

## Special Risks to Consider About *This Franchise*

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

**Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with the Franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the Franchisor in Texas than in your own state.

**Short Operating History.** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

**Mandatory Minimum Payments.** You must make minimum management fee payments regardless of your sales levels. Your inability to make payments may result in termination of your franchise and loss of your investment.

**Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the Franchisor, its affiliates, or suppliers that the Franchisor designates, at prices the Franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

**Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its services or products with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the services or products you offer.

**Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

**Turnover rate.** During the last 3 years 55 outlets were terminated, not renewed, reacquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

**Turnover rate.** During the last year, a large number of franchised outlets (20), which is a high percentage of franchised outlets (more than 64%) were terminated, not renewed, re-acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

**Turnover rate.** During the last 2 years, a high percentage of franchised outlets (more than 68%) transferred ownership or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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

**SUPREME SERVICE SOLUTIONS, INC.**  
**FRANCHISE DISCLOSURE DOCUMENT**

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**ITEM 5  
INITIAL FRANCHISE FEES**

You will pay to us an initial franchise fee of up to \$50,000 (minimum of \$5,000) (“Initial Franchise Fee”) when you sign the Franchise Agreement or, at our election, when you open your Deli Kiosk, which in either case is payable to us in a lump sum. The amount of the Initial Franchise Fee and timing for payment is determined based upon factors such as expected sales based on historical average weekly sales data collected by Franchisor, geographic location of the proposed Deli Kiosk, seasonality, and other considerations that may influence the expected results of the franchised business.

If we exercise our right to terminate the Franchise Agreement during the first year of the Franchise Agreement for any reason other than a default as set forth in Article 14 of the Franchise Agreement, we (i) will refund to you an amount equal to the Initial Franchise Fee actually paid, prorated in accordance with the number of days remaining in such first year of the Franchise Agreement; (ii) waive Section 16.3 of the Franchise Agreement; and (iii) purchase your remaining inventory and supplies at a fair market value at the time of termination. After the initial one-year term of the Franchise Agreement, we are not obligated to return any portion of the Initial Franchise Fee if the Franchise Agreement is terminated by you or us for any reason.

Initial Equipment and Supply Costs:

Before you open your Deli Kiosk, you must purchase equipment, labels, packaging and utensils in accordance with the Brand Standards Manual (as defined below) from us at a total cost of \$3,000 to \$15,000 or from a supplier approved by us in writing. At your request, we will provide all or a portion of the foregoing items and deduct the cost of such items from your share of the revenue of the Deli Kiosk until we have been fully reimbursed. These costs are nonrefundable. Additionally, there will be a rental fee of \$100 per month for the labeling machine provided by Franchisor, and you will pay for the first month before you open your Deli Kiosk.

**ITEM 6  
OTHER FEES**

Type of Fee <sup>1</sup>	Amount	Due Date	Definitions/Remarks
Hosting Fee, Franchise Fee, and Franchisee Payment	We and <u>the</u> Host Location collectively withhold 30 – 40% of your weekly Gross Sales. The Occupancy Agreement (which is negotiated solely between us and the Host) will generally allocate the withheld amount between us and the Host Location as follows:  <u>Hosting Fee:</u> Host Location will withhold 15 – 35% of weekly Gross Sales	Paid on or before the Monday each week after the Revenue Processing Period.	“ <u>Gross Sales</u> ” means the total amount of revenue collected from the sale of all goods or services provided by and/or from the Deli Kiosk and all other income of every kind and nature related to the Deli Kiosk, except (i) federal, state, or municipal sales taxes collected by the Host Location from customers and paid by the Host Location to the appropriate taxing authority and (ii) any refunds, returns or credit

Type of Fee <sup>1</sup>	Amount	Due Date	Definitions/Remarks
	<p>(the “<u>Hosting Fee</u>”)</p> <p><u>Franchise Fee:</u> We will withhold up to the remaining 5 – 25% of weekly Gross Sales (the “<u>Franchise Fee</u>”)</p> <p><u>Franchisee Payment:</u> You receive the remaining 59% – 75% of weekly Gross Sales (the “<u>Franchisee Payment</u>”).</p>		<p>card chargebacks.</p> <p>“<u>Revenue Processing Period</u>” means 8 weeks after the Deli Kiosk begins operating.</p> <p>See <b>Note 1</b> below and Article 4 of the Franchise Agreement for further information.</p>
Management Fee	An amount equal to the greater of \$400 or 2% of the prior biweekly period’s Gross Sales of each Deli Kiosk you operate (unless a lower Management Fee is otherwise provided for in the Franchise Agreement)	Paid on or before Monday each week after the Revenue Processing Period	The bi-weekly management fee is compensation to us to help offset the costs of our onsite food quality and safety inspections at your franchise location, which are conducted 4 –6 times per year. The management fee is also compensation to us to help offset the costs of our periodic onsite supervisory visits to your location by our personnel. Such costs include the expenses we incur for our supervisory personnel for travel, lodging, meals, completion of reports, and other administrative expenses. The frequency of such visits may depend on the volume of sales experienced by a franchisee as well as the results of the last inspection conducted by Franchisor.
Inventory Order Processing Fee	\$50 per order, as applicable	Paid on or before Monday each week after the Revenue Processing Period	Franchisee may request to order certain inventory or supplies through accounts maintained by

Type of Fee <sup>1</sup>	Amount	Due Date	Definitions/Remarks
Labeling Machine Rental Fee	\$100 a month	Payable by the 10 <sup>th</sup> of each month	Payable to us.
Mandatory Franchisor Insurance Program Insurance Premiums and Administrative Fee	\$500 to \$1,200 a month in premiums plus an administrative fee of up to \$200 per month (currently \$5 per month)	Payable by the 10 <sup>th</sup> of each month	Payable to us or our mandatory insurance provider, as we deem appropriate.
Non-Compliance Fees	\$0 – \$7,000 per breach (depending on the nature of the breach of the Franchise Agreement)	On Demand	See <b>Note 6</b> below.
<del>Liquidated Damages</del>		<del>On Demand</del>	
Manual Replacement Fee	\$2,000	On Demand	Payable to us
Inspection Fees	\$235	On Demand	See <b>Note 7</b> below.
Extended Producer Responsibility (EPR) Fees	Actual costs, as established by state law or regulation, a producer responsibility plan, and/or a producer responsibility or stewardship organization, plus any applicable administrative charges and other fees.	Upon demand	Payable to us or an affiliate.

**Notes:**

<sup>1</sup> All fees and expenses described in this **Item 6** are nonrefundable. Unless we have otherwise indicated in the preceding chart, all fees and expenses are imposed by, and are payable to, us. Generally, all fees are uniformly imposed on our Franchisees, but we may, in our sole discretion, negotiate some other type or amount of fees under certain circumstances in accordance with our then-current Brand Standards Manual (the “Brand Standards Manual”). ~~Except as specifically stated above, these amounts may be subject to increases based on changes in market conditions, our cost of providing services, and future policy changes.~~ Monthly payments must be paid by the 10th day of each month. You may not withhold or offset payments based on our alleged non-performance under the Franchise Agreement. We may, however, offset any and all fees and other amounts due us from you against all Franchisee Payments owed to you; provided, however, that Franchisor generally does not deduct more than 50% (although Franchisor may deduct more than 50% in its sole discretion) of the Franchisee Payment owing to Franchisee to apply against amounts owed to Franchisor by Franchisee (including the Franchise Fee). If any payment is overdue, you must pay us the overdue amount plus interest from the due date at the rate

- Second occurrence and beyond -> \$250 non-compliance fee

**Fines Structure for other violations of the Brand Standards Manual:**

1. Door Dash Violations (fines are separate and will not be counted toward regular fines)
  - First/Second warning notice -> \$0 non-compliance fee and verbal warning (MUST be documented in SafetyCulture report used to support request)
  - Third warning notice -> \$0 non-compliance fee and written warning
  - Fourth warning notice and beyond -> \$50 non-compliance fee

As set forth in the Brand Standards Manual, franchisees may be required to pay noncompliance fees for breaches of their obligations under the Franchise Agreement and the Brand Standards Manual. Franchisees will be provided with a current copy of the Brand Standards Manual, which may be amended from time to time.

<sup>7</sup> A third party auditing service provides a complete inspection of the Deli Kiosk for compliance to food safety, quality and brand specific audit criteria. These audits are required by the Host Location. The auditor will score the Deli Kiosk, and if the Deli Kiosk fails the inspection, a re-audit process is initiated. You will be charged the re-audit fee, in addition to any fines that may be levied as a result of violations of the Brand Standards Manual.

**ITEM 7  
YOUR ESTIMATED INITIAL INVESTMENT (SEE NOTE 1 BELOW)**

Type of expenditure	Actual or Estimated Cost Low – High	Method of Payment	When Due	To Whom Payment Will Be Made
Initial Franchise Fee	\$5,000 – \$50,000	As arranged	Prior to opening; See <b>Item 5</b>	<a href="#">YummiSSS</a>
Kitchen Equipment and Supplies (See <b>Note 2</b> below)	\$3,000 – \$15,000	As arranged	Net 45 days after purchase from <a href="#">YummiSSS</a> ; As arranged with suppliers	<a href="#">YummiSSS</a> /Suppliers
Initial Inventory (First Month) (See <b>Note 3</b> below)	\$4,050 – \$40,500	As arranged	Net 45 days after purchase from <a href="#">YummiSSS</a> ; As arranged with suppliers	Suppliers/ <a href="#">YummiSSS</a>
Training (See <b>Note 4</b> below)	Estimated at \$1,720	As arranged	Prior to opening	Travel, lodging and dining arrangement vendors.
Additional Funds	\$14,200 – \$179,900	As arranged	When due	Suppliers/ Employees/

Type of expenditure	Actual or Estimated Cost Low – High	Method of Payment	When Due	To Whom Payment Will Be Made
Post-Opening (first 3 months) (See <b>Note 5</b> below)				<del>Yummi</del> SSS
TOTAL	\$27,975 – \$288,125			

**Notes:**

<sup>1</sup> The above chart provides a good faith estimate of your initial investment for one Deli Kiosk. Except as set forth in Item 10, neither Franchisor nor an affiliate provides any financing arrangement with respect to the initial investment.

<sup>2</sup> The estimate given covers the cost of kitchen equipment, small wares, like cooking, serving, and other utensils for food preparation. We require you to purchase certain kitchen equipment, including cooking, sanitizing, washing, and processing equipment that meets our specifications. What equipment is necessary will be determined by the Franchisor depending on the specifications and workspace available for the Deli Kiosk in the Host Location.

<sup>3</sup> The estimated cost of your initial inventory should be in the range set forth in the table above based on the analysis conducted by Franchisor as set forth in the Initial Inventory Cost set forth in **Item 5** above. For example, the low end of the range is the estimated cost to cover the initial month of supplies and other inventory at a lower volume location and the high end of the range is the estimated cost to cover the initial month of supplies and other inventory at what would be considered our highest volume location.

<sup>4</sup> We provide initial training for up to five (5) of your personnel (in addition to your Managing Owner and Operating Partner). Initial training is generally conducted at regional locations determined by us from time to time based on the number and geographic distribution of Franchisees, and training is not typically conducted at our site in Dallas, Texas. The costs you may incur in connection with attending initial training will vary depending on the location of the training, travel arrangements, lodging and dining preferences, and the wages and expenses of your attendees. This is merely an estimate of the costs that you may incur for our initial training program. Actual costs may vary depending on the training location and the arrangements made by each Franchisee and its chosen attendees.

<sup>5</sup> This is our estimate of the amount needed to cover your expenses for the start-up phase of the business, including food and ingredient inventory (not already included in the “Initial Inventory”), payroll (Franchisee will generally need to hire one employee for every \$3,000 in weekly sales at an average cost of \$800 per week per employee), and other costs, including participation in promotional and advertising activities as the Franchisor may require. The low-end estimate is generally based upon lower sales volume locations with fewer employees, equipment inventory and other volume-dependent costs and expenses than higher volume locations will require. For the purpose of this disclosure document, we have estimated the start-up phase to be three (3) months from the date the Deli Kiosk opens for business.  
~~These figures are estimates and we cannot assure you that you will not have additional expenses starting the Deli Kiosk.~~

To our knowledge, none of the expenditures described above are refundable, unless otherwise indicated herein. However, some of the costs of certain supplies (e.g., usable deli items or non-perishable

foods acquired from us or our affiliates) may be refundable upon termination of the Franchise Agreement.

## **ITEM 8** **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

### Initial Inventory Cost:

At the opening of your business, we anticipate the cost of inventory you will need for the first month of operations to be between \$4,050 – \$40,500 depending on the estimated sales volume for your franchise at the Host Location. Initial inventory must be purchased from the Host Location or a local deli distributor. Sales volume is based on our analyses of the geographic location of your franchise, the average number of customers who shop at the Host Location on a daily basis, the demographics of the area in which the Host Location typically draws its customers, including information regarding average income levels, household size, age of the area's residents and the likelihood of the area's residents to be customers for Franchisor's products.

### Purchases from Designated and Approved Suppliers

#### Products:

You must purchase all equipment, food inventory, packaging, labels, utensils and other supplies used or offered for sale at the Deli Kiosk solely from the Host Location, a local deli distributor, us or a supplier previously approved by us in writing. To the extent any products are permitted to be purchased from others, they shall be purchased by Franchisee from suppliers (including manufacturers, distributors and other sources) who demonstrate, to the continuing satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such items, who possess adequate quality controls and capacity to supply Your needs promptly and reliably; and who have been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier; and who have not thereafter been disapproved. Franchisor may withhold approval of any supplier in its sole discretion. In addition to the criteria listed in the preceding sentence, Franchisor may maintain additional internal requirements that such suppliers and the Host Location must meet. In the event Franchisor approves a supplier, Franchisor will promptly notify Franchisee of such approval in writing. There is no fee associated with applying for approval of a supplier. In the event Franchisor approves franchisee to purchase any items from suppliers other than Franchisor or the Host location, you will be required to secure such supplier's signature to agreements Franchisor may require, including, without limitation, a confidentiality agreement acceptable to Franchisor, as conditions precedent to any approval by Franchisor. Franchisor does not negotiate any purchase agreement or arrangement by and between franchisees and suppliers, including the Host Location. Franchisor does not provide any material benefits to any franchisee based on the franchisee's purchase of products or services or use of designated or approved suppliers. No officer or manager of Franchisor has any ownership interest in any supplier you are required to use, other than Franchisor. No purchasing or distribution cooperatives exist.

[As noted above and below, you must purchase all equipment, packaging, labels and utensils used or offered for sale at the Deli Kiosk from us. As noted below, we are currently also the sole approved supplier for our current mandatory group insurance program.](#)

Franchisor has the right to require that its representatives be permitted to inspect any supplier's facilities at any time, and that samples from any such supplier be delivered, at any time, either to Franchisor or to an independent laboratory designated by Franchisor for testing. You may be charged up to the cost of the

inspection and the test by Franchisor or its or its designee. Without limiting your liability therefor, you may require reimbursement or direct payment by the supplier for such charge.

Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any previously approved supplier and to revoke its approval for, among other reasons, the supplier's failure to continue to meet any of Franchisor's then-current criteria. Any such revocations by the Franchisor of previously approved supplier will be communicated to Franchisees in writing.

You must comply with all of our standards and specifications (as set forth in the Manual) for the purchase of all food and beverage items, ingredients, supplies, equipment and other products used or offered for sale at the Deli Kiosk. Franchisee shall label all products for sales tracking processing using a label machine provided by Franchisor at a cost of \$100 per month.

Franchisor or its affiliates may derive revenue or other material consideration from required purchases or leases by Franchisees. Upon the request of Franchisee, Franchisor will disclose the consideration it or its affiliates has received from purchases and/or leases that are required by Franchisor by disclosing Franchisor's (or its affiliate's) total revenue from such required purchases and/or leases for each fiscal year of the last three fiscal years. In the event of such required purchases or leases and upon the request of Franchisee, Franchisor will also disclose (i) an estimate of the total amount of Your expenses for the next fiscal year, (ii) an estimate of the total amount of Your required purchases and/or leases for the next fiscal year, and (iii) the percentage of the amount in clause (ii) that is the amount in clause (i).

With respect to our last fiscal year, our total revenue was \$165,988,858 and we recognized revenue with respect to product sales, billed shipping of product, and services provided to [Produce Kiosk and Deli Kiosk](#) franchisees of \$8,662,728 in 2025 (5.22% of our total revenue). [We do not have any parents or affiliates that are suppliers to our Produce Kiosk or Deli Kiosk franchisees.](#)

#### Advertising:

All of your advertising and promotions must conform to our standards and requirements. We must approve all advertising and promotional plans and materials before you use them if we did not prepare or previously approve them during the twelve (12) months preceding the date of their proposed use. You must submit any unapproved plans and materials to us, and we will use reasonable efforts to approve or disapprove them within fourteen (14) days after we receive them. You must not use the plans or materials until we have approved them, and must promptly discontinue using any advertising or promotional plans or materials if we notify you to do so. You must purchase certain advertising and promotional materials from our approved suppliers.

#### Insurance:

##### *Our Then Current Mandatory Group Insurance Program*

Unless we agree otherwise in writing, you must participate in our then current mandatory group insurance program for your Deli Kiosk, and pay all related then current premium fees and costs associated with participation in such then current mandatory group insurance program. We charge an administrative fee that we set based on our cost of reinsurance and administration of the program. See Item 6. Currently, the mandatory group insurance program coverage includes insurance policies protecting you and us and certain of our related parties against any demand or claim for personal injury, death or property damage, or any loss, liability or expense related to the operation of the Deli Kiosk, as follows:

Without limiting any other remedies available to us, if you or your owners fail to comply with the requirements of the Franchise Agreement concerning confidentiality, it will cause us irreparable injury and you and your owners must (in addition to any other remedies we have) pay all our court costs and our reasonable attorneys' fees incurred in obtaining specific performance of, or an injunction against any violation of, the requirements of the agreements concerning confidentiality.

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

If you are operating as a corporation, a partnership or other business entity, when you sign the Franchise Agreement, you must designate an individual Owner to serve as your “Managing Owner.”

Your Managing Owner or Operating Partner (as defined below), as applicable, must (i) own the largest percentage share of ownership in you, but in no event less than ten percent (10%), (ii) be authorized by you to bind you in any dealings with us and your authorized distributors, suppliers, and contractors, (iii) be authorized by you to direct any actions necessary to ensure compliance with the Franchise Agreement, and (iv) unless an Operating Partner is appointed, devote his or her full time and best efforts to the operations of the Deli Kiosk with no operational or management commitments to other businesses. Your Managing Owner (or Operating Partner) must also satisfy our training requirements. Except as may be permitted under the Franchise Agreement, the Managing Owner's interest in you must remain free of any encumbrance (including any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options).

We may require you, your Managing Owner, Operating Partner and your other Owners and officers to sign agreements to be individually bound by certain covenants, including covenants protecting our confidential and proprietary information and/or covenants not to compete. We may, at our sole discretion, require your Managing Owner, Operating Partner, and any other of your Owners to guarantee your performance under the Franchise Agreement, including but not limited to your financial obligations. If a guarantee is not required by us upon execution of the Franchise Agreement, we reserve the right if you are in monetary default under the Franchise Agreement (even if cured), to require any or all of your Owners to sign the Guaranty of Franchise Agreement, in addition to our other rights and remedies under the Franchise Agreement.

You cannot change your Managing Owner or your Operating Partner without our prior written consent.

We have the right to require you to comply with covenants against the use and disclosure of any confidential information and covenants not to compete by your Owners, Operating Partners, managers and any other employees or agents who have received or will receive access to our training or confidential information. All of the required covenants must be substantially in the form of those included in the Franchise Agreement attached hereto as **Exhibit A**.

We do not require your spouse to sign any personal guaranty, confidentiality agreement or non-competition agreement unless they are independently an Owner or Operating Partner (as to any personal guaranty) or an Owner, Operating Partner, manager or employee who have received or will receive access to our training or confidential information (as to the covenants in **Exhibit A**).

Category	Section of Franchise Agreement	Summary
by Franchisee		
m. Conditions for Franchisor approval of transfer	13.3	You must: pay all amounts due us or our affiliates; not be in default of your Franchise Agreement; execute a general release; pay a transfer fee and potentially an early transfer fee; remain liable for pre-transfer obligations. Your proposed transferee must sign a written agreement agreeing to assume all obligations of your Franchise Agreement; meet our criteria for becoming a franchisee; sign our then-current Franchise Agreement; complete our training program; if proposed transferee is an entity, it must show us its compliance with the representations and warranties and covenants in the Franchise Agreement; and satisfy other reasonable conditions that we require.
n. Franchisor's right of first refusal to acquire Franchisee's business	13.6 and Attachment E	Within 30 calendar days after notice, we have the option to purchase the transferred interest on the same terms and conditions.
o. Franchisor's option to purchase Franchisee's business	Not applicable	Not applicable
p. Death or disability of Franchisee	13.7	Upon death or permanent disability of any person with an ownership interest in Franchisee, the franchise must be transferred to someone approved by us within two-three months from such death or within six months after notice to Franchisee regarding such permanent disability.
q. Non-competition covenants during the term of the franchise	16.3(a)	<u>Subject to applicable state law</u> , <del>Y</del> you are prohibited from: diverting or attempting to divert any business or customer to any competitor of ours or taking any actions that injure or prejudice the Proprietary Marks and System; having any interest in any competitive Deli Kiosk/restaurant business <u>(subject to applicable state law)</u> .
r. Non-competition covenants after the franchise is terminated or expires	16.3(b) and (c)	<u>Subject to applicable state law</u> , <del>F</del> for a period of two years after the earliest of the termination or expiration of your Franchise Agreement and the transfer of all of your interest in the Franchise Agreement and for a period of one year after any individual or entity ceases to be a "Franchisee's Owner", you and such individual/entity, as applicable, are prohibited from: diverting or

Category	Section of Franchise Agreement	Summary
		attempting to divert any business or customer to any competitor or taking any actions that injure or prejudice the Proprietary Marks and System; having any interest in any competitive Deli Kiosk/restaurant business located within the United States (subject to <a href="#">applicable</a> state law).
s. Modification of the agreement	20.1	Except for changes we are permitted to make under your Franchise Agreement, no amendment, change, or variance from the Franchise Agreement will be binding unless mutually agreed to and executed by the parties.
t. Integration/Merger clause	20.1	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding. We may not disclaim representations made in the disclosure document. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	21.2	Subject to state law, either party may submit claims or disputes to non-binding mediation; the non-binding mediation will be conducted through either an individual mediator or a mediation service organization. Otherwise, either party may submit their claims or disputes to be resolved in an arbitration proceeding conducted by JAMS (formerly Judicial Arbitration and Mediation Services).
v. Choice of forum	21.3	<p>Unless contrary to applicable state law and subject to the requirement in Section 21.2 of the Franchise Agreement to resolve disputes by arbitration or mediation, the venue for all court proceedings related to the Franchise Agreement is under the exclusive jurisdiction of the State Courts of Texas, located in Collin County, Texas, and the United States Federal District Court for the Northern District of Texas, Dallas Division.</p> <p>In addition to the provisions noted in this chart, the Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Sections 21.7 and 21.8 of the Franchise Agreement. We recommend that you carefully review all of these provisions, and the entire contract, with a lawyer.</p>

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discretion, to deliver copies of any notices to Franchisee under this Franchise Agreement to Franchisee's lender(s), landlord(s), and other similar third-parties, as the case may be. Notices delivered by Franchisor via email shall be deemed effective upon transmission, regardless of whether Franchisee acknowledges receipt.

Notices to Franchisor:

Supreme Service Solutions, Inc.  
251 Renner Pkwy.  
Richardson, TX, 75080  
Attn: Franchise Compliance Department  
Email: legal@gbcfoodsolutions.com

Notices to Franchisee and Owners:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**ARTICLE 20\_  
MISCELLANEOUS PROVISIONS**

Section 20.1 **Entire Agreement.** This Franchise Agreement, the documents referred to herein, and the Attachments hereto constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof, and shall supersede all prior and contemporaneous agreements, discussions, correspondence, understandings and/or communications in any form or format between the Parties hereto with respect to the subject matter hereof. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Franchise Agreement shall be binding on either Party unless mutually agreed to by the Parties and executed by their authorized officers or agents in writing. In entering into this Franchise Agreement, no Party is relying on any promise, warranty, inducement or representation by the other Party other than those expressly set forth herein; ~~provided, however, that, n~~Nothing in ~~this Franchise~~the Agreement ~~or in any related agreement~~ is intended to disclaim ~~any~~the representations made ~~by Franchisor in the franchise disclosure document provided to~~in the Franchisee ~~by Franchisor~~Disclosure Document.

Section 20.2 **Severability.** Except as expressly provided otherwise in this Franchise Agreement, each covenant, obligation, restriction, remedy, and provision of this Franchise Agreement is severable and independently enforceable, and if any provision (or any portion, application, or circumstance thereof) is determined by a court, arbitrator, or governmental authority of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any present or future applicable law or regulation, such determination shall not impair, invalidate, or otherwise affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect and bind the Parties; moreover, to the fullest extent permitted by applicable law, the Parties intend that any such provision shall be enforced to the maximum lawful extent and hereby authorize and request the adjudicating authority to modify, construe, reform, or "blue pencil" the provision only to the minimum extent necessary to render it valid and enforceable while preserving its original intent and protective purpose for Franchisor, its System, Confidential Information, brand, goodwill, and other legitimate business interests, and if the adjudicating authority lacks authority to reform or modify the provision, the invalid portion shall be deemed severed solely to the extent of the invalidity and the Parties shall be

4. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH A COPY OF THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS BEFORE SIGNING THE AGREEMENT.
5. OUR WEBSITE (<https://www.gbcfoodsolutions.com/>) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).
6. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF EACH PROPOSED AGREEMENT RELATING TO THE GRANT OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF THE AGREEMENT.
7. 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.
8. Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, Any provision of a franchise agreement, franchise disclosure document, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:
  - (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
  - (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
  - (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
  - (d) Violations of any provision of this division.
9. [Article 22 of the Franchise Agreement is deleted in its entirety.](#)
10. [The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.](#)

**ADDENDUM TO SUPREME SERVICE SOLUTIONS, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF MINNESOTA**

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

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. Items 5 and 7 are amended to add the following:

Based upon the franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

2. The following is added to Item 17 of the Disclosure Document:

Under Minnesota law and except in certain specified cases, we must give you 90 days' notice of termination with 60 days to cure. We also must give you at least 180 days' notice of its intention not to renew a franchise, and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Agreement is inconsistent with the Minnesota law, the Minnesota law will control.

To the extent that any condition, stipulation or provision contained in the Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with the Minnesota Franchises law, such condition, stipulation or provision may be void and unenforceable under the nonwaiver provision of the Minnesota Franchises Law.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

**ADDENDUM TO SUPREME SERVICE SOLUTIONS, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF RHODE ISLAND**

The following language will apply to Disclosure Documents issued in Rhode Island and be attached by addendum to Agreements issued in the state of Rhode Island:

If any of the provisions of this disclosure document (Risk Factor 1., Cover Page, and Item 17) are inconsistent with §19-28.1-14 of the Rhode Island Franchise Investment Act, which states that a provision in an Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act, then said Rhode Island law will apply.

**ADDENDUM TO SUPREME SERVICE SOLUTIONS, INC.**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**FOR THE STATE OF SOUTH DAKOTA**

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document and will apply to all franchises offered and sold under the laws of the State of South Dakota:

1. Item 5 is amended to add the following:

Based upon the franchisor's financial condition, the South Dakota Securities Regulation Office has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens for business.

No statement, questionnaire, or acknowledgment signed or agreed to by franchisor 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 franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

- g. Nothing in this or in any related agreement, however, is intended to disclaim the representations Franchisor made in the franchise disclosure document that Franchisor furnished to Franchisee.
- h. 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.
- ~~i. Based upon our financial condition, the California Department of Financial Protection and Innovation has imposed a fee deferral requirement. Accordingly, you will not be required to pay the initial franchise fees due to us and/or our affiliates until we have completed all our pre-opening obligations to you and you begin operating your franchise business.~~
- i. Article 22 of the Franchise Agreement is deleted in its entirety.
- j. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

**FRANCHISOR**

**FRANCHISEE**

**SUPREME SERVICE SOLUTIONS, INC.,**  
**a Texas corporation**

\_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT TO SUPREME DELI  
FRANCHISE AGREEMENT  
FOR THE STATE OF ILLINOIS**

The Supreme Deli Franchise Agreement between \_\_\_\_\_ (“Franchisee” or “Franchisee”) and SUPREME SERVICE SOLUTIONS, INC. (“Franchisor”) dated \_\_\_\_\_ (the “Franchise Agreement”) will be amended by the addition of the following language, which will be considered an integral part of the Franchise Agreement (the “Amendment”):

**ILLINOIS LAW MODIFICATIONS**

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

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

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

No statement, questionnaire, or 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 franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Franchisor will not require or accept the payment of any initial franchise fees until (a) Franchisor has fulfilled its pre-opening obligations under the Franchise Agreement and the Franchise Disclosure Document, and (b) Franchisee is open for business. The Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition.

~~Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Illinois law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.~~

~~2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Illinois law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.~~

payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

f. Sections 22.1 through 22.3 (Acknowledgments) of the franchise agreement are deleted in their entirety and not applicable in Maryland.

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

4. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

**FRANCHISOR**

**FRANCHISEE**

**SUPREME SERVICE SOLUTIONS, INC.,**  
**a Texas corporation**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Date: \_\_\_\_\_

release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

e. If the Franchise Agreement and/or the Franchise Disclosure Document requires that it be governed by a state's law, other than the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. If the Franchise Agreement and/or the Franchise Disclosure Document requires Franchisee to sue Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

g. Minn. Rule 2860.4400J. prohibits Franchisor from requiring Franchisee to consent to liquidated damages and prohibits waiver of a jury trial. If the Franchise Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Minn. Rule, the provisions of the Franchise Agreement and/or the Franchise Disclosure Document shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

h. Franchisee cannot consent to the Franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if a bond is required.

i. The Limitations on Actions section must comply with Minnesota Statutes, Section 80C.15, Subd. 5.

j. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

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

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Based upon the franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

34. Each provision of this Agreement and/or the Franchise Disclosure Document will be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

45. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

**FRANCHISOR**

**FRANCHISEE**

**SUPREME SERVICE SOLUTIONS, INC.,  
a Texas corporation**

\_\_\_\_\_

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Date: \_\_\_\_\_

intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

**FRANCHISOR**

**FRANCHISEE**

**SUPREME SERVICE SOLUTIONS, INC.,  
a Texas corporation**

\_\_\_\_\_

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT TO SUPREME DELI  
FRANCHISE AGREEMENT  
FOR THE STATE OF SOUTH DAKOTA**

The Supreme Deli Franchise Agreement between \_\_\_\_\_ (“Franchisee” or “Franchisee”) and SUPREME SERVICE SOLUTIONS, INC. (“Franchisor”) dated \_\_\_\_\_ (the “Franchise Agreement”) will be amended by the addition of the following language, which will be considered an integral part of the Franchise Agreement (the “Amendment”):

**SOUTH DAKOTA LAW MODIFICATIONS**

1. Based upon the Franchisor’s financial condition, the South Dakota Securities Regulation Office has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the Franchisor completes its pre-opening obligations under the franchise agreement.

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

4. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee have initiated.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

<p><b><u>FRANCHISOR</u></b></p> <p><b><u>SUPREME SERVICE SOLUTIONS, INC.,</u></b> <b><u>a Texas corporation</u></b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Effective Date: _____</p>	<p><b><u>FRANCHISEE</u></b></p> <p>_____</p> <p>_____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Date: _____</p>
--	--

### State Effective Dates

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

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

<b>State</b>	<b>Effective Date</b>
California	<del>Pending</del> <a href="#">May 15, 2026</a>
Hawaii	Not Applicable
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	<del>Pending</del> <a href="#">April 30, 2026</a>
Minnesota	Pending
New York	Not Applicable
North Dakota	Pending
Rhode Island	<del>Pending</del> <a href="#">April 30, 2026</a>
South Dakota	<del>Pending</del> <a href="#">May 5, 2026</a>
Virginia	Pending
Washington	Pending
Wisconsin	<del>Pending</del> <a href="#">April 30, 2026</a>

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

**ITEM 23  
RECEIPT**

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

If **YummiSSS** offers you a franchise, it must provide this disclosure document to you fourteen (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, or sooner if required by applicable state law.

Indiana and Michigan require us to provide you the disclosure document at least ten (10) business 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.

Hawaii, Minnesota, and North Dakota require us to provide you the disclosure document at least seven (7) business 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.

Maryland requires us to provide you the disclosure document at the earlier of your reasonable request to receive a copy of this Franchise Disclosure Document or fourteen (14) 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 us to provide you the disclosure document at the earlier of the first personal meeting or ten (10) business 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.

If **YummiSSS** does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency. (Please see Exhibit D for a list of state agencies.) Exhibit B contains a list of our agents for service of process.

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

Name	Principal Business Address	Telephone Number
Lal Hming Sanga (Y__/N__) Newstar Sui (Y__/N__) FNU Genivi (Y__/N__) Far Chin Sung (Y__/N__) Cung Bawi (Y__/N__)	251 Renner Pkwy., Richardson, TX 75080	972-402-9498

Issuance Date: April 30, 2026

## RECEIPT

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

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Maryland requires us to provide you the disclosure document at the earlier of your reasonable request to receive a copy of this Franchise Disclosure Document or fourteen (14) 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 us to provide you the disclosure document at the earlier of the first personal meeting or ten (10) business 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.

If [YummiSSS](#) does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency. (Please see Exhibit D for a list of state agencies.) Exhibit B contains a list of our agents for service of process.

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Issuance Date: April 30, 2026