

Addenda. See the Table of Contents for the location of the State Specific Addenda.

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 us by mediation and litigation in Colorado. Out of state mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and litigate in Colorado than in your own state.

Spousal Liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

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

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EXHIBITS

<p>A. Franchise Agreement</p> <p>B. Development Agreement</p> <p>C. License Agreement for Non-Traditional Locations</p> <p>D. Table of Contents of Operations & Training Manuals</p> <p>E. Sample of Release to be signed when you develop, renew, or transfer a Bakery</p>	<p>F. Current Franchisees/Licensees and Former Franchisees</p> <p>G. List of State Administrators; Agents for Service of Process</p> <p>H. Additional State-Required Information and State-Required Contract Addenda</p> <p>I. Financial Statements</p>
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YOUR ESTIMATED INITIAL INVESTMENT Development Agreement				
Type of Expenditure	Amount (Note 1)	Method of Payment	When Due	To Whom Payment is to be Made
Development Fee (Note 2)	\$10,000 per Bakery you commit to open; minimum commitment is two Bakeries	Lump sum	Upon signing the Development Agreement	Us
Total (Note 3)	\$20,000			

Explanatory Notes – Development Agreement:

- (1) You may incur additional legal, accounting and other fees for reviewing the Development Agreement. The table does not include an estimate for this. Except as indicated, these fees are not refundable. We do not finance your investment.
- (2) For each Bakery you develop under the Development Agreement, you will also incur the expenses in the above tables for a Franchised Bakery or Licensed Bakery, including initial fees.
- (3). This is the initial fee total for all Franchised Bakeries established under a Development Agreement. There are no additional initial fee amounts relevant to a Development Agreement, aside from the initial fees due under a Franchise Agreement or License Agreement for each Bakery to be developed, as noted in Note 2 above.

The amounts noted in Item 7 as payable to us are not refundable. We cannot predict (and encourage you to consider) the implications of public policy on inflation, tariff rates, impact of climate change^s, and commodity and other cost fluctuation due to immigration restrictions.

Provision	Section in Franchise Agreement or License Agreement	Summary
m. Conditions for BFC approval of transfer	Section 16.5 of the Franchise Agreement; Section 9.2 of the License Agreement	We can impose any reasonable conditions, including: new franchisee qualifies; accrued fees paid; no default exists; transfer fee paid; assignment agreement approved; training arranged; you sign release; no adverse effect from price and terms
n. BFC's right of first refusal to acquire your business	Section 16.4 of the Franchise Agreement	We have the right to match any offer
o. BFC's option to purchase your business	Section 18.2 of the Franchise Agreement	Upon expiration or termination of a franchise, we can take assignment of your lease and purchase your furniture, fixtures, etc.
p. Your death or disability	Section 16.6 of the Franchise Agreement	Executor or personal representative must assign your interest to approved party within 1 year. If the deceased or incapacitated person is the Operating Principal, we have the right to manage operation of the Bakery until the transfer is completed. If we exercise this right, we can charge a reasonable management fee for our services.
q. Non-competition covenants during the term of the franchise	Section 19.1 of the Franchise Agreement	No involvement in "Competing Business," defined as a retail business that sells or offers bagels, cream cheese, and/or coffee products that separately or in the aggregate constitute or would constitute thirty percent (30%) or more of that business' gross revenues at any one or more retail location(s) <u>(subject to applicable state law)</u> . However, the non-compete restriction does not apply to any business that you operate under a valid franchise agreement or license agreement with us or one of our affiliates.
r. Non-competition covenants after the franchise is terminated or expires	Section 19.2 of the Franchise Agreement	No involvement with Competing Business for 1 year within 10 miles of the Premises or within 5 miles of any other Bakery. <u>(subject to applicable state law).</u>
s. Modification of the agreement	Section 24 of the Franchise Agreement; Section 12.2 of the	Modifications must be in writing, except that the Manuals are subject to change by BFC.

EXHIBIT B

Development Agreement

(Attachments: Development Area, Development Schedule, Disclosure of Ownership Interests, Guaranty & Undertaking, Agreement Regarding Leased Location by Tenant, Confidentiality and Non-Competition Agreement, Disclosure Acknowledgement Statement, Liability Waiver by Developer)

EXHIBIT C

License Agreement

(Attachments: Licensed Trademarks, Sample Menu, Proprietary Items, Federal and State Law Exemptions, Guaranty, Confidentiality and Non-Competition Agreement, Disclosure Acknowledgement Statement)

EXHIBIT D

Table of Contents of Operations & Training Manuals

Summary of Operations and Training Tools	Est. Page Count
Standard Operating Procedure Documents (SOPs) and Forms	150
Food Preparation Procedure Guide: The Prep Guide	100
Food and Nutritional Guide: The Food Guide	144
Catering Operations Manual & Systems Guide	86
Catering Training Guides	40
Catering Recipe Guide	76
Catering Sales Tools & Tactics	68
Counter Training Workbook & Trainer's Guide	63
Baker Training & Certifications Guide	152
Shift Supervisor Training & Certification Guide	111
Bakery Manager Training Workbook & Forms	18
District Manager Training Workbook & Forms	20
	1,028

EXHIBIT E

Sample of Release to be signed when you develop, renew, or transfer a Bakery

GENERAL RELEASE

THIS GENERAL RELEASE ("Release") is executed on _____ by _____ ("Franchisee") and _____ (collectively, "Guarantors") as a condition of the (1) transfer of the Bruegger's Development Agreement dated _____ ("Development Agreement") between Franchisee and Bruegger's Franchise Corporation. ("Franchisor"); (2) transfer of the Bruegger's Franchise Agreement dated _____ ("Franchise Agreement") between Franchisee and Franchisor; or (3) execution of a Successor Franchise Agreement by Franchisee and Franchisor.

Release by Franchisee and Guarantors. Franchisee (if Franchisee is an entity, on behalf of itself and its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities and, if Franchisee is an individual, on behalf of himself/herself and his/her heirs, representatives, successors and assigns) (collectively, "Releasers") and Guarantors hereby release and forever discharge Franchisor, its predecessors, parents, subsidiaries, and affiliates and their respective officers, directors, shareholders, employees, successors, and assigns, past and present, from any claims, debts, liabilities, demands, obligations, actions, and causes of action, known or unknown, vested or contingent, which any of them may have ever had, now has, or may hereafter have by reason of any event, transaction, or circumstance arising out of or relating to the Franchise Agreement, the Development Agreement or the relationship of the parties thereto (collectively, "Claims") unless prohibited by applicable law, but excluding claims based on any representation made by Franchisor in the most recent Franchise Disclosure Document (including its exhibits and amendments) that Franchisor delivered to Franchisee or its representative in connection with the offer and sale of the Franchise Agreement or Development Agreement.

[For California franchisees, add: Each of the Releasers and Guarantors expressly waive and relinquish all rights and benefits which they may now have or in the future have under and by virtue of California Civil Code Section 1542. The Releasers and Guarantors do so understanding the significance and consequence of such specific waiver. Section 1542 provides that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." For the purpose of implementing a general release and discharge as described herein, the Releasers and Guarantors expressly acknowledge that this agreement is intended to include in its effect, without limitation, all claims which the Releasers and Guarantors do not know or suspect to exist in their favor at the time of execution hereof, and that this agreement contemplates the extinguishment of any such claims.]

Risk of Changed Facts. Franchisee and Guarantors understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Franchisee and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

Bruegger's Bagels – Former Franchisees and Area Developers
(during the period from January 1, 2025 through December 30, 2025)

Former Franchisee	Street Address	City	State	Zip	Phone Number
Colorado Bagel Co., LLC.	2000 South University Boulevard	Denver	CO	80210	(303) 777-7600
<u>S.S.S. Properties, LLC.</u>	<u>501 E Kennedy Boulevard</u>	<u>Tampa</u>	<u>FL</u>	<u>33602</u>	<u>(813) 402-2989</u>
POP Restaurants/Four Leaf Ventures	Love Field Terminal Building 8008 Cedar	Dallas	TX	75235	(972) 629-9255

**INFORMATION REQUIRED
BY THE STATE OF CALIFORNIA**

~~The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.~~

~~THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.~~

~~SEE THE COVER PAGE OF THE DISCLOSURE DOCUMENT FOR OUR WEB SITE ADDRESS, OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DPFI.CA.GOV.~~

~~Item 3, Additional Disclosure:~~

~~Neither we, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, et seq.) suspending or expelling such person from membership in such association or exchange.~~

~~Item 5, Additional Disclosure:~~

~~The California Department of Financial Protection and Innovation 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.~~

~~Item 12, Additional Disclosure:~~

~~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.~~

~~Item 17, Additional Disclosures:~~

~~California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement and/or Development Agreement includes a provision that is inconsistent with the law, the law will control.~~

~~The Franchise Agreement and the Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, et seq.).~~

~~The Franchise Agreement and the Development Agreement contain a covenant not to complete which extends beyond the termination of the agreements. This provision may not be enforceable under California law.~~

~~The Franchise Agreement contains a liquidated damages clause. Under California Civil Code § 1671, certain liquidated damages clauses are unenforceable.~~

~~The Franchise Agreement and the Development Agreement require application of the laws of the State of Colorado. This provision may not be enforceable under California law.~~

~~The Franchise Agreement, License Agreement, and Development Agreement contain a provision requiring you to waive your right to punitive or exemplary damages against the Franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code section 31512, these provisions may not be enforceable in California for any claims you may have under the California Franchise Investment Law.~~

~~The Franchise Agreement and Development Agreement contain a venue provision for litigation. This provision may not be enforceable under California law.~~

~~You must sign a general release if you transfer area development rights or renew or transfer the franchise. These provisions may not be enforceable under California law. California Corporations Code Section 31512 voids a waiver of your rights under the California Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professional Code Section 21000 voids a waiver of your rights under the California Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).~~

~~Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.~~

~~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.~~

~~CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT, LICENSE AGREEMENT
AND DEVELOPMENT AGREEMENT~~

~~FRANCHISOR and FRANCHISEE have signed a Franchise Agreement or License Agreement or Area Development Agreement for a franchise to be located in California. This Addendum reflects provisions of California law.~~

~~1. The California Department of Financial Protection and Innovation 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. No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.~~

~~3. The terms of Section 310.114.1 of the California Franchise Investment Law shall apply to the Franchise Agreement, License Agreement and Area Development Agreement.~~

~~4. This Addendum will have effect only if the Franchise Agreement or License Agreement or Area Development Agreement and/or the relationship between FRANCHISOR and FRANCHISEE satisfy all of the jurisdictional requirements of the California Franchise Investment Law, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement or License Agreement or Area Development Agreement remains unmodified and in full force and effect.~~

~~BRUEGGER'S FRANCHISE CORPORATION~~

~~FRANCHISEE [print company name]:~~

~~By: _____~~

~~By: _____~~

~~Title: _____~~

~~Print Name: _____~~

~~Title: _____~~

**INFORMATION REQUIRED
BY THE STATE OF HAWAII**

~~This Addendum relates to franchises sold in the State of Hawaii and is intended to comply with Hawaii statutes and regulations.~~

~~THE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.~~

~~THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THE STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.~~

~~THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.~~

~~The name and address of our agent in this state authorized to receive service of process is Commissioner of Securities, Department of Commerce and Consumer Affairs, 335 Merchant Street, Room 205, Honolulu, Hawaii 96813.~~

**INFORMATION REQUIRED
BY THE STATE OF ILLINOIS**

Cover Page, Additional Disclosures.

~~THE GOVERNING LAW, VENUE AND JURISDICTION REQUIREMENTS IN THE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND THE DEVELOPMENT AGREEMENT ARE SUBJECT TO THE PROVISIONS OF THE ILLINOIS FRANCHISE DISCLOSURE ACT, AND NOTHING IN THESE DOCUMENTS SHALL BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON YOU BY THE ILLINOIS FRANCHISE DISCLOSURE ACT.~~

Item 17, Additional Disclosures.

~~The conditions under which the Franchise Agreement or Development Agreement can be terminated and your rights upon non-renewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.~~

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

~~Illinois law governs the Agreement(s).~~

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

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

ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT

~~In recognition of the Illinois Franchise Disclosure Act of 1987 (the "Act"), Illinois Compiled Statutes, Chapter 815, Sections 705/1 to 705/44, the parties agree to modify the Franchise Agreement as follows:~~

~~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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

BRUEGGER'S FRANCHISE CORPORATION

FRANCHISEE [print company name]:

By: _____

By: _____

Title: _____

Print Name: _____

Title: _____

ILLINOIS ADDENDUM TO THE LICENSE AGREEMENT

~~In recognition of the Illinois Franchise Disclosure Act of 1987 (the "Act"), Illinois Compiled Statutes, Chapter 815, Sections 705/1 to 705/44, the parties agree to modify the License Agreement as follows:~~

~~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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~BRUEGGER'S FRANCHISE CORPORATION~~

~~LICENSEE [print company name]:~~

~~By: _____~~

~~By: _____~~

~~Print Name: _____~~

~~Title: _____~~

~~Title: _____~~

ILLINOIS ADDENDUM TO THE DEVELOPMENT AGREEMENT

~~In recognition of the Illinois Franchise Disclosure Act of 1987 (the "Act"), Illinois Compiled Statutes, Chapter 815, Sections 705/1 to 705/44, the parties agree to modify the Development Agreement as follows:~~

- ~~1. Term. Section 2 is amended by adding the following:~~

~~If anything in this Section concerning non-renewal is inconsistent with Section 20 of the Act, then the Act shall apply.~~

- ~~2. Default and Termination. Section 9 is amended by adding the following:~~

~~If anything in this Section concerning termination is inconsistent with Section 19 of the Act, then the Act shall apply.~~

- ~~3. Governing Law. Section 20.1 is deleted and the following added:~~

~~Illinois law governs the Agreement.~~

- ~~4. Jurisdiction and Venue. Section 20.2 is amended by adding the following:~~

~~In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the 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.~~

- ~~5. Time Limit on Filing. Section 21 is amended by adding the following:~~

~~Any claims arising under the Act shall be commenced within the period of limitation established in Section 27 of the Act.~~

~~6. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~7. 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.~~

[Signature page to follow]

BRUEGGER'S FRANCHISE CORPORATION DEVELOPER [print company name]:

By: _____

By: _____

Title: _____

Print Name: _____

Title: _____

~~INDIANA ADDENDUM TO THE FRANCHISE AGREEMENT AND LICENSE AGREEMENT~~
~~FRANCHISOR and FRANCHISEE have signed a Franchise Agreement or License Agreement for a franchise to be located in Indiana. This Addendum reflects provisions of Indiana law.~~

~~1. Pursuant to Section 23.2-2.7-1 of the Indiana Code, it is unlawful for any franchise agreement entered into between any franchisor and a franchisee who is either a resident of Indiana or a nonresident who will be operating a franchise in Indiana to contain any of the following provisions:~~

~~(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.~~

~~(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.~~

~~(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.~~

~~(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.~~

~~(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by this chapter or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subdivision does not apply to arbitration before an independent arbitrator.~~

~~(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subdivision.~~

~~(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subdivision includes any material violation of the franchise agreement.~~

~~(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.~~

~~(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three (3) years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.~~

~~(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.~~

~~(11) Requiring the franchisee to participate in any:~~

~~(A) advertising campaign or contest;~~

~~(B) promotional campaign;~~

~~(C) promotional materials; or~~

~~(D) display decorations or materials;~~

~~at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.~~

~~(12) If the Agreement contains a provision that is inconsistent with the Indiana Code, the provisions of the Indiana Code will supersede the Agreement.~~

~~(13) This Addendum will have effect only if the Franchise Agreement or License Agreement and/or the relationship between FRANCHISOR and FRANCHISEE satisfy all of the jurisdictional requirements of the Indiana Code, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement or License Agreement remains unmodified and in full force and effect.~~

BRUEGGER'S FRANCHISE CORPORATION

FRANCHISEE [print company name]:

By: _____

By: _____

Title: _____

Print Name: _____

Title: _____

**INFORMATION REQUIRED
BY THE STATE OF MARYLAND**

Item 17, Additional Disclosures:

~~The Franchise Agreement and Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).~~

~~The Franchise Agreement and License Agreement require you to sign a general release as a condition of renewal or transfer of the franchise or license. The Development Agreement requires you to sign a general release when you sign a Franchise Agreement to exercise development rights and as a condition of transfer of the development rights.~~

~~A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.~~

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

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

Item 22, Additional Disclosure:

~~Your responses to the Disclosure Acknowledgment Statement (Exhibit D to the Franchise Agreement; Exhibit G to the Development Agreement) do not act as a release, estoppel, or waiver of any liability of the Franchisor under the Maryland Franchise Registration and Disclosure Law.~~

~~MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT~~

~~In recognition of the Maryland Franchise Registration and Disclosure Law, Maryland Stat. §§ 14-201 to 14-233, and the Rules and Regulations promulgated thereunder, the parties agree to modify the Franchise Agreement as follows:~~

~~1. Releases. The following is added to Section 3.2 (Successor Agreement) and Section 16.5 (Conditions of Our Consent) of the Franchise Agreement:~~

~~This release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.~~

~~2. Entire Agreement; Disclosure Statement and Disclaimer. Section 24 and Section 26 are each amended by adding the following:~~

~~All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

~~3. Disclosure Statement and Disclaimer. Section 27 is amended by adding the following new Section 27.3:~~

~~27.3. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

~~4. Jurisdiction and Venue. Section 28.2 is amended by adding the following:~~

~~A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.~~

~~5. Time Limit on Filing. Section 29 is amended by adding the following:~~

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

~~6. Acknowledgments. Section 30 is deleted. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~7. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

**BRUEGGER'S FRANCHISE
CORPORATION**

FRANCHISEE [print company name]:

By: _____

By: _____

Title: _____

Print Name: _____

Title: _____

MARYLAND ADDENDUM TO THE LICENSE AGREEMENT

In recognition of the Maryland Franchise Registration and Disclosure Law, Maryland Stat. §§ 14-201 to 14-233, and the Rules and Regulations promulgated thereunder, the parties agree to modify the License Agreement as follows:

1. ~~Releases.~~ The following is added to Section 2.2 (Renewal Term) of the License Agreement:

~~This release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.~~

2. ~~Integration of Agreement; Disclosure Acknowledgement Statement.~~ Section 12 and Exhibit G are each amended by adding the following:

~~Notwithstanding anything to the contrary in this Agreement, you are not required to waive any of your rights under the Maryland Franchise Registration and Disclosure Law with regard to BFC's prior representations. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

3. ~~Jurisdiction and Venue.~~ Section 14.7 is amended by adding the following:

~~A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.~~

4. ~~Time Period for Filing.~~ Section 14.12 is amended by adding the following:

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

5. ~~Acknowledgments and Representations.~~ Section 14.17(a) and (d) are deleted.

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

7. ~~This Addendum will have effect only if the License Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, without considering this Addendum. Except as expressly modified by this Addendum, the License Agreement remains unmodified and in full force and effect.~~

**BRUEGGER'S FRANCHISE
CORPORATION**

LICENSEE [print company name]:

By: _____

By: _____

Title: _____

Print Name: _____

Title: _____

MARYLAND ADDENDUM TO THE DEVELOPMENT AGREEMENT

In recognition of the Maryland Franchise Registration and Disclosure Law, Maryland Stat. §§ 14-201 to 14-233, and the Rules and Regulations promulgated thereunder, the parties agree to modify the Development Agreement as follows:

1. ~~Releases.~~ The following is added to Section 4.2 (Site Selection and Acceptance) and Section 8.5 (Conditions of Our Consent) of the Development Agreement:

~~This release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.~~

2. ~~Entire Agreement; Disclosure Statement and Disclaimer.~~ Section 17 and Section 19 are each amended by adding the following:

~~All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

3. ~~Jurisdiction and Venue.~~ Section 20.2 is amended by adding the following:

~~A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.~~

4. ~~Time Limit on Filing.~~ Section 21 is amended by adding the following:

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

5. ~~Acknowledgments.~~ Section 22 is deleted.

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

7. ~~This Addendum will have effect only if the Development Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, without considering this Addendum. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.~~

~~BRUEGGER'S FRANCHISE
CORPORATION~~

~~DEVELOPER [print company name]:~~

By: _____

By: _____

Title: _____

Print Name: _____

Title: _____

**INFORMATION REQUIRED
BY THE STATE OF MICHIGAN**

Cover Page, Additional Disclosures.

~~THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.~~

~~Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:~~

~~(a) A prohibition of the right of a franchisee to join an association of franchisees.~~

~~(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.~~

~~(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.~~

~~(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.~~

~~(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchises of the same class or type under similar circumstances. This section does not require a renewal provision.~~

~~(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state. [Note: BFC reserves the right to challenge the restriction on the location of arbitration under the Federal Arbitration Act.]~~

~~(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:~~

~~(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.~~

~~(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.~~

~~(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.~~

~~(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.~~

~~(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).~~

~~(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.~~

~~THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.~~

~~Any questions regarding this Notice shall be directed to the Department of Attorney General, Corporate Oversight Division, Franchise Section, 525 West Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913 (517) 373-7117.~~

~~INFORMATION REQUIRED~~
BY THE STATE OF MINNESOTA

Item 13, Additional Disclosure.

BFC will indemnify you against liability to a third party resulting from claims that your use of the Marks infringes trademark rights of the third party, provided that your use of the Marks is in accordance with the requirements of the Franchise Agreement and the System.

Item 17, Additional Disclosures.

BFC will comply with Minnesota Statutes Section 80C.14, subdivisions 3, 4, and 5, which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

Minnesota Statutes § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring you to waive 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.

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes §§ 80C.01 - 80C.22.

Minnesota Rule 2860.4400J prohibits us from requiring you to waive your rights to a trial or to consent to liquidated damages, termination penalties, or judgment notes. This rule does not bar a voluntary arbitration of any matter.

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

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

~~INFORMATION REQUIRED
BY THE STATE OF NEW YORK~~

~~Cover page, Additional Disclosures.~~

~~INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT G OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.~~

~~THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON YOU TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.~~

~~BFC REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF MATERIAL FACT.~~

~~Item 3, Additional Disclosures.~~

~~Neither BFC nor any person listed in Item 2:~~

~~1. Has any administrative, criminal or material civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. There are no pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of EBF franchises and the size, nature or financial condition of the System or its business operations.~~

~~2. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the date of this disclosure document, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.~~

~~3. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934) suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.~~

~~Item 4, Additional Disclosure.~~

~~Except as described in this Item, neither BFC, its affiliates, its predecessors, officers, nor general partners, during the ten-year period immediately before the date of the disclosure document: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or any foreign bankruptcy laws; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code or any foreign bankruptcy laws; or (c) was a principal officer of a company or general partner of a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or any foreign bankruptcy laws, or that obtained a discharge of its debts under the U.S. Bankruptcy Code or any foreign bankruptcy laws during or within one year after the officer or general partner of EBF held this position in the company or partnership.~~

~~Item 5, Additional Disclosure.~~

~~We use the initial franchise fee to defray our costs of offering franchises and assisting franchisees to start business. A portion of the initial franchise fee may be profit to us.~~

~~Item 17, Revised Disclosures.~~

~~1. In the Item 17 Tables, the following sentence is added to item "d":~~

~~You may also terminate the Franchise Agreement or Development Agreement on any grounds available by law.~~

~~2. In the Item 17 Tables, the following sentence is added to item "j":~~

~~However, no assignment will be made by BFC except to an assignee who, in BFC's good faith judgment, is willing and able to assume BFC's obligations under the Franchise Agreement or Development Agreement.~~

~~3. In the Item 17 Tables, the following sentence is added to item "w":~~

~~The foregoing choice of law should not be considered a waiver of any right conferred upon you by the General Business Law of the State of New York, Article 33.~~

~~Item 17, Additional Disclosures.~~

~~The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement or Development Agreement inconsistent with that law.~~

~~You must sign a general release when you sign a Franchise Agreement to exercise development rights, when you transfer area development rights, or when you renew or transfer a franchise. This provision may not be enforceable under New York law.~~

~~NEW YORK ADDENDUM TO THE FRANCHISE AGREEMENT~~

~~In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties agree to modify the Franchise Agreement as follows:~~

~~1. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680—695 may not be enforceable.~~

~~2. Releases. Section 3.2 and Section 15.5 are each amended to add the following: The foregoing release of claims does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.~~

~~3. Assignment by BFC. Section 15.1 is amended by adding the following:~~

~~BFC will not assign its rights under the Franchise Agreement except to an assignee who in BFC's good faith judgment is willing and able to assume BFC's obligations under the Franchise Agreement.~~

~~4. Default and Termination. Section 16 is amended by adding the following:~~

~~You also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.~~

~~5. Governing Law. Section 27.1 is amended by adding the following:~~

~~Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.~~

~~6. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of New York General Business Law, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

**BRUEGGER'S FRANCHISE
CORPORATION**

FRANCHISEE [print company name]:

By: _____

By: _____

Title: _____

Print Name: _____

Title: _____

NEW YORK ADDENDUM TO THE LICENSE AGREEMENT

~~In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties agree to modify the License Agreement as follows:~~

~~1. Any provision in the License Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695 may not be enforceable.~~

~~2. Releases. Section 2.2 is amended to add the following:
The foregoing release of claims does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.~~

~~3. Assignment by BFC. Section 9.1 is amended by adding the following:~~

~~BFC will not assign its rights under the License Agreement except to an assignee who in BFC's good faith judgment is willing and able to assume BFC's obligations under the License Agreement.~~

~~4. Termination by Licensee. Section 10.2 is amended by adding the following:~~

~~You also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.~~

~~5. Governing Law. Section 14.6 is amended by adding the following:~~

~~Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.~~

~~6. This Addendum will have effect only if the License Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of New York General Business Law, without considering this Addendum. Except as expressly modified by this Addendum, the License Agreement remains unmodified and in full force and effect.~~

BRUEGGER'S FRANCHISE CORPORATION

LICENSEE [print company name]:

By: _____

By: _____

Title: _____

Print Name: _____

Title: _____

NEW YORK ADDENDUM TO THE DEVELOPMENT AGREEMENT

~~In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties agree to modify the Development Agreement as follows:~~

~~1. Any provision in the Development Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695 may not be enforceable.~~

~~2. Releases. Section 4.2 and Section 8.5 are amended to add the following: The foregoing release of claims does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.~~

~~3. Assignment by BFC. Section 8.1 is amended by adding the following:~~

~~BFC will not assign its rights under the Development Agreement except to an assignee who in BFC's good faith judgment is willing and able to assume BFC's obligations under the Development Agreement.~~

~~4. Governing Law. Section 20.1 is amended by adding the following:~~

~~Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.~~

~~5. This Addendum will have effect only if the Development Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of New York General Business Law, without considering this Addendum. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.~~

~~BRUEGGER'S FRANCHISE-
CORPORATION~~

~~DEVELOPER [print company name]:~~

~~By: _____~~

~~By: _____~~

~~Print Name: _____~~

~~Title: _____~~

~~Title: _____~~

**INFORMATION REQUIRED
BY THE STATE OF NORTH DAKOTA**

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. ~~Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.~~

B. ~~Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.~~

C. ~~Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.~~

D. ~~Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.~~

E. ~~Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.~~

F. ~~Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.~~

G. ~~Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.~~

H. ~~General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.~~

I. ~~Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.~~

J. ~~Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.~~

NORTH DAKOTA ADDENDUM TO THE

FRANCHISE AGREEMENT, LICENSE AGREEMENT, AND DEVELOPMENT AGREEMENT
In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Agreement, License Agreement and Development Agreement (as applicable, the "Agreement") shall be amended as follows:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):
 - A. ~~Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.~~
 - B. ~~Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.~~
 - C. ~~Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.~~
 - D. ~~Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.~~
 - E. ~~Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.~~
 - F. ~~Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.~~
 - G. ~~Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.~~
 - H. ~~General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.~~
 - I. ~~Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.~~
 - J. ~~Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.~~
2. This Addendum will have effect only if the Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of the North Dakota Franchise Investment Law, without considering this Addendum. Except as expressly modified by this Addendum, the Agreement remain unmodified and in full force and effect.

BRUEGGER'S FRANCHISE CORPORATION	FRANCHISEE [print company name]: _____
By: _____	By: _____
	Print Name: _____
Title: _____	Title: _____

~~RHODE ISLAND ADDENDUM TO THE
FRANCHISE AGREEMENT~~

~~In recognition of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties agree to modify the Franchise Agreement as follows:~~

~~1. Governing Law. Section 27.1 is amended by adding the following:~~

~~Notwithstanding the foregoing, Rhode Island law governs any claim arising under the Rhode Island Franchise Investment Act.~~

~~2. Jurisdiction and Venue. Section 27.2 is amended by adding the following:~~

~~Notwithstanding the foregoing, you have the right to file any litigation under the Rhode Island Franchise Investment Act in Rhode Island.~~

~~3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.~~

~~4. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of the Rhode Island Franchise Investment Act, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

~~BRUEGGER'S FRANCHISE
CORPORATION~~

~~FRANCHISEE [print company name]:~~

~~By: _____~~

~~By: _____~~

~~Print Name: _____~~

~~Title: _____~~

~~Title: _____~~

**~~RHODE ISLAND ADDENDUM TO THE
LICENSE AGREEMENT~~**

~~In recognition of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties agree to modify the License Agreement as follows:~~

~~1. Governing Law. Section 14.6 is amended by adding the following:~~

~~Notwithstanding the foregoing, Rhode Island law governs any claim arising under the Rhode Island Franchise Investment Act.~~

~~2. Jurisdiction and Venue. Section 14.7 is amended by adding the following:~~

~~Notwithstanding the foregoing, you have the right to file any litigation under the Rhode Island Franchise Investment Act in Rhode Island.~~

~~3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.~~

~~4. This Addendum will have effect only if the License Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of the Rhode Island Franchise Investment Act, without considering this Addendum. Except as expressly modified by this Addendum, the License Agreement remains unmodified and in full force and effect.~~

~~BRUEGGER'S FRANCHISE
CORPORATION~~

~~LICENSEE [print company name]:~~

~~By: _____~~

~~By: _____~~

~~Print Name: _____~~

~~Title: _____~~

~~Title: _____~~

**~~RHODE ISLAND ADDENDUM TO THE
DEVELOPMENT AGREEMENT~~**

~~In recognition of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties agree to modify the Development Agreement as follows:~~

~~1. Governing Law. Section 20.1 is amended by adding the following:~~

~~Notwithstanding the foregoing, Rhode Island law governs any claim arising under the Rhode Island Franchise Investment Act.~~

~~2. Jurisdiction and Venue. Section 20.2 is amended by adding the following:~~

~~Notwithstanding the foregoing, you have the right to file any litigation under the Rhode Island Franchise Investment Act in Rhode Island.~~

~~3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.~~

~~4. This Addendum will have effect only if the Development Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of the Rhode Island Franchise Investment Act, without considering this Addendum. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.~~

~~BRUEGGER'S FRANCHISE
CORPORATION~~

~~DEVELOPER [print company name]:~~

~~By: _____~~

~~By: _____~~

~~Print Name: _____~~

~~Title: _____~~

~~Title: _____~~

**INFORMATION REQUIRED
BY THE COMMONWEALTH OF VIRGINIA**

~~In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia is amended as follows:~~

~~**Item 17, Additional Disclosure.**~~

~~Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.~~

~~The "Summary" section of Item 17(h) of the Franchise Disclosure Document is amended by adding the following:~~

~~Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.~~

~~The "Summary" section of Item 17(r) of the Franchise Disclosure Document is amended by adding the following:~~

~~Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.~~

~~The "Summary" section of Item 17(w) of the Franchise Disclosure Document is amended by adding the following:~~

~~Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.~~

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

**VIRGINIA ADDENDUM TO THE
FRANCHISE AGREEMENT**

~~In recognition of the requirements of the Virginia Retail Franchising Act, § 13.1-557 et seq., of the Code of Virginia, the parties to the attached Bruegger's Franchise Corporation Franchise Agreement (the "Agreement") agree as follows:~~

~~1. **Governing Law.** Section 28.1 of the Agreement is amended by adding the following language:~~

~~Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all~~

~~franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.~~

~~2. Restrictions on Competition. Section 19.2 of the Agreement is amended by adding the following language:-~~

~~Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.~~

~~3. No Waiver of Disclaimer of Reliance. 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~4. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of the Virginia Retail Franchising Act, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

BRUEGGER'S FRANCHISE CORPORATION

FRANCHISEE [print company name]:

By: _____

By: _____

Print Name: _____

Title: _____

Title: _____

**VIRGINIA ADDENDUM TO THE
LICENSE AGREEMENT**

~~In recognition of the requirements of the Virginia Retail Franchising Act, § 13.1-557 et seq., of the Code of Virginia, the parties to the attached Bruegger's Franchise Corporation License Agreement (the "Agreement") agree as follows:~~

~~1. **Governing Law.** Section 14.6 of the Agreement is amended by adding the following language:-~~

~~Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.~~

~~2. **Restrictions on Competition.** Exhibit F of the Agreement is amended by adding the following language:-~~

~~Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.~~

~~3. **No Waiver of Disclaimer of Reliance.** 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~4. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of the Virginia Retail Franchising Act, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

**BRUEGGER'S FRANCHISE
CORPORATION**

LICENSEE [print company name]:

By: _____

By: _____

Print Name: _____

Title: _____

Title: _____

**VIRGINIA ADDENDUM TO THE
DEVELOPMENT AGREEMENT**

~~In recognition of the requirements of the Virginia Retail Franchising Act, § 13.1-557 et seq., of the Code of Virginia, the parties to the attached Bruegger's Franchise Corporation Development Agreement (the "Agreement") agree as follows:~~

~~1. Governing Law. Section 20.1 of the Agreement is amended by adding the following language:-~~

~~Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.~~

~~2. Restrictions on Competition. Section 11.2 of the Agreement is amended by adding the following language:-~~

~~Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.~~

~~3. No Waiver of Disclaimer of Reliance. 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~4. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and BFC satisfy all of the jurisdictional requirements of the Virginia Retail Franchising Act, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

~~BRUEGGER'S FRANCHISE
CORPORATION~~

~~DEVELOPER [print company name]:~~

~~By: _____~~

~~By: _____~~

~~Print Name: _____~~

~~Title: _____~~

~~Title: _____~~

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

~~1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.~~

~~2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Franchise Agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the Franchise Agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law~~

~~3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.~~

~~4. **General Release.** A release or waiver of rights in the Franchise Agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).~~

~~5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the Franchise Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~

~~6. **Transfer fees.** Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.~~

~~7. **Termination by Franchisee.** The franchisee may terminate the Franchise Agreement under any grounds permitted under state law.~~

~~8. **Certain Buy-Back Provisions.** Provisions in Franchise Agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the Franchise Agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.~~

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

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

~~11. **Franchisor's Business Judgement.** Provisions in the Franchise Agreement or related agreements stating that the franchisor may exercise its discretion on the basis~~

~~of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.~~

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

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

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

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

~~16. Questionnaires and Acknowledgments. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

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

~~18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.~~

~~BRUEGGER'S FRANCHISE
CORPORATION~~

~~FRANCHISEE/DEVELOPER/LICENSEE
[print company name]:~~

By: _____

By: _____

Print Name: _____

Title: _____

Title: _____

State Effective Dates

The following states 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	Pending <u>Not Effective</u>
Illinois	Pending <u>Not Effective</u>
Indiana	Pending <u>Not Effective</u>
Maryland	Pending <u>Not Effective</u>
Michigan	Pending <u>Not Effective</u>
Minnesota	Pending
New York	Pending <u>Not Effective</u>
North Dakota	Pending <u>Not Effective</u>
Rhode Island	Pending <u>Not Effective</u>
South Dakota	Pending <u>Not Effective</u>
Virginia	Pending <u>Not Effective</u>
Washington	Pending <u>Not Effective</u>
Wisconsin	Pending <u>Not Effective</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.

Receipt

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

If Bruegger's Franchise Corporation ("BFC") offers you a franchise, BFC must provide this document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. ~~New York requires that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.~~

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

The franchisor is Bruegger's Franchise Corporation, located at 1720 S. Bellaire Street, Suite Skybox, Denver, Colorado 80222, (303) 568-8000.

The issuance date of this Franchise Disclosure is April 28, 2026.

The franchise seller is Paula Greenwell, and Tina Welch at 1720 S. Bellaire Street, Suite Skybox, Denver, Colorado 80222 (tel 303.568.8000). If any other individuals are involved in offering the franchise, write in the name(s) of the individual(s): _____

BFC authorizes the agents listed in Exhibit G to receive service of process.

I have received a disclosure document dated April 28, 2026 that included the following Exhibits:

A. Franchise Agreement	F. Current Franchisees/Licensees and Former Franchisees
B. Development Agreement	G. List of State Administrators; Agents for Service of Process
C. License Agreement for Non-Traditional Locations	H. Additional State-Required Information and State-Required Contract Addenda
D. Table of Contents of Operations & Training Manuals	I. Financial Statements
E. Sample of Release to be signed when you develop, renew, or transfer a Bakery	

Date Received

Signature of Prospective Franchisee

Name (please print)

Please keep this page together with your copy of the FDD

Receipt

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

If Bruegger's Franchise Corporation ("BFC") offers you a franchise, BFC must provide this document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. ~~New York requires that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.~~

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

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C. License Agreement for Non-Traditional Locations	H. Additional State-Required Information and State-Required Contract Addenda
D. Table of Contents of Operations & Training Manuals	I. Financial Statements
E. Sample of Release to be signed when you develop, renew, or transfer a Bakery	

Date Received

Signature of Prospective Franchisee

Name (please print)

Please sign, date, and send this copy to BFC

Summary report: Litera Compare for Word 11.13.0.54 Document comparison done on 6/9/2026 3:51:50 PM	
Style name: GT-3 - Headers and footers included, no moves, no comments	
Intelligent Table Comparison: Active	
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Modified DMS: iw://dmsamericas.gtlaw.com/active/724959459/2 - Bruegger's 2026 FDD (MN).docx	
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Delete	439
Move From	0
<u>Move To</u>	0
Table Insert	1
Table Delete	19
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	527