executed in two (2) or more counterparts, each of which shall be deemed an original and ~~both~~ all of which together shall constitute one and the same agreement. This Sublease may be executed by a Pparty's signature transmitted by facsimile ("~~fax~~") ~~by~~ by electronic mail in pdf format ("~~pdf~~") ~~or another form of electronic signature acceptable to Sublandlord such as DocuSign® ("DocuSign"),~~ and copies of this Sublease executed and delivered by means of faxed ~~pdf~~ or DocuSign signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All Pparties hereto may rely upon faxed ~~pdf~~ or DocuSign signatures as if such signatures were originals. ~~Any party executing and delivering this Sublease by fax or pdf shall promptly thereafter deliver a counterpart of this Sublease containing said party's original signature.~~ All Pparties hereto agree that a faxed ~~pdf~~ or DocuSign signature page may be introduced into evidence in any proceeding arising out of or related to this Sublease as if it were an original signature page.

[Remainder of Sublease Page Intentionally Left Blank]

12.21 Joint and Several Liability. IF SUBLESSEE IS AN INDIVIDUAL OR INDIVIDUALS, SUBLESSEE AND HIS/HER/THEIR SPOUSE (IF ANY), OR, IF SUBLESSEE IS OR BECOMES A PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY OR OTHER ENTITY, OR IF THIS SUBLEASE IS ASSIGNED TO A PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY OR OTHER ENTITY, ALL GENERAL PARTNERS, SHAREHOLDERS, OR MEMBERS, ALONG WITH EACH OF THEIR REPECTIVE SPOUSES (IF ANY), MUST SIGN THIS SUBLEASE AND BE BOUND JOINTLY AND SEVERALLY BY ALL ITS PROVISIONS. THE SIGNATORIES TO THIS SUBLEASE REPRESENT AND WARRANT THAT THEY ARE ALL OF THE SOLE-OWNERS, GENERAL PARTNERS, SHAREHOLDERS, OR MEMBERS, ALONG WITH EACH OF THEIR REPECTIVE SPOUSES, OF THE SUBLESSEE.

IN WITNESS WHEREOF, Sublandlord and Sublessee have executed and delivered this Sublease on the date first set forth above.

SUBLANDLORD

Wetzel's Pretzels, LLC, a California limited liability company

SUBLESSEE

_____, a

By: _____
Name:
Title: Authorized Representative

By: _____
Name:
Title: ~~Principal Equity Owner & Authorized Agent~~ Representative

By: _____
Name:
Title: ~~Principal Equity Owner & Authorized Agent~~ Representative

PURSUANT TO SECTION 12.21 OF THIS SUBLEASE, SUBLESSEE AND HIS/HER/THEIR SPOUSE (IF ANY), OR, IN THE EVENT SUBLESSEE IS A PARTNERSHIP, CORPORATION LIMITED LIABILITY COMPANY R OTHER ENTITY, THE SHAREHOLDERS, MEMBERS, PARTNERS, OR EQUITY OWNERS OF SUBLESSEE, ALONG WITH THEIR RESPECTIVE SPOUSES (IF ANY), HEREBY AGREE TO BE BOUND BY, ADHERE TO, AND BE LIABLE FOR, JOINTLY AND SEVERALLY, THE TERMS AND CONDITIONS OF THIS SUBLEASE AND THE PERFORMANCE THEREOF AS OF THE EFFECTIVE DATE.

~~PRINCIPAL EQUITY OWNER OF SUBLESSEE~~

~~PRINCIPAL EQUITY OWNER OF SUBLESSEE~~

By: _____
Name: Name, an individual

By: _____
Name: Name, an individual

EXHIBIT J-1
RECEIPT FOR WETZEL'S PRETZELS DISCLOSURE DOCUMENT

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 we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the signing of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the state agency listed in Exhibit A-1.

The franchisor is Wetzel's Pretzels, LLC, located at 35 Hugus Alley, Suite 300, Pasadena, CA 91103, Telephone (626) 432-6900.

Issuance Date: March ~~27~~⁸, 202~~6~~⁵

We authorize the agents listed in Exhibit A-2 to this disclosure document to receive service of process for us. On _____, I received a disclosure document dated March ~~27~~⁸, 202~~6~~⁵, that included the following exhibits:

ADDENDUM: STATE SPECIFIC DISCLOSURES

- A-1: State Administrators
- A-2: Agents for Service of Process
- B-1: Financial Statements
- B-2: Performance Guaranty
- C-1: Franchise Agreement

ATTACHMENTS:

- 1: Approved Location, Bakery Type and Protected Area (or Development Territory)
- 2: Special Release of Claims (Sample)
- 3: Authorization Agreement for Prearranged Payment
- 4: Assignment of Telephone Numbers, Email Address and URL's and Special Power of Attorney
- 5: Lease Provisions
- 6: Nondisclosure and Noncompetition Agreement

- 7: Personal Guaranty and Subordination Agreement
- 8: Remote Mobile Unit Addendum to Franchise Agreement (for existing franchisees whose Franchise Agreements provide for Remote Mobile Units)
- 9: Concession Truck or Trailer Amendment
- D: Asset Purchase Agreement (For Sale of a Corporate Bakery to a Franchisee) with Promissory Note and Security Agreement and Guaranty (if applicable)~~Intentionally Omitted~~
- E-1: Current Franchisees
- E-2: Former Franchisees
- F: ~~Intentionally Omitted~~ Participation Agreement
- G: Sublease Agreement
- H: Manual Table of Contents
- I: State Effective Dates
- J-1: Receipt (Your copy)
- J-2: Receipt (Our copy)

EXHIBIT J-2
RECEIPT FOR WETZEL'S PRETZELS DISCLOSURE DOCUMENT

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 we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the signing of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the state agency listed in Exhibit A-1.

The franchisor is Wetzel's Pretzels, LLC, located at 35 Hugus Alley, Suite 300, Pasadena, CA 91103, Telephone (626) 432-6900.

Issuance Date: March 27~~8~~, 202~~6~~5

We authorize the agents listed in Exhibit A-2 to this disclosure document to receive service of process for us. On _____, I received a disclosure document dated March 27~~8~~, 202~~6~~5, that included the following exhibits:

ADDENDUM: STATE SPECIFIC DISCLOSURES

- A-1: State Administrators
- A-2: Agents for Service of Process
- B-1: Financial Statements
- B-2: Performance Guaranty
- C-1: Franchise Agreement

ATTACHMENTS:

- 1: 1. State Specific Addendum to Wetzel's Pretzels® Franchise Agreement
- 2: Approved Location, Bakery Type and Protected Area (or Development Territory)
- 3: Special Release of Claims (Sample)
- 4: Authorization Agreement for Prearranged Payment
- 5: Remote Mobile Unit Addendum to Franchise Agreement
- 6: Assignment of Telephone Numbers, Email Address and URL's and Special Power of Attorney
- 7: Lease Provisions
- 8: Nondisclosure and Noncompetition Agreement

- 9: Personal Guaranty and Subordination Agreement
- 10. Concession Truck or Trailer Amendment
- 11. 10.11. Lease Review and/or Negotiation Agreement and Release
- D: Asset Purchase Agreement (For Sale of a Corporate Bakery to a Franchisee) with Promissory Note and Security Agreement and Guaranty (if applicable) ~~Intentionally Omitted~~
- E-1: Current Franchisees
- E-2: Former Franchisees
- F: Intentionally Omitted Participation Agreement
- G: Sublease Agreement
- H: Manual Table of Contents
- I: State Effective Dates
- J-1: Receipt (Your copy)
- J-2: Receipt (Our copy)