



## FRANCHISE DISCLOSURE DOCUMENT

ISSUANCE DATE: MARCH 27, 2026, AS AMENDED ON MAY 11, 2026

**MOE'S FRANCHISOR SPV LLC**  
A Delaware limited liability company  
5620 Glenridge Drive NE, Atlanta, Georgia 30342  
(404) 255-3250  
requests@moes.com  
www.moes.com

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## **CLOSURE DOCUMENT**

You will operate a Moe's Southwest Grill® restaurant (a "**Restaurant**"). Moe's Southwest Grill® Restaurants are fast casual restaurants featuring southwestern food products.

The total investment necessary to begin operation of a Moe's Southwest Grill® franchise ranges from \$644,425 to \$1,968,450. This total investment estimate includes \$35,659 to \$104,502 that must be paid to us or our affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our sales department at 5620 Glenridge Drive NE, Atlanta, Georgia 30342 and 800-227-8353 or requests@moes.com.

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

The issuance date of this Franchise Disclosure Document is March 27, 2026, as amended on May 11, 2026.

Moe's® franchises from August 2007 to April 2017. MFL has not offered franchises in any other line of business. MFL became affiliated with GoTo Foods in April 2007 as a result of an acquisition.

Moe's Stores, a Georgia limited liability company that shares our principal business address, is an indirect subsidiary of GoTo Foods. Moe's Stores has not offered franchises in any line of business.

### **Affiliates That Provide Services to Franchisees**

We have entered into a management agreement with GoTo Foods for it to provide our franchisees with the certain support and services that we are obligated to provide under their franchise agreements. GoTo Foods also acts as our franchise sales agent. We have agreed to pay management fees to GoTo Foods for these services. GoTo Foods may delegate certain of these responsibilities to our other affiliates. However, as the franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under your Franchise Agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

FSC LLC ("**GoTo Supply**"), a Georgia limited liability company, is an indirect subsidiary of GoTo Foods that manages the supply chain associated with us and the other franchise systems within the GoTo Foods Portfolio (as defined below). In managing the supply chain, GoTo Supply handles the procurement, distribution, logistics and quality assurance aspects of the GoTo Foods Portfolio supply chain and seeks to leverage the overall buying power of these franchise systems in order to provide value to each system. GoTo Supply shares our principal business address, has not conducted a business of the type that you will operate, and has not offered franchises in any line of business.

GoTo Foods Rewards, Inc. ("**GoTo Rewards**"), a Florida corporation formerly known as Focus Brands Rewards, Inc., is an indirect subsidiary of GoTo Foods that administers the gift card program for Restaurants and other brands in the GoTo Foods Portfolio (as defined below). See Item 8 for more information on our gift card program. GoTo Rewards shares our principal business address, has not conducted a business of the type that you will operate, and has not offered franchises in any line of business.

GoTo Systems guarantees our performance of obligations under our franchise agreements.

### **GoTo Foods**

**GoTo Foods** is the indirect parent company to seven franchisors, including: us, Auntie Anne's Franchisor SPV LLC ("**Auntie Anne's**"), Carvel Franchisor SPV LLC ("**Carvel**"), Cinnabon Franchisor SPV LLC ("**Cinnabon**"), Jamba Juice Franchisor SPV LLC ("**Jamba**"), McAlister's Franchisor SPV LLC ("**McAlister's**"), and Schlotzsky's Franchisor SPV LLC ("**Schlotzsky's**") (collectively, the "**GoTo Foods Portfolio**"). Prior to April 2017, the franchisors of these franchise systems (other than Jamba, which was not affiliated with GoTo Foods at the time) were MFL, Auntie Anne's Franchisor LLC, Carvel Corporation (now known as Carvel LLC), Cinnabon LLC, Schlotzsky's Franchise LLC, and McAlister's Corporation (now known as McAlister's LLC) (collectively, the "**Former GoTo Franchisors**"). Prior to October 2018, the franchisor of the Jamba system was Jamba Juice Company (now known as Jamba Juice LLC) ("**JJ**"). We refer to JJ and the Former Franchisors as the "**Former GoTo Franchisors.**" All seven franchisors in the GoTo Foods Portfolio have a principal place of business at 5620

## **Government Regulation and Certain Factors Affecting the Restaurant Industry**

You must comply with all federal, state, and local laws and regulations applicable to businesses generally, including, without limitation, laws and regulations related to workers' compensation, occupational health and safety, minimum wage, overtime, working conditions, discrimination, sexual harassment, tax, environmental protection, citizenship and/or immigration status (including laws requiring verification of status through the Department of Homeland Security's E-Verify program), and reasonable accommodations for employees and customers with disabilities (including the Americans with Disabilities Act).

You must ensure that your computerized point-of-sale system (the "**POS System**") or your credit card processing terminals (whichever are responsible for processing credit card transactions) are in compliance with the most current Payment Card Industry Data Security Standards ("**PCI-DSS**"). You also must comply with all applicable federal and state laws and regulations relating to the collection, use, and security of personal information and comply with any privacy policies or data protection and breach response policies we periodically may establish.

Various federal agencies, including the U.S. Food and Drug Administration and the U.S. Department of Agriculture, and state and local health and sanitation agencies have regulations for the preparation of food and the condition of restaurants and food service facilities. You must comply with all federal, state, and local laws and regulations applicable to restaurants and food service facilities, including, without limitation, licensing, health, sanitation, menu labeling, food preparation and packaging, smoking, safety, fire, and other matters. Some jurisdictions may require franchisees to obtain restaurant, business, occupational, food products, health, and miscellaneous licenses.

The Clean Air Act and state implementing laws also may require certain geographic areas to attain and maintain certain air quality standards for ozone, carbon monoxide and particulate matters. As a result, businesses involved in commercial food preparation may be subject to caps on emissions.

We do not assume any responsibility for advising you on these regulatory or legal matters. You should consult with your attorney about federal, state, and local laws and regulations that may affect your Restaurant. Compliance with these laws and regulations, as they may be amended from time to time, can increase your operational costs and affect your bottom line.

### **ITEM 2**

#### **BUSINESS EXPERIENCE**

##### **Omer Gajjal: Chief Executive Officer**

Omer has been our Chief Executive Officer since December 2025. Since December 2025, Omer has also served as (i) President of GoTo Systems, (ii) Chief Executive Officer of GoTo Foods, JJ, each of the Former GoTo Franchisors, and each of the other GoTo Foods Portfolio companies, and (iii) a member of the Board of Managers of GoTo Foods, JJ, and each of the Former GoTo Franchisors. From August 2025 to December 2025, Omer was in between positions. Prior to that, Omer served in multiple roles for Albertsons Companies, Inc. in Seattle Washington, including as (a) Executive Vice President and Chief Merchandising & Digital Officer from April 2024 to August 2025, (b) Chief Digital Officer and Executive Vice President of Health from August 2022 to May 2024, (c) Executive Vice President of Pharmacy and Health

from February 2022 to August 2022, and (d) Senior Vice President of Rx Health and Wellness from September 2020 to February 2022. Omer serves in his present capacities in Atlanta, Georgia.

**Brett Ubl: Chief Financial Officer, Treasurer, and Assistant Secretary**

Brett has been our Chief Financial Officer, Treasurer, and Assistant Secretary since February 2026. Since February 2026, Brett has also served as Chief Financial Officer, Treasurer and Assistant Secretary for GoTo Foods, GoTo Systems, JJ, each of the Former GoTo Franchisors, and each of the other GoTo Foods Portfolio companies. Brett has also served as a member of the Board of Managers or Board of Directors for GoTo Foods, JJ, and each of the other Former GoTo Franchisors since February 2026. Prior to that, Brett served in multiple roles for Roark Capital Management, LLC in Atlanta, Georgia, including as (a) a Principal from December 2024 to February 2026 and (b) a Vice President from December 2020 to December 2024. Brett serves in his present capacities in Atlanta, Georgia.

**Michael Smith: Chief Brand Officer**

Michael has been our Chief Brand Officer since October 2024. Michael served as our Vice President, Operations from March 2022 to October 2024. From October 2016 to March 2022, Michael was the Chief Operating Officer for Taziki's Mediterranean Café in Birmingham, Alabama. Michael serves in his present capacity in Atlanta, Georgia.

**Tatiana Lambert: Chief Development Officer**

Tatiana has been our Chief Development Officer since April 2026. Tatiana has also served in the same role since April 2026 for (i) GoTo Foods, (ii) each of the Former GoTo Franchisors, and (iii) each of the other GoTo Foods Portfolio companies. From January 2026 to April 2026, she was in between positions. From January 2024 to January 2026, Tatiana served as V.P. – U.S. Chief Development Officer for The Wendy's Company in Columbus, Ohio and from November 2022 to January 2024, she served as the Interim Head of Development for Pizza Hut US / Director, Development Strategy & Transformation in Plano, Texas. From April 2021 to November 2022, Tatiana was the Global Development Director at Pizza Hut Global, YUM! Brands in Plano, Texas. Tatiana serves in her present capacities in Atlanta, Georgia.

**Ama Romaine: Executive Vice President, General Counsel, and Secretary (Effective June 8, 2026)**

Beginning on June 8, 2026, Ama will serve as our Executive Vice President, General Counsel, and Secretary and will serve in the same roles for (i) GoTo Foods, (ii) GoTo Systems, (iii) each of the Former GoTo Franchisors, and (iv) each of the other GoTo Foods Portfolio companies. Beginning on June 8, 2026, Ama will also serve as a member of the Board of Managers or Board of Directors for GoTo Foods and each of the Former GoTo Franchisors. From October 2025 to May 2026, Ama was the Senior Managing Director, Head of Government Relations & Public Policy for Pretium Partners in Washington, DC. From September 2023 to September 2025, she served as Executive Vice President, General Counsel for Progress Residential, LLC in Atlanta, Georgia. From April 2022 to August 2023, Ama was the Managing Director, Global General Counsel, Real Estate Asset Management for Blackstone Inc. in New York, New York. From July 2018 to March 2022, Ama was the General Counsel & Chief Compliance Officer for G6 Hospitality LLC in Dallas/Fort Worth, Texas. Ama will serve in her capacities for us and our affiliates in Atlanta, Georgia.

**Tim Goodman: Senior Vice President, Franchise Administration**

Tim has been our Senior Vice President, Franchise Administration since February 2019. He has also served in the same role for JJ, the Former GoTo Franchisors, and the GoTo Foods Portfolio companies since February 2019. Tim serves in his present capacities in Atlanta, Georgia.

**Chris Newman: Senior Vice President, Real Estate**

Chris has been Senior Vice President, Real Estate since January 2023. Chris has also served in the same role for GoTo Foods and each of the other GoTo Foods Portfolio companies since January 2023. From October 2020 to December 2022, Chris was the President at LSG Real Estate, Inc. in Columbia, Missouri. From January 2017 to December 2022, Chris was Director of Real Estate at Next Chapter Properties, LLC in Columbia, Missouri. Chris serves in his present capacities in Atlanta, Georgia.

**Thomas (Tom) Richards: Senior Vice President, Franchise Sales and Interim Chief Development Officer**

Tom has been our Senior Vice President, Franchise Sales since January 2025 and our Interim Chief Development Officer since October 2025. Tom has also served in the same role for GoTo Foods and each of the other GoTo Foods Portfolio companies since January 2025. From July 2017 to December 2024, Tom served as the Vice President, Non-Traditional Franchise Sales for GoTo Foods. Tom serves in his present capacities in Plano, Texas.

**Amandalynn Line: Vice President, Operations**

Amandalynn has been our Vice President, Operations since January 2025. From April 2024 to December 2024, Amandalynn was the Regional Vice President, Restaurant Operations for Raising Cane's Restaurants, LLC in Atlanta, Georgia. From May 2023 to March 2024, Amandalynn was an Operating Partner for Atticus Franchise Group in Atlanta, Georgia. From March 2023 to April 2023, she was the Regional Director License Stores – Greater Tennessee for Starbucks Corporation in Nashville, Tennessee. From March 2019 to February 2023, Amandalynn was the Regional Director of Company Operations – Tennessee for Starbucks Corporation in Nashville, Tennessee. Amandalynn serves in her present capacity in Atlanta, Georgia.

**Joseph Artime: Vice President, Marketing**

Joseph has been our Vice President, Marketing since January 2023. From March 2020 to December 2022, Joseph was the Chief Marketing Officer at Ascent Hospitality Management, LLC in Atlanta, Georgia. Joseph serves in his present capacity in Atlanta, Georgia.

**Mike Freeman: Executive Vice President, Brands for GoTo Foods**

Mike has served as the Executive Vice President, Brands for GoTo Foods since March 2026. From January 2025 to February 2026, Mike was the President, Brands for GoTo Foods. From September 2021 to December 2024, Mike was the Chief Brand Officer of McAlister's and McAlister's LLC. From September 2020 to September 2021, Mike was the Vice President, Operations of McAlister's and McAlister's LLC. Mike serves in his present capacities in Atlanta,

Provisions	Section in Franchise Agreement	Summary
	<p>Section 16.4 of Franchise Agreement (non-control transfers)</p> <p>Section 16.5 of Franchise Agreement (related party transfers)</p>	<p>release.</p> <p>j. You must give us a copy of the signed assignment contract.</p> <p>k. You pay us a Transfer Fee.</p> <p>l. You and your Owners remain liable for pre-transfer obligation</p> <p>m. Landlord must consent to transfer.</p> <p>n. We determine price will not impact operation.</p> <p>o. You must comply with our right of first refusal.</p> <p>a. You give us prior written notice of the transfer.</p> <p>b. You pay all sums owed.</p> <p>c. You are not in default</p> <p>d. Transferee meets qualifications</p> <p>e. Transferee signs assignment and guaranty</p> <p>f. You and your guarantors and owners sign a general release.</p> <p>g. You remain liable for pre-Transfer obligations.</p> <p>h. You pay us a Transfer Fee.</p> <p>a. You give us prior written notice of the transfer.</p> <p>b. You are not in default</p> <p>c. Transferee meets qualifications</p> <p>d. Transferee assumes in writing the Franchise Agreement and the guaranty.</p> <p>e. You may not be in default under the Franchise Agreement.</p> <p>f. You pay us a Transfer Fee.</p> <p>g. You and your guarantors and owners must sign</p> <p>h. general release and remain liable for pre-transfer obligations</p>
n. Our right of first refusal to acquire your business	Section 16.8 of Franchise Agreement	We can match any offer for your Restaurant or substantially all interest in your entity.
o. Our option to purchase your business	Section 18.4 of Franchise Agreement	We may purchase your Goods related to the Restaurant at the fair market value (exclusive of good will) and may purchase your Accepted Location if you own it or your interest in any lease.
p. Your death or disability	Section 16.6 of Franchise Agreement	Upon 180 days from your death or permanent incapacity you must transfer all rights and interests to buyer that complies with Transfer provisions, except no Transfer Fee will be due.
q. Non-competition covenants during the term of the franchise	Section 15.4 of Franchise Agreement	No involvement in a competitive business (generally, similar types of businesses that offer products the same or similar to the Approved Products) anywhere. You may not divert or attempt to divert any business or potential business, misuse vendor relationships, or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System. <u>This provision is subject to applicable state law.</u>
r. Non-competition	Section 15.4.B.	For 24 months after expiration or termination, no

Provisions	Section in Franchise Agreement	Summary
covenants after the franchise is terminated or expires	of Franchise Agreement	involvement in a competitive business at the Accepted Location, within 3 miles of your Accepted Location, or within 3 miles of any Restaurant; and no diverting or attempting to divert any business from any Restaurant. This provision is subject to applicable state law.
s. Modification of the agreement	Sections 8.3, 22.2 and 22.3 of Franchise Agreement	No oral modifications, but we can change the Manuals.
t. Integration/merger clause	Section 22.2 of Franchise Agreement	Only the terms of the Franchise Agreement and related agreements are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 19.1 of Franchise Agreement	Most disputes must be resolved by arbitration.
v. Choice of forum	Section 19.1 of Franchise Agreement	Subject to state law, currently, arbitration or lawsuit must be in the metropolitan area of district court where our principal place of business is located (currently, Georgia).
w. Choice of law	Sections 15.6 and 22.5 of Franchise Agreement	Subject to state law, Georgia law applies to all disputes except those related to the non-competition covenants, which will be governed by the laws of the state in which your Restaurant is located.

## ITEM 18

### PUBLIC FIGURES

We do not use any public figure to promote our 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 this disclosure document. Financial performance information that differs from that included in this 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.

This Item 19 presents information about the financial performance during Fiscal Year 2025 (the fiscal year ended December 28, 2025) of certain Traditional Franchises that were eligible franchises in Fiscal Year 2025. A "**Traditional Franchise**" is a franchised Restaurant located in a traditional location, including strip shopping centers, power centers, and street-level retail. An "**eligible franchise**" is a franchise that reported sales in all 52 weeks of Fiscal Year 2025.

This Item 19 does not include data related to (i) franchised Restaurants located in non-traditional locations (such as airports, colleges, convenience stores, government buildings, hospitals, hotels, lifestyle centers, malls (including open air, traditional, and outlet malls), military bases, office building interiors, theme parks, transit hubs, and travel plazas); (ii) Traditional Franchises that are co-branded with another brand; (iii) affiliate-owned Restaurants; and (iv) Traditional Franchises that were not eligible franchises in Fiscal Year 2025. The financial performance and operations of these excluded Restaurants can vary significantly from the performance and operations of the Traditional Franchises that are represented in this Item 19.

**AVERAGE NET SALES BY QUARTILE  
FOR TRADITIONAL FRANCHISES  
FOR FISCAL YEAR 2025**

Quartiles	Average Net Sales	Number and Percentage of Restaurants Attaining or Exceeding Average Net Sales	Median Net Sales	Lowest Net Sales	Highest Net Sales
Top Quartile	\$1,753,026	45/116 (39%)	\$1,686,299	\$1,400,345	\$3,033,274
2nd Quartile	\$1,254,386	54/116 (47%)	\$1,246,534	\$1,138,698	\$1,398,048
3rd Quartile	\$1,005,591	57/116 (49%)	\$1,002,810	\$879,161	\$1,136,444
Bottom Quartile	<del>\$718,897</del> 720,261	64/116 (55%)	<del>\$740,157</del> 741,524	\$456,437	\$877,146
<b>Total</b>	<b>\$1,182,975</b> <b>184,316</b>	<b>205/463 (44%)</b>	<b>\$1,137,571</b> <b>138,698</b>	<b>\$456,437</b>	<b>\$3,033,274</b>

**NOTES TO TABLE:**

- As of December 28, 2025, there were 474 Traditional Franchises. Of those 474 locations, 463 (97.7%) Traditional Franchises are represented in this table. This table does not include 11 Traditional Franchises that did not report sales in all 52 weeks of Fiscal Year 2025 (including 5 Traditional Franchises that opened during Fiscal Year 2025). This table also does not include 33 Traditional Franchises that permanently closed during Fiscal Year 2025, all of which had been open for at least 12 months prior to closing. No Traditional Franchises were reacquired by us in Fiscal Year 2025.

**NOTES TO ITEM 19:**

- Some Restaurants have sold or earned this amount. Your individual results may differ. There is no assurance that you'll sell or earn as much.**
- "Net Sales" includes all revenues generated by a Restaurant or conducted from or with respect to a Restaurant, whether the sales are evidenced by cash, check, credit, charge, account, barter or exchange, but does not include (a) the initial sales or reloading of gift cards, (b) discounts, (c) the sale of food or merchandise for which refunds have been made in good faith to customers, (d) the discounted portion of employee meals, (e) sales, meals, use or excise tax imposed by a governmental

our affiliates, through the Computer System or otherwise, have the right to independently access the Customer Information.

C. Use of Customer Information. You must only use Customer Information to market Approved Products to customers in accordance with the policies that we may establish periodically and applicable Laws. You may not sell, transfer, or use Customer Information for any purpose other than marketing Approved Products and the Franchised Business. We and our affiliates may use Customer Information in any manner or for any purpose. You must secure from your customers, prospective customers, vendors, and others all consents and authorizations, and provide them all disclosures, that applicable Law requires to transmit Customer Information to us and our affiliates, and for us and our affiliates to use that Customer Information, in the manner that this Agreement contemplates.

15.4 Restrictive Covenants. You agree that you will require all Owners to sign the Personal Covenants in Schedule B. You agree that you will comply with the following restrictions:

A. During the Term. During the Term, without our prior written consent, neither you nor any of your Owners, nor any person or Entity controlling, controlled by, or under common control with you or them, will individually or jointly with others, directly or indirectly, by, through, on behalf of, or in conjunction with, any person or Entity:

(i) own, manage, engage in, be employed by, advise, make loans to, lease or sublease property to, participate in, consult for, or have any other interest in (a) any business that derives more than 20% of its annual revenue from the retail or wholesale production or sale of the competing products specified in Schedule A (the "Competing Products"), (b) any business that is the same as, or similar to, the Business concept as the concept evolves over time, or (c) any Entity that grants franchises or licenses for any of these types of businesses (each, a "Competitive Business") other than the Franchised Business or another business you or they operate under an agreement with us;

(ii) divert or attempt to divert any business or potential business from the Franchised Business or any other Businesses;

(iii) use any vendor relationship established through your association with us for any purpose other than to purchase products or equipment for use or retail sale in the Franchised Business; or

(iv) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

B. Post-Term. Beginning at the expiration ~~or~~, earlier termination, or Transfer of this Agreement and for 24 months thereafter ~~or 24 months after a court of competent jurisdiction enters an order enforcing this Section 15.4 of this Agreement, whichever occurs last~~ (the "**Restricted Period**"), (i) at the Accepted Location, (ii) within three miles of the Accepted Location, and (iii) within three miles of any Business, neither you nor any of your Owners, nor any person or Entity controlling, controlled by, or under common control with you or them, will individually or jointly with others, directly or indirectly, by, through, on behalf of, or in conjunction with, any person or Entity: (a) own, manage, engage in, be employed by, advise, make loans to, lease or sublease property to, participate in, consult for, or have any other interest in a Competitive Business or (b) divert or attempt to divert any business from any Business. If you, your Owners, or any person or Entity controlling, controlled by, or under common control with

you or them violate any of the restrictive covenants set forth in this Section, the Restricted Period will be automatically tolled during any period of non-compliance provided that we commence legal action (whether in court or arbitration) during the Restricted Period to enforce such restrictive covenants.

C. Publicly Traded Publicly-Traded Corporations. Nothing in this Section 15.4 will prevent you from owning for investment purposes up to an aggregate of 5% of the capital stock of any Competitive Business, so long as the Competitive Business is a ~~publicly held~~ publicly-held corporation whose stock is listed and traded on a national or regional stock exchange or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), and so long as you do not control the company in question.

D. Acknowledgements. You acknowledge and agree that: (a) you and the other individuals and Entities required to comply with this Section 15.4 have received or will receive an advantage through the training provided under this Agreement, the knowledge of the day-to-day operations of a Business, and access to the Standards, Manuals, System, Confidential Information, and Trade Secrets, and (b) the covenants and restrictions in this Section 15.4 (i) are reasonable, appropriate and necessary to protect the System, Confidential Information, Trade Secrets, other franchisees operating under the System, the goodwill of the System, relationships with our prospective and existing customers, and our legitimate interests; and (ii) do not cause undue hardship on you or any of the other individuals and Entities required by this Section 15.4 to comply with the covenants and restrictions.

E. Modification of Restrictive Covenants. We may, at any time, immediately upon notice to you, reduce or modify any restrictive covenants set forth in this Section 15.4 (Restrictive Covenants) (the "**Restrictive Covenants**") in a manner that makes them less restrictive. In the event that a court or arbitrator finds that any of the Restrictive Covenants are overly broad, unreasonable, or otherwise unenforceable, you and we hereby agree that the court or arbitrator will reduce or blue pencil the Restrictive Covenant in order to make it enforceable to the maximum extent, it being the express intention of the parties to force these Restrictive Covenants to the maximum extent permitted by law.

F. Injunctive Relief. You acknowledge that any breach or threatened breach of this Section 15.4 (Restrictive Covenants) will cause us irreparable injury for which no adequate remedy at law is available, and you consent to the issuance of an injunction prohibiting any conduct violating the terms of this Section 15.4. Such injunctive relief will be in addition to any other remedies that we may have.

15.5 Remedies. This Section 15 is a primary inducement to us to enter into this Agreement, and on any breach of this Section 15 you agree that we would be irreparably injured and without adequate remedy at law. Therefore, on a breach or a threatened or attempted breach of this Section 15, you agree that we are entitled, in addition to any other remedies we may have under this Agreement or at law or in equity (including the right to terminate this Agreement), to a preliminary and permanent injunction and a decree for specific performance of the terms of this Section 15 without the necessity of showing actual or threatened damage and without being required to furnish a bond or other security. You agree that it is conclusively presumed that any violation of Section 15.4 (Restrictive Covenants) was accompanied by the misappropriation and inevitable disclosure of our Confidential Information, Trade Secrets, and other methods and procedures.

## State Effective Dates

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

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

State	Effective Date
California	Exempt
Hawaii	<i>Pending</i>
Illinois	Exempt
Indiana	<u>Pending April 4, 2026, as amended May 11, 2026</u>
Maryland	<u>Pending April 2, 2026 (Exempt)</u>
Michigan	March 27, 2026
Minnesota	<i>Pending</i>
New York	Exempt
North Dakota	<u>Pending March 30, 2026 (Exempt)</u>
Rhode Island	<u>Pending March 30, 2026 (Exempt)</u>
South Dakota	<u>Pending April 2, 2026</u>
Virginia	<u>April 21, 2026 (Exempt), as amended</u> <i>Pending</i>
Washington	<u>Pending April 10, 2026 (Exempt)</u>
Wisconsin	<u>Pending March 31, 2026, as amended May 11, 2026</u>

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 Moe’s Franchisor SPV LLC offers 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. Iowa requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If Moe’s Franchisor SPV LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit F.

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: \_\_\_\_\_ 5620 Glenridge Drive NE, Atlanta, Georgia 30342 and its telephone number is (404) 255-3250.

Moe’s Franchisor SPV LLC, the seller of these franchises, authorizes the agencies shown on Exhibit G to receive service of process for it in certain states.

The issuance date of this Disclosure Document is March 27, 2026, as amended on May 11, 2026.

I, personally, and as a duly authorized officer of the prospective franchisee (if the franchisee is an Entity), hereby acknowledge receipt from Moe’s Franchisor SPV, LLC of the Franchise Disclosure Document (to which this Receipt is attached) dated March 27, 2026, as amended on May 11, 2026.

This Disclosure Document included the following exhibits: A – Financial Statements; B – Franchise Agreement and Related Agreements; C – Other Agreements; D – Information on Franchisees; E-Information on Former Franchisees; F – State Administrators; G- Agents for Service of Process; H – State Addenda to Disclosure Document; and I – Franchisee Disclosure Acknowledgement.

Dated: \_\_\_\_\_

PROSPECTIVE FRANCHISEE:

If a corporation or LLC:

If an individual:

\_\_\_\_\_  
(Name of corporation or LLC)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name)

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Address of corporation, LLC. or individual(s)

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

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 Moe’s Franchisor SPV LLC offers 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. Iowa requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If Moe’s Franchisor SPV LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit F.

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: \_\_\_\_\_ 5620 Glenridge Drive NE, Atlanta, Georgia 30342 and its telephone number is (404) 255-3250.

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Dated: \_\_\_\_\_

PROSPECTIVE FRANCHISEE:

If a corporation or LLC:

If an individual:

\_\_\_\_\_  
(Name of corporation or LLC)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name)

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Address of corporation, LLC. or individual(s)

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