FRANCHISE DISCLOSURE DOCUMENT

Great Greek Franchising, LLC
A Florida Limited Liability Company
2121 Vista Parkway
West Palm Beach, Florida 33411
(561) 578-2708
info@thegreatgreekfranchise.com
www.thegreatgreekgrill.com

The franchised business is to operate a fast-casual restaurant specializing in Greek and Mediterranean cuisine under the brand name "The Great Greek Mediterranean Grill®".

The total investment necessary to begin operation of a The Great Greek Mediterranean Grill® franchise Restaurant is $704,620 to $1,206,725. This includes $245,400 to $284,750 that must be paid to the franchisor and $10,000 to $13,675 that must be paid to the franchisor's affiliate.

The total investment necessary to develop multiple franchised Restaurants under our form of Multi-Unit Development Agreement depends on the number of franchises you are awarded the right to develop. By way of example, the total investment necessary to begin operation under a three-unit Multi-Unit Development Agreement is $744,620 to $1,246,725. This includes $285,400 to $324,750 that must be paid to the franchisor and $10,000 to $13,675 that must be paid to the franchisor's affiliate. The minimum number of The Great Greek Mediterranean Grill® units that you are required to develop under the Multi-Unit Development Agreement is three units.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact a Franchise Development Specialist at 2121 Vista Parkway, West Palm Beach, Florida 33411, (888) 978-3171.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

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

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

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

Issuance date: August 19, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

Question	Where to Find Information
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit I.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Great Greek Mediterranean Grill in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Great Greek Mediterranean franchisee?	Item 20 or Exhibit I lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restriction. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific 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:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by arbitration or litigation only in Florida. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate or to litigate with us in Florida than in your own state.

2. We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

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.

THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY

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 on 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 protection provided in this act. 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 franchisees 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.

(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 sub-franchisor.

(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 should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48933
Telephone Number: (517) 373-7117

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ATTACHED EXHIBITS

Exhibit A	State Administrators and Agents for Service of Process
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Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, "we", "us," the "Company," "TGG," or "our" refers to Great Greek Franchising, LLC. "You" means the person, including any owner or entity, to whom we grant a franchise.

Our name is Great Greek Franchising, LLC. Our principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. We use the names "Great Greek Franchising, LLC," "The Great Greek," and "The Great Greek Mediterranean Grill®". We do not intend to use any other names to conduct business.

Our agent for service of process in Florida is Mark D. Nichols, General Counsel, whose business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. Our agents for service of process in other states are disclosed in Exhibit A.

We are a Florida limited liability company. We were formed on December 4, 2017. Our owners are UFG Holdings Group, LLC, a Florida limited liability company whose business address is the same as ours, and TGG Partners, LLC, a Nevada limited liability company whose business address is 10655 Park Run Dr., Suite 130, Las Vegas, Nevada 89144.

We have no predecessors.

Information About Our Business and the Franchises Offered

We have offered franchises since January of 2018. We do not operate businesses of the type being franchised. We do not have any other business activities. We have not offered franchises in other lines of business.

If you sign a franchise agreement with us (hereinafter "Franchise Agreement"), you will develop and operate a fast-casual restaurant specializing in Greek and Mediterranean cuisine under the trade name "The Great Greek Mediterranean Grill®" (hereinafter "Restaurant"). If you sign a Multi-Unit Development Agreement (attached as Exhibit B to this disclosure document), you will develop multiple The Great Greek Mediterranean Grill® outlets on an agreed-upon schedule. For each future unit franchise, we will require you to sign our then-current form of Franchise Agreement, which may be different from the form of Franchise Agreement included in this disclosure document.

The Great Greek Mediterranean Grill® offers its products and services to the general public and competes with other restaurants specializing in Greek and Mediterranean food, restaurants in general, and other food service businesses. The market is developed and very competitive. Sales are not seasonal. You will compete against national restaurant chains, regional chains, and independent owners. Some of these competitors are franchised.

Laws and Regulations

The restaurant industry has certain laws and regulations specific to it. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local health departments administer and enforce laws and regulations that govern food preparation and service, waste disposal, and sanitary conditions. State and local agencies inspect restaurants for compliance with these requirements. Certain provisions of these laws impose limits on emissions resulting from commercial food preparation. Some states have also adopted or are considering proposals to regulate indoor air quality.

The menu labeling provisions of the Patient Protection and Affordable Health Care Act require restaurant chains with 20 or more units to post caloric information on menus and menu boards, and to provide additional written nutrition information to consumers upon request. For smaller chains, some states and local governments may require you to comply with laws relating to the labeling that is included on your menus, menu boards, and related materials. Some state and local authorities have also adopted, or are considering adopting, laws or regulations that would affect the content or make-up of food served in restaurants, such as the level of trans-fat contained in a food item.

If you sell beer and wine, you will need to obtain the applicable required license. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty and cost associated with obtaining a liquor license, the restrictions placed on the manner in which alcoholic beverages may be sold, and the potential liability imposed by dram shop laws addressing injuries directly and indirectly related to the sale of alcohol and its consumption.

Affiliates

Our affiliate, Franchise Real Estate, Inc. ("Franchise Real Estate") is a real estate services company which was formed in October 2002. Franchise Real Estate's principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. Franchise Real Estate offers real estate services and assistance to our franchisees including demographics, site selection, lease negotiation, construction management, location design and layout, and assistance with obtaining building renovation costs. Franchise Real Estate does not offer and has not offered franchises in this or any other line of business.

None of our other affiliates provides products or services to our franchisees.

We are a member of United Franchise Group, an affiliated group of companies located at 2121 Vista Parkway, West Palm Beach, Florida 33411 (collectively, "UFG") whose franchising companies are:

1. **Sign*A*Rama Inc.** ("Signarama"), the world's largest franchisor of retail sign shops that has been in franchising since April 1987, and has 686 locations in 22 countries;

2. **FP Franchising, Inc., d/b/a Fully Promoted** ("Fully Promoted"), a franchisor of retail stores for online marketing services, print marketing and branded products including, embroidered logoed apparel, that has been in franchising since September 2000 and has 314 locations in 11 countries. In January 2017, our affiliate Fully Promoted modified the principal trademark for the retail stores from "EmbroidMe" to "Fully Promoted" and currently has franchises operating as EmbroidMe stores, franchises operating as Fully Promoted stores and franchises in the process of transitioning their operation as EmbroidMe stores to Fully Promoted stores;

3. **Transworld Business Advisors, LLC** ("TBA"), a franchisor of business brokerage agencies that also provide franchise referral lead services that has been franchising since December 2010 and has agencies servicing 527 territories in 14 countries;

4. **Graze Craze Franchising, LLC** ("GCZ"), a franchisor of stores offering grazing and charcuterie style cuisine. It has been franchising since June 2021 and currently has 130 franchise locations and 1 affiliated location in 4 countries;

5. **Exit Factor, LLC** ("EXF"), a franchisor of businesses providing business coaching and consulting services to business owners that has been franchising since September 2023 and currently has locations servicing 105 franchised territories and 4 affiliated territories in 2 countries;

6. **BOT Franchising, LLC** ("BOT") a franchisor of businesses offering tint and automotive restyling, residential and commercial window film installation and marine tinting, audio upgrades, and detailing services that has been franchising since August 2025 and currently has 33 locations.

Please note that United Franchise Group is simply a collection of affiliated distinct franchising-related brands. The brands within United Franchise Group, which offer franchises that sell food products or services to the general public, are collectively known as Big Flavor Brands. United Franchise Group is not an owner or parent company of any kind. Big Flavor Brands and United Franchise Group are simply tradenames for a group of separate and legally distinct franchising and franchising-related brands which are affiliated with one another but separate and distinct business entities.

The principal business address for our affiliates is 2121 Vista Parkway, West Palm Beach, Florida 33411. The location and territory information disclosed above for our affiliates Signarama, Fully Promoted, TBA, GCZ, EXF, and BOT are as of June 30, 2026.

Except as described above, none of our affiliates offer, and we have not offered, franchises in any other line of business. None of our affiliates operates a business that is similar to The Great Greek Mediterranean Grill®.

Item 2
BUSINESS EXPERIENCE

Ray Titus – ***Chief Executive Officer – West Palm Beach, FL***

- Chief Executive Officer of TBA since February 2026; BOT since June 2025; IA Franchising LLC ("IA"), a franchisor of businesses providing telephone call management and live answering services in West Palm Beach, FL, from May 2025 to February 2026; IO Franchising, LLC ("IO"), a franchisor of businesses providing shared office services, virtual offices and communications solutions in West Palm Beach, FL, from November 2023 to February 2026; CK Franchising, LLC d/b/a Cannoli Kitchen Pizza ("CK"), a franchisor of quick service restaurants in West Palm Beach, FL, from May 2023 to April 2025; EXF since May 2022; OE Franchising, LLC ("OE"), a franchisor of businesses providing shared office services, including live answering service and telephone call management, in West Palm Beach, FL, from April 2022 to February 2026; GCZ since March 2021; Resource Operations International LLC d/b/a Preveer ("Preveer") a franchisor of businesses offering to contract out various services in West Palm Beach, FL from August 2019 to July 2022; Network Lead Exchange, LLC ("NLX"), a franchisor of local chapters that belong to an online business networking site in West Palm Beach, FL, from July 2018 to February 2024; TGG since November 2017; J.S. Subs, LLC ("JSS"), a franchisor of restaurants in West Palm Beach, FL, from April 2015 to June 2022; and Signarama since January 2008.
- Managing Member of Venture X Franchising, LLC ("VTX"), a franchisor of co-working, collaborative office facilities in West Palm Beach, FL, from September 2015 to February 2026.
- Chairman of the Board of Fully Promoted since January 2008.
- Manager of TBA from October 2010 to February 2026.

Brady Lee – ***Chief Operating Officer – West Palm Beach, FL***

- President of Xsella Acquisitions, an acquisition company that identifies, evaluates, and assists in structuring deals for the transfer of assets and operational control in businesses in West Palm Beach, FL, since January 2026.
- Chief Operating Officer of BOT since June 2025; IA from May 2025 to February 2026; IO from November 2023 to February 2026; CK from May 2023 to April 2025; EXF since May 2022; OE from April 2022 to February 2026; GCZ since March 2021; TGG, TBA, Fully Promoted and

Signarama since June 2020; VTX from June 2020 to February 2026; NLX from June 2020 to February 2024; Preveer from June 2020 to July 2022; and JSS from June 2020 to June 2022.
- President of GCZ from January 2022 to December 2022.

Todd Newton – ***Chief Financial Officer – West Palm Beach, FL***
- Chief Financial Officer of BOT since June 2025; IA from May 2025 to February 2026; IO from November 2023 to February 2026; CK from May 2023 to April 2025; EXF since May 2022; OE from April 2022 to February 2026; GCZ since March 2021; Preveer from August 2019 to July 2022; NLX from July 2018 to February 2024; TGG since November 2017; VTX from September 2015 to February 2026; JSS from April 2015 to June 2022; TBA since October 2010; and Signarama and Fully Promoted since January 2007.

Michael White – ***Chief Development Officer and Director of UFG Global – Durham, NC***
- Director of UFG Global since January 2026.
- Chief Development Officer of BOT since August 2025; IA from August 2025 to February 2026; IO from February 2024 to February 2026; EXF since September 2023; CK from September 2023 to April 2025; OE from May 2022 to February 2026; GCZ since June 2021; TGG, TBA, Fully Promoted and Signarama since November 2020; VTX from November 2020 to February 2026; NLX from November 2020 to February 2024; Preveer from November 2020 to July 2022; and JSS from November 2020 to June 2022.
- President of VTX from January 2022 to June 2023.
- Director of Sales of TBA from August 2024 to January 2026; OE from May 2022 to January 2026; GCZ from June 2021 to December 2021; Preveer from January 2020 to July 2022; NLX from January 2019 to February 2024; Fully Promoted from September 2018 to December 2025; VTX from September 2018 to January 2024; Signarama from September 2018 to December 2023; and TGG, JSS, and TBA from September 2018 to December 2021.

Robert Andersen – ***President – West Palm Beach, FL***
- President of TGG since June 2021.

Shane Lee – ***Director of Sales – West Palm Beach, FL***
- Director of Sales of GCZ and TGG since January 2026; and SAR from January 2024 to January 2026.
- Regional Vice President of Fully Promoted since December 2024; and OE, GCZ, NLX, TGG, VTX, TBA, Fully Promoted, and Signarama from December 2022 to December 2023.
- Development Manager of VTX from September 2021 to December 2022.

James Butler – ***Vice President of International Development – West Palm Beach, FL***
- Vice President of International Development of BOT, EXF, GCZ, TGG, TBA, Fully Promoted, and Signarama since January 2026; and IA, IO, OE, and VTX from January 2026 to February 2026.
- International Regional Vice President in Latin America and the Caribbean of BOT, EXF, GCZ, TGG, TBA, Fully Promoted, and Signarama since January 2026; and IA, IO, OE, and VTX from January 2026 to February 2026.
- Director of Sales of CK from September 2023 to April 2025; TGG from January 2022 to January 2026; GCZ from January 2022 to December 2024; and JSS from January 2022 to June 2022.
- Senior Executive of GCZ from May 2021 to January 2022; TGG from December 2021 to January 2022; and JSS from January 2022 to June 2022.
- President of JSS from September 2018 to December 2021.

Andrew Titus – ***President of UFG – West Palm Beach, FL***

- President of BOT since May 2026; UFG since January 2026; and Fully Promoted from December 2022 to April 2026.
- Director of Sales of GCZ from December 2024 to January 2026.
- Executive Vice President of Signarama from January 2022 to January 2026; Preveer from January 2022 to July 2022; JSS from January 2022 to June 2022; GCZ, NLX, TGG, VTX, TBA and Fully Promoted from January 2022 to December 2022.
- Regional Vice President of GCZ from June 2021 to December 2021; and Preveer, NLX, TGG, VTX, JSS, TBA, Fully Promoted and Signarama from March 2020 to December 2021.

A.J. Titus – ***UFG Executive Director – West Palm Beach, FL***

- UFG Executive Director since January 2026.
- Senior Executive of BOT since August 2025; IA from August 2025 to February 2026; IO from February 2024 to February 2026; EXF since September 2023; CK from September 2023 to April 2025; OE from May 2022 to February 2026; GCZ since June 2021; TGG, TBA and Fully Promoted since November 2020; VTX from November 2020 to February 2026; NLX from November 2020 to February 2024; Preveer from November 2020 to July 2022; and JSS from November 2020 to June 2022.
- President of UFG from January 2021 to January 2026; and Signarama since March 2018.

Austin Titus – ***Senior Executive – West Palm Beach, FL***

- Senior Executive of BOT since August 2025; IA from August 2025 to February 2026; EXF, GCZ, TGG, TBA, Fully Promoted, and Signarama since July 2025; and IO, OE, and VTX from July 2025 to February 2026.
- President of AFI since July 2025; CK from September 2023 to April 2025; and NLX from January 2020 to February 2024.
- Sales Coordinator of Preveer from July 2020 to July 2022.

Nick Bruckner – ***Senior Vice President of Sales – West Palm Beach, FL***

- Senior Vice President of Sales of BOT since August 2025; IA from August 2025 to February 2026; IO from February 2024 to February 2026; EXF since September 2023; CK from September 2023 to April 2025; OE from May 2022 to February 2026; GCZ since June 2021; Preveer from January 2020 to July 2022; NLX from January 2019 to February 2024; TGG since November 2017; VTX from December 2015 to January 2024; JSS from December 2015 to June 2022; TBA since February 2015; Fully Promoted since October 2004; and Signarama since January 2000.
- Director of Sales of VTX from January 2024 to January 2026.

John Fleming – ***Regional Vice President – Monroe, WA – Western Region***

- Regional Vice President of BOT since August 2025; IA from August 2025 to February 2026; IO from February 2024 to February 2026; EXF since September 2023; CK from September 2023 to April 2025; OE from May 2022 to February 2026; GCZ since June 2021; Preveer from January 2020 to July 2022; TGG, TBA, Fully Promoted and Signarama since April 2019; VTX from April 2019 to February 2026; NLX from April 2019 to February 2024; and JSS from April 2019 to June 2022.

Mark Patek – ***Regional Vice President – Lee's Summitt, MO – Central US Region***

- Regional Vice President of BOT, EXF, GCZ, TGG, TBA, Fully Promoted, and Signarama since December 2025; and IA, IO, OE, and VTX from December 2025 to February 2026.
- Senior Business Development Manager of Amazon, an ecommerce and logistics company in Kansas City, MO, from August 2020 to December 2025.

Matthew Szafaryn – ***Regional Vice President – West Palm Beach, FL – Eastern US Region***

- Regional Vice President of BOT since August 2025; IA from August 2025 to February 2026; IO from February 2024 to February 2026; EXF since September 2023; CK from September 2023 to April 2025; GCZ, TGG, TBA, Fully Promoted, and Signarama since January 2023; OE and VTX from January 2023 to February 2026; and NLX from January 2023 to February 2024.
- Sales Manager of TGG from January 2021 to December 2022; and JSS from January 2021 to June 2022.

Hudson Bohan – ***Development Manager – West Palm Beach, FL***

- Development Manager of TGG since December 2023.
- Franchise Development Representative of CK and EXF from September 2023 to December 2023; and OE, GCZ, NLX, TGG, VTX, TBA, Fully Promoted, and Signarama from May 2023 to December 2023.
- Supply Chain Associate of Fastenal, an industrial supplies distributor and logistics company in Pompano Beach, FL, from July 2020 to May 2023.

Item 3
LITIGATION

A. Pending Litigation:

D&D Greek Restaurant, Inc. v. Great Greek Franchising, LLC, (Case No. 20-09770, U.S. District Court for the Central District of California) Filed on October 30, 2020. The case is based upon alleged prior use of the name "The Great Greek." A single California business, operating as "The Great Greek Restaurant," seeks to invalidate the Company's federally registered trademark; the single unit California business does not have a federal or state trademark. The single unit California business has been in operation since 1984 and operates no other restaurants anywhere in the United States. The single California business has yet to file an opposition to TGG's trademark with the USPTO. Trial concluded in September 2022, and the parties are awaiting judgment from the Court.

B. Litigation Against Franchisees Commenced in the Past Fiscal Year: None

C. Completed Litigation: None

D. Restrictive Orders:

The following injunctive order relates to Signarama, an affiliate of ours and covers certain directors, officers and employees of Signarama.

Federal Trade Commission, Plaintiff v. Minuteman Press International, Inc., Speedy Sign-A-Rama, USA, Inc., Roy W. Titus and Jeffrey Haber, Defendants (CV 93-2496) Filed on June 4, 1993, in the United States District Court, Eastern District of New York. The Federal Trade Commission complaint alleged that the Defendants violated Section 5(a) of the Federal Trade Commission Act and the Commission's Franchise Rule (16 CFR Part 436) by falsely representing to prospective franchisees potential gross sales levels and profitability of their franchise units, failing to disclose the obligation to pay a substantial transfer fee upon the resale of the franchise, and by making earnings claims without proper documentation and in contradiction of statements in their disclosure documents. On December 18, 1998, an injunction was filed prohibiting the Defendants excluding Haber from doing the following: A. Making, or assisting in the making of, expressly or by implication, orally or in writing, to any prospective franchisee any statement or representation of past, present or future sales, income, or gross or net profits of any existing or prospective franchisee or group of

franchisees, unless at the time of making such representation the defendant possesses written material that provides a reasonable basis for the representation. B. Violating any provision of the Franchise Rule 16 C.F.R. Part 436 or the Rule as it may later be amended and the disclosure requirements of the UFOC in effect at the time. C. Assessing or collecting a transfer/training fee from any franchisee who sells or assigns its franchise unless the selling franchisee received a copy of a disclosure statement indicating that such fee would be charged. D. Failing to monitor and investigate any complaints about compliance with the rule or the injunction. E. To cooperate with the Commission in the enforcement of this injunction.

The following order relates solely to Signarama.

Signarama entered into a consent order with the Securities Commissioner of Maryland in January 1996. The matter is captioned In the Matter of Speedy Sign-A-Rama, USA, Inc. and is Case No. S-95-112. It is alleged in the consent order that Speedy sold 4 franchises in the State of Maryland after its registration under the Maryland Franchise Law had lapsed, and before it was renewed. In settlement of the matter, and while neither admitting nor denying the findings in the order, Speedy agreed to offer rescission to the 4 franchisees, adopt a compliance program intended to avoid unregistered sales and disclose the existence of the order in its franchise disclosure document under the Maryland Franchises Law. All 4 franchisees stayed with Signarama.

The following order relates solely to TGG.

TGG entered into a consent order with the Department of Financial Protection and Innovation of the State of California in August 2021. The matter is captioned In the Matter of: The Commissioner of Financial Protection and Innovation v. Great Greek Franchising, LLC. The Commissioner found that TGG removed a condition of registration that was previously imposed on the franchisor, which required franchisor to defer collection of initial franchise fees until all of its pre-opening obligations were completed and franchisees commenced doing business, without express authorization from the Department, and also failed to indicate the change in the marked copy of the FDD submitted to the Department, in violation of 10 C.C.R. § 310.122.1 and Corporations Code § 31200. Franchisor also collected franchise fees prior to completing its pre-opening obligations and franchisees opening for business, in violation of Corporations Code § 31203. In settlement of the matter, TGG agreed to desist and refrain from the violations of Corporations Code section(s) 31200, 31203, and Rule 310.122.1, pay an administrative penalty, offer rescission to each of the franchisees who were offered and sold a franchise from October 18, 2018, to August 20, 2020, and attend continuing education. As of today, TGG has mailed the rescission offers to the franchisees, paid the administrative penalty, completed the continuing education, and made all payments required under the rescission offer.

The following orders relates solely to TGG, GCZ and UFG:

In March 2022, TGG, GCZ, and UFG entered into consent orders with the State of California, and its Department of Financial Protection and Innovation, as it relates to alleged violations which occurred at a trade show in California. It is alleged in the consent orders that, in October 2021, TGG and GCZ, holding themselves out as members of the UFG affiliated family of brands in a booth during a trade show within the state of California, provided information regarding the franchise offerings without a valid registration or exemption to offer or sell franchises in California. More specifically, a single representative of TGG, GCZ and UFG showed an individual the Graze Craze website and that the same representative made financial performance representations regarding The Great Greek Mediterranean Grill franchise system. Further, the Department concluded that the employee's actions constituted a response to an inquiry regarding GCZ franchise offering, and a later representation by a GCZ representative that all inquiries had been declined was concluded to be untruthful. As required by the consent orders, TGG, GCZ, and UFG agreed to desist and refrain from the violations of Corporations Code section(s) 31110, 31201, and 31204,

pay an administrative penalty, send a Notice of Consent Order to TGG franchisees, and contract with an independent monitor for up to three years to assist with developing, implementing, and reviewing policies and procedures of its franchise sale.

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

Item 4
BANKRUPTCY

Except as set forth above, no bankruptcy information is required to be disclosed in this Item.

Item 5
INITIAL FEES

FRANCHISE AGREEMENT

Franchise Fee

When you sign your Franchise Agreement, you must pay us $39,500 as the initial franchise fee. Prior to signing the Franchise Agreement, you will be required to pay a $9,500 deposit (commonly referred to as a "binder") upon signing a Deposit Receipt, which is attached to this disclosure document as Exhibit E. At least 14 days prior to paying this binder or signing a Deposit Receipt, we will provide you with a copy of this Disclosure Document, together with a copy of all proposed agreements relating to the sale. This binder is fully refundable if you do not purchase a The Great Greek Mediterranean Grill® franchise. In the event you do not execute a Franchise Agreement within six (6) months from the date you execute a Deposit Receipt, we reserve the right to refund your deposit. If you do not sign a Franchise Agreement and you do not ask for a refund within three (3) years from the date you execute a Deposit Receipt, your deposit shall become non-refundable. After we receive your binder, we assist you with your search for your location. On the date you enter into your Franchise Agreement, the binder is applied against the initial franchise fee leaving a remainder of $30,000 to be paid at the time of signing the Franchise Agreement.

Eligible United States military veterans, or his or her spouse, with 1 to 10 years of active duty service will receive a discount of 10% of the franchise fee. Eligible veterans with 11 to 20 years of active duty service will receive a discount of 15% of the franchise fee. Eligible veterans with 21 or more years of active duty service will receive a discount of 25% of the franchise fee. Eligible veterans will receive a discount of 5% of the transfer fee. An eligible veteran is a veteran who has received an honorable discharge. The Great Greek Mediterranean Grill® franchise system is a member of the International Franchise Association and participates in IFA's VetFran Program, which further provides special financial incentives to qualified veterans.

Owners in good standing of our affiliated brands (Signarama, Fully Promoted, TBA, GCZ, EXF, and BOT) who purchase The Great Greek Mediterranean Grill® franchise will pay a reduced franchise fee of $35,550.

The initial franchise fee is non-refundable. Except as described above, the initial franchise fee and the binder are uniformly charged.

Restaurant Package

You must purchase a restaurant package from us, as further described in Items 7 and 8. The contents and cost of the standard restaurant package vary depending on the square footage, condition, and capacity of your Restaurant location. The range of costs, including shipping, is from $215,775 to $245,250, plus taxes. A deposit of $12,500 on the restaurant package is paid upon execution of the Franchise Agreement and/or multi-unit development agreement (described below). A second payment of $37,500 is due within 10 days of signing a lease for your business location, and the balance is due upon earlier of the construction permits being issued for your business location or upon funding of your construction loan. In the event you own the building in which the Restaurant will be located, the payment of $37,500 will also be due with the balance, payable upon the earlier of construction permits issued for your business location or funding of a construction loan. The restaurant package contains equipment, coolers, furniture, Point-of-Sale System (POS), Digital Menu Board System, Dining Area Furniture, small wares, interior trade dress, sound system, Back Office Restaurant Suite, outdoor sign, uniforms, grand opening marketing, and promotional package. Except for a few items, the equipment package contains all of the equipment, appliances, furniture, fixtures and signage, to begin operating your The Great Greek Mediterranean Grill®. Amounts paid for the restaurant package are uniformly charged and are not refundable. The Restaurant Package includes a restaurant Back Office Suite, which includes accounting, AP Automation, bookkeeping, food cost management and payroll for one year at a discounted price. In addition, a Grand Opening Marketing Program is included in the Restaurant Package. We will coordinate a pre-approved series of diversified marketing activations with multiple, approved vendors. The program runs approximately 12-16 weeks, from approximately 4 weeks prior to opening through the first 3 months after opening.

The price of the standard package is based on a standard layout consisting of between 1,800 and 2,000 square feet of usable space. The price also assumes our standard interior and exterior signs comply with requirements of your landlord and local authorities. You should familiarize yourself with requirements in your lease and local ordinances and building codes.

Real Estate Service Charge

Our affiliate Franchise Real Estate is available to assist you with site selection and lease negotiation. You may use Franchise Real Estate's site selection and lease negotiation assistance at your option. Franchise Real Estate may be compensated by your landlord for their services. If you select this option, the service charge is uniformly charged and will be required to be paid prior to opening your Restaurant and is not refundable.

Design and Project Management Fee

You will pay our affiliate, Franchise Real Estate, a Design and Project Management Fee ("DPM Fee") of $10,000 for assistance in managing the construction or remodeling and finishing of the location for your business. You will pay the DPM Fee upon signing the Franchise Agreement. Generally, the DPM Fee is uniformly charged; however, in certain unique circumstances in the past fiscal year, we have reduced or waived a fee for a particular franchisee. The DPM Fee is not refundable.

MULTI-UNIT DEVELOPMENT AGREEMENT

Development Fee

If you and we agree that you will develop at least three (3) The Great Greek Mediterranean Grill® Restaurants, then you will sign our Multi-Unit Development Agreement ("MUDA") in the form of Exhibit B to this disclosure document as well as the Franchise Agreement for the first Restaurant to be developed.

The Multi-Unit Development Agreement requires the Developer to pay us a nonrefundable Development Fee equal to the Initial Franchisee Fee for the first required Restaurant plus $20,000 for each additional required Restaurant (as specified in the development schedule negotiated between the Developer and us). As each required Restaurant is developed, the Developer must pay us an initial franchise fee of $29,500 (less $20,000 credit from the development fee) for that Restaurant. You must sign a Franchise Agreement for an additional Restaurant by the date required in the Development Schedule.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty[1]	6% of your gross revenues.	Payable weekly on the Tuesday of the following week.	Gross revenues include all revenue from the franchise location. Gross revenues do not include documented refunds or sales tax.
Marketing/Brand Fund Contribution[2]	3% of your gross revenues.	Payable weekly on the Tuesday of the following week.	We reserve the right to increase the Marketing/Brand Fund Contribution to 4% in the future.
Market Advertising Cooperative Contribution[3]	As determined by co-op. Currently, none.	As determined by co-op.	Payable to the cooperative. We have the right to establish local or regional advertising cooperatives.
Local Marketing	1% of your gross revenues.	Varies	Payable to vendors. You are required to spend this money throughout the year in your local market, according to our marketing guidelines.

Type of Fee	Amount	Due Date	Remarks
Restaurant Visits by Company Representatives	Currently $600, plus our out-of-pocket costs.	As agreed upon.	You may request that the Company send a representative to your Restaurant for assistance and advice. If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support). Fee may be increased by up to 10% annually and increase must apply to all Restaurants.
Training Fee[4]	$500 or then-current fee for each person who attends Level 1 training where the fees are not covered by the initial franchise fee and for any persons attending Level 2 training.	Prior to attending training.	The initial franchise fee covers the fee for up to 2 persons to attend Level 1 training prior to opening your Restaurant. The fee shown here is an attendance charge for any persons you send to Level 2 training and each additional person you send to Level 1 training. The fee is payable to us. Fee may be increased by up to 10% annually and increase must apply to all Restaurants.

Type of Fee	Amount	Due Date	Remarks
Third-Party Vendors	Pass-through of costs, plus a 10%administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together a 10% markup or charge for administering the payment program.
Credit Card Processing	Varies	As incurred	You may have to pay a bank or third-party vendor a per transaction cost to authenticate and secure credit card transactions.
EPOS System Fee[5]	Currently, $420 to $470 per month or the then-current fee.	Monthly	Payable to vendor. Fee may only be increased to reflect the actual costs charged by vendor.
Non-Compliance Fee	$500	On demand	We may charge you $500 if your business is not in compliance with our system specifications or the Franchise Agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.

Type of Fee	Amount	Due Date	Remarks
Technology Fee[6]	Currently, $150 per month.	Monthly, on the 5th day of each month.	Payable to us. Fee may be increased by up to 10% annually and increase must apply to all Restaurants.
Online Ordering, Gift Card, and Loyalty/Rewards Programs[7]	$60 - $80 per month or then-current fee.	Monthly	Payable to vendor. Fee may only be increased to reflect the actual costs charged by vendor.
Restaurant Back Office Management System[8]	$70-$325 per month or then-current fee.	Monthly	Payable to vendor. Fee may only be increased to reflect the actual costs charged by vendor.
Menu Management System Fee	Currently, $70 per month.	Monthly.	Payable to vendor. Fee may only be increased to reflect the actual costs charged by vendor.
Conference Fee	$379 per year or the then-current fee.	January 15th	Payable to us. Fee may be increased by up to 10% annually and increase must apply to all Restaurants.
Reimbursement	Amount that we spend on your behalf, plus 10%.	Within 15 days of invoice.	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us for the amount paid and an administrative fee.
Late Fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).	On demand	We may charge a late fee if you fail to make a required payment when due.

Type of Fee	Amount	Due Date	Remarks
Insufficient Funds Fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law).	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of Collection	Our actual costs	On demand	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Customer Complaint Resolution	Our expenses	On demand	We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Supplier Approvals	Our cost of any tests or inspections we deemed necessary, not to exceed $1,000.	On demand	To cover cost of testing products. Payable only if you request we approve an alternate supplier or product.
Records Audit[9]	Our actual cost of audit.	Payable at the time of audit.	Payable only if an audit shows an understatement of at least 2% for any audited period.

Type of Fee	Amount	Due Date	Remarks
Special Inspection Fee	Currently $600, plus our out-of-pocket costs.	On demand	Payable only if we conduct an inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification. Fee may be increased by up to 10% annually and increase must apply to all Restaurants.
Non-Compliance Cure Costs and Fee	Our out-of-pocket costs and internal cost allocation, plus 10%.	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Renewal Fee	$2,500	Thirty (30) days before renewal	Payable if you enter into a successor Franchise Agreement at the end of your agreement term to cover costs of closing and processing paperwork.
Development Schedule Extension Fee	$5,000	Prior to the deadline for opening the Restaurant.	Payable if you have a MUDA and wish to extend the deadline to open a particular Restaurant in the Development Schedule by 12 months.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee	The greater of: 1) $29,500; or 2) 10% of the sale price of the franchise business (not to exceed the amount of the then-current initial franchise fee); or 3) the then-current transfer fee at time of transfer.	Prior to consummation of the transfer.	Payable by you or the seller from the proceeds of the sale of the franchise. No future Transfer Fee shall ever exceed 125% of the current Transfer Fee stated in your Franchise Agreement.
Indemnification	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our willful misconduct or gross negligence).
Prevailing Party's Legal Costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party.	On demand	In any legal proceeding, the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

Unless indicated otherwise, the fees or payments listed above are payable to us and are nonrefundable. All of the fees listed above are uniformly applied to franchisees; however, in certain unique circumstances, we may reduce or waive a fee for a particular franchisee for a limited period of time.

[1] Our Franchise Agreement requires you to pay to us a continuing royalty, which is payable weekly. You are prohibited from offsetting or deducting this required royalty payment in any form or fashion. Reporting and payment of royalties shall be done electronically by such methods as the Company may direct from time to time. For a detailed definition of Gross Revenue, please see Article 1 of the Franchise Agreement.

[2] This Marketing/Brand Fund Contribution is paid to the Great Greek Mediterranean Grill® Marketing/Brand Fund. This fee will be used for system-wide advertising, Internet advertising, web hosting and development and advertising for new franchises. See Item 11 for more information regarding the Marketing/Brand Fund. In addition, you will conduct your own local marketing as described in Item 11.

[3] There are no marketing cooperatives, purchasing cooperatives, or other cooperatives; therefore, our own outlets do not have any voting power on any fees imposed by a cooperative. If a local or regional cooperative is established, company-owned Restaurants within the locality or region would participate. Each participating Restaurant owned by a franchisee and each participating company-owned Restaurant will be entitled to one vote on any fees imposed by the cooperative. The majority vote of the cooperative will determine the fees imposed by the cooperative. There are no minimum or maximum limits on fees which may be imposed by the cooperative.

[4] The initial franchise fee covers training fees for up to two persons to attend Level 1 initial training. This amount is payable to us for additional persons sent to Level 1 initial training and all persons attending Level 2 initial training, which also includes replacement employees attending Level 1 or Level 2 training or other employees attending refresher or additional training.

[5] The EPOS System Fee covers the monthly license and maintenance and technical support fee for the electronic point-of-sale software. The fee varies depending on features licensed to you.

[6] The monthly Technology Fee covers an integrated digital toolbox, website hosting and maintenance, domain names, and email addresses.

[7] The Online Ordering, Gift Cards, and Loyalty/Rewards Fee covers mobile, online order and delivery, loyalty and rewards, stored value and CRM marketing platforms.

[8] The monthly Restaurant Back Office Management System Fee covers a central restaurant platform for an operator to run the entire business, including forecasting, accounting, AP automation, bookkeeping, food cost, inventory, and labor management.

[9] You give us the right at all times to examine your electronic point-of-sale ("EPOS") system, financial books, bank accounts, bank statements, tax returns and records relating to the Restaurant together with the right to make copies. You must provide EPOS system reports and data, copies of your financial books, bank statements, tax returns and other records to us if we request. This right to audit shall also apply to any other business operated from your Restaurant premises that is owned or controlled by you or a member of your family. You are not permitted to combine or commingle your Restaurant operations with that of any other business. You are not permitted to use the bank account or EPOS system designated for your Restaurant to process transactions or sales, make deposits or pay expenses for another business. You must keep the financial books and records of your Restaurant separate and apart from your personal financial books and records and the books and records of any other business you own or operate. You must not file consolidated tax returns for the Restaurant which consolidate the income and deductions of the Restaurant with those of another business. This audit will be at our sole expense; provided, however, you will pay the reasonable cost of any audit where this audit discloses that you have paid 98% or less royalties in any one month, plus interest at the lesser of 18% or the highest rate allowed by law from the date such royalties were due. You will be required to maintain all of your financial records for a period of 6 years. You must send to us financial reports annually in the form that we request (balance sheet, profit and loss statement, etc.). You must also provide us with copies of your tax returns on an annual basis. Financial statements and reports for the Restaurant must not be consolidated with any other business. If you consolidate, combine, or commingle any of the financial books and records, tax returns or financial reports for the Restaurant with those of another business or use your EPOS system or bank account designated for the Restaurant in the operation of another business, our right to audit will be extended to the complete financial records, tax returns, books and bank accounts of the other business. The highest interest rate allowed in California is 10% annually. If your franchise is located in a jurisdiction where the franchise fee, royalty or any other fees paid by you to us are subject to a tax, you will be required to pay those taxes. You

must file all state, federal and local financial reports and returns that may be required by law relative to operating your Restaurant. We have the right to request copies of all of these reports or returns.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
FRANCHISE AGREEMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	Low	High			
Initial Franchise Fee[1]	$29,625	$39,500	Lump sum	Upon signing the Franchise Agreement	Us
Travel and Living Expenses (while attending Level 1 and 2 training programs)[2]	$10,500	$21,000	As Incurred	As incurred	Restaurants, Hotels, Airlines, Ground Transportation
Real Estate Lease Deposits[3]	$7,500	$18,000	Check	Upon execution of lease	Landlord
Real Estate Service Charge[4]	$0	$3,675	Lump Sum	Before you open your business	Franchise Real Estate
Design and Project Management Fee[5]	$10,000	$10,000	Lump sum	Upon signing the Franchise Agreement	Franchise Real Estate
Leasehold Improvements[6]	$374,755	$748,755	As arranged	Prior to opening	Architect, Contractors and/or Landlord
Restaurant Package[7]	$215,775 (plus taxes)	$245,250 (plus taxes)	As arranged	$12,500 is due upon signing the Franchise Agreement; $37,500 is due within ten (10) days after signing the lease for the Restaurant, and the balance is due upon the earlier of construction permits issued for the location, or funding of a construction loan.	Us

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	Low	High			
Opening Inventory[8]	$8,000	$17,500	As arranged	Prior to opening	Approved Suppliers
Insurance[9]	$2,310	$6,930	As arranged	As incurred	Supplier
Utility Deposits/Licenses[10]	$1,155	$3,465	As arranged	As incurred	Suppliers, Utility Providers; and/or Government Agencies
Opening Assistance[11]	$0	$2,650	As arranged	As incurred	Suppliers
Additional Funds (for 0 – 6 months)[12]	$45,000	$90,000	As arranged	As incurred	Employees, suppliers, and other third-party vendors
Total[13]	$704,620 (plus taxes)	$1,206,725 (plus taxes)			

Notes:

Except where noted otherwise, all amounts that you pay to us are nonrefundable. Third-party lessors and suppliers will decide if payments to them are refundable. Neither we nor any of our affiliates offer any financing for your initial investment.

[1] Initial Franchise Fee. The payment of the initial franchise fee is discussed in detail in Item 5 of this Disclosure Document. The lower amount represents the initial franchise fee for eligible U.S.A. veterans who have completed 21 (twenty-one) or more years of service.

If you sign a Multi-Unit Development Agreement, in addition to the $39,500 initial franchise fee for your first Restaurant, you will pay a reduced initial franchise fee of $29,500 for each additional Restaurant you agree to open. If you sign a Multi-Unit Development Agreement, you will pay a nonrefundable Development Fee equal to the initial franchise fee for your first Restaurant, $39,500, plus a deposit of $20,000 for each additional Restaurant you agree to open. As you proceed to develop and open Restaurants, you will sign a Franchise Agreement prior to opening each additional Restaurant. As each required Restaurant is developed, the Developer must pay an initial franchise fee of $29,500 (less $20,000 credit from the Development Fee) for that Restaurant.

[2] Travel and Living Expenses. Standard costs for training and opening assistance are covered in the initial franchise fee. Our initial training program is 4 to 5 weeks. You or your Operating Principal (as

defined in the Franchise Agreement), must attend the initial training program. You must pay all travel, accommodation, and living expenses for any additional individuals that attend the initial training program. We provide one person's hotel accommodations and round trip airfare to our Florida corporate headquarters where we hold Level 1 initial training. We also provide one daily meal for up to two people during Level 1 of initial training. You will incur additional costs for other daily meals, local transportation, and your entertainment. You will also incur additional costs for any other people you chose to attend Level 1 initial training, including their travel, meals, and other costs. You will also incur costs such as travel, meals, and transportation for any people who attend Level 2 initial training. See Item 11 for more information.

[3] Real Estate/Real Estate Security Deposit. A typical new The Great Greek Mediterranean Grill® Restaurant generally occupies 1,800 to 2,000 square feet of indoor space for an in-line or end cap unit. A lease normally requires payment of the first month's rent and a deposit equal to a second month's rent. The levels of rent vary widely from area to area and for different locations within the same area. The Great Greek Mediterranean Grill® Restaurant can be located in strip shopping centers, shopping malls, free-standing units, and other venues in metropolitan and suburban areas. A location within a mall or large shopping center may be smaller but require higher rent. You should investigate all these costs in the area where you wish to establish your Restaurant. Site costs depend on location, size, visibility, economic, accessibility, and competitive market conditions.

We expect that you will rent your location. It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Restaurant already is constructed or could be constructed. Because numerous variables affect the value of a particular piece of real estate, this initial investment table does not reflect the potential purchase cost of real estate or the costs of constructing a building suitable for the Restaurant.

[4] Real Estate Service Charge. At your option, our affiliate, Franchise Real Estate, may assist you in locating and negotiating a lease for the premises, construction management, restaurant design and layout and obtaining building renovation costs and, in some instances, will receive compensation from the landlord.

[5] Design and Project Management Fee. The DPM Fee includes assistance and preliminary review for up to four sites for the proposed The Great Greek Mediterranean Grill® Restaurant location and assistance on kitchen and restaurant design, construction management, and obtaining building renovation costs. We also provide a detailed review for up to two sites. Additional sites and project work are billed at the then-current rate.

[6] Leasehold Improvements. Typically, The Great Greek Mediterranean Grill® Restaurants are located in retail strip centers, shopping plazas or at stand-alone locations. The cost of purchasing or leasing and developing a site for a The Great Greek Mediterranean Grill® franchise may vary considerably depending on such factors as geographic location, size, materials expense, subcontractor expense, tenant landlord improvement allowances, and the local real estate market. Depending on the floor plan, you will need a space between 1,800 to 2,000 square feet. You will pay all construction expenses, including the cost of all required site work, leasehold improvements, and permitting expenses. The high estimated amount is dependent on the extent of build out required. We will provide you with mandatory specifications and layouts for your The Great Greek Mediterranean Grill® franchise location, including requirements for dimensions, design, image, interior layout, decor, fixtures, color scheme and other suggestions. You must have prepared, all at your expense, all required construction plans and specifications to suit the shape and dimensions of the franchise location and must ensure that the plans and specifications comply with all applicable federal, state or local laws, codes, regulations, ordinances, building codes and permit requirements and with lease requirements and restrictions. The lower figure

assumes the landlord bears many of these costs, which might then be included in the rent, or in the alternative that you locate a second-generation space which does not require as much construction costs.

[7] Restaurant Package. These fees include required restaurant equipment, fixtures, furniture, point-of-sale system, digital menu system and display monitors, music sound system, Back Office Restaurant Suite, interior décor, exterior signage and small wares including small kitchen appliances, kitchen utensils, silverware, glassware, and tableware supplies. These fees include refrigeration, freezer, grill, fryer, shipping, delivery, installation, and other related items described in further detail in the Schedule A. The investment amount might increase depending on additions such as economic and market factors affecting the costs of equipment, changes in brand standards which may occur during the course of your buildout of your franchise Restaurant, additional square footage, additional seating, banquettes and signage. The Restaurant Package includes a restaurant Back Office Suite, which includes accounting, AP Automation, bookkeeping, food cost management, and payroll for one year at a discounted price. In addition, your Restaurant Package will include a marketing campaign to promote the opening of your Restaurant focusing specifically on the launch period (or new Restaurant opening "NRO" period) which begins about 4 weeks prior to opening to the public and runs at least 8 weeks. This program will include a series of brand approved, diverse promotions, advertisements, public and media relations, and community outreach, including a Grand Opening activity comprised of multiple activations and events that typically occur over several days and will occur within your first 1-8 weeks of operations.

[8] Opening Inventory. This is an estimate of the initial food, beverage, and paper inventory.

[9] Insurance. The cost of insurance varies depending on many factors. You should contact your insurance agent and obtain an estimate of your actual insurance costs. You are obligated under the Franchise Agreement to hold certain business insurance policies including comprehensive general liability policy, a policy covering "all risk" of physical loss, hired and non-owned auto insurance and additional policies as may be required under your local laws or ordinances. We also recommend that you obtain worker's compensation, cyber liability, data security and business interruption insurance. The amount listed in this table reflects our estimate of basic insurance for your first six months of operation. Your expenses will vary depending on your exact requirements as dictated by your landlord and/or local insurance rates.

[10] Utility Deposits/Licenses. You will need to provide deposits for your utilities. The amounts of these deposits will vary depending on the practices of your utilities. You must also register your business with the local county along with a fictitious name and other requirements of your local or state government. Each of these entities may charge a fee for your registration and/or certain taxes. The estimates in this table assume that you do not sell beer and wine. You are not required to serve beer and wine, but you may do so. The cost of a license to serve beer and wine, or to serve all alcoholic beverages, will vary widely by the jurisdiction in which your business is located. If you plan to serve alcoholic beverages, you should investigate the costs and other requirements of the appropriate licenses in your jurisdiction.

[11] Opening Assistance. Standard costs for opening assistance are covered in the initial franchise fee. There are several factors that could impact the cost of your opening assistance, including the amount of advance notice given to us so that we can book travel arrangements, seasonality increases, and local events that directly affect availability and rates. Travel rates are generally lower with at least a 14-day notice before booking; therefore a fee may be applied if travel is booked within 14-days' notice of the Restaurant completing all inspections. Travel will not be booked prior to your location obtaining the certificate of occupancy and successfully completing an initial health inspection.

[12] You will need capital to support your ongoing expenses, e.g. payroll and utilities, to the extent that these costs are not covered by sales revenue when you first open. This figure does not include sums necessary for living or personal expenses nor payments for any debt service you may have. New

businesses often generate a negative cash flow for a time. We estimate the amount given will be sufficient to cover on-going expenses for the start-up phase of your business that we calculate to be up to six months. However, this is only an estimate, and we cannot assure you that additional capital will not be necessary during your start-up phase. Our estimate is based on our good faith calculations from our affiliates' development of multiple The Great Greek Mediterranean Grill® Restaurants in Nevada and Florida, plus our experience in franchising The Great Greek Mediterranean Grill® Restaurants since 2018. Your costs will depend on factors such as how much you follow our System and procedures, your management skills and experience, your business skills, local economic conditions, the prevailing wage rate, the local market for the Restaurant, competition and sales levels reached during the start-up phase.

[13] If you sign a Multi-Unit Development Agreement, you should be aware that your initial investment for your 2nd and subsequent Restaurants could be higher than your initial investment for your 1st Restaurant due to inflation and other economic and market factors that fluctuate over time.

This is our estimate of the total expenses to start your Restaurant. Except as otherwise noted, none of these payments are refundable. We will not finance any of these payments. This total is an estimate of your initial investment and is based on our estimate of average costs and market conditions prevailing as of the date of this Disclosure Document, our affiliate locations' experience in the business (dating as far back as 2012), and our experience in the business since 2018. We encourage you to seek the advice of your business advisor, accountant or attorney to help formulate a business plan and a methodology of your business operation. *Remember: A business plan is an important step in understanding your financial needs.* Your costs will depend to a great extent on your area, the size of your Restaurant; how much you follow the System and its procedures; your management skill, experience, and business acumen; and the sales level reached during the initial period. You are cautioned to allow for inflation, discretionary expenditures, fluctuating interest rates and other costs of financing, and other local market conditions, which can be highly variable. You must bear any deviation or escalation in costs from the estimates in this Item 7.

We expect that you will rent your location. It is possible however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Restaurant already is constructed or could be constructed. Because numerous variables affect the value of a particular piece of real estate, this initial investment table does not reflect the potential purchase cost of real estate or the costs of constructing a building suitable for the Restaurant.

YOUR ESTIMATED INITIAL INVESTMENT
MULTI-UNIT DEVELOPMENT AGREEMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Development Fee[1]	$69,625	$79,500	Lump sum	At time of signing of MUDA	Us
Estimated Initial Investment for First Restaurant[2]	$674,995	$1,167,225	As outlined in table above	As outlined in table above	As outlined in table above
Total	$744,620	$1,246,725			

Notes:

Except where noted otherwise, all amounts that you pay to us are nonrefundable. Third-party lessors and suppliers will decide if payments to them are refundable. Neither we nor any of our affiliates offer any financing for your initial investment. This chart details the estimated initial investment associated with (a) opening and commencing operations of your first franchised Restaurant under our current form of Franchise Agreement, and (ii) acquiring an option to be awarded two (2) additional franchised Restaurants, subject to the terms and conditions of your MUDA.

[1] Development Fee. This Development Fee is non-refundable. The Development Fee described in greater detail in Item 5 of this Disclosure Document and is calculated as follows: (i) $35,500 to $39,500 for the first Restaurant you are awarded the right to develop under your MUDA, plus (ii) $20,000, multiplied times the number of additional franchised Restaurants you are awarded the right to develop within your Development Area.

[2] Estimated Initial Investment for First Restaurant. This figure represents the total estimated initial investment required to open the initial franchised Restaurant, governed by the Franchise Agreement you executed at the time you execute the MUDA. The range includes all items outlined in the chart above.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us, our designee, or from suppliers approved by us: or (2) according to our specifications.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Real Estate. Your business location is subject to our approval and must meet our specifications. Each Restaurant must be constructed or remodeled to our specifications. You must obtain our written approval of any proposed alterations to our specifications before any work is begun. You must improve and equip the building from which you operate the Restaurant in accordance with our then-current approved design specifications and standards. In addition to meeting our design specifications and standards, it is your responsibility to ensure that your building plans comply with the Americans with Disabilities Act and all other federal, state, or local laws.

B. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which currently includes: (i) comprehensive general liability policy with a minimum combined single limit covering bodily injury and property damage with respect to the business location and products, and completed operations of $1,000,000; (ii) all-risk property insurance including fire, vandalism, theft, burglary and extended coverage with primary and excess limits of at least 80% replacement value of the business and its inventory, equipment and fixtures; (iii) Employment Practices Liability Insurance with a combined single limit of at least $500,000 including full prior acts coverage, third-party coverage and Fair Labor Standard Acts coverage; (iv) if your business serves alcoholic beverages, separate coverage for liquor liability (commonly referred to as Dram Shop Liability) with limits of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit; and (v) all insurance required by applicable law, including

workers' compensation and disability (limits may vary according to geographical location). Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

C. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify. See Item 11 for more details. You must license your point-of-sale software from an exclusive supplier we designate. The supplier is the only approved supplier for the point-of-sale software. You are also required to use payroll services and credit card processing and merchant services vendors in your operations. We have approved suppliers for these services and for insurance and bookkeeping software. These specific items and services can be purchased from our approved suppliers or another vendor of your choice. Currently, we require you to use a Toast® point-of-sale system that complies with our specifications. During the last fiscal year, neither we nor any affiliate received any revenues as a result of franchisee purchases.

D. Restaurant Package. You must buy an equipment package from us. The package contains substantially all of the equipment, appliances, furniture, fixtures, and signage you will need to begin operation. The equipment package is further described in Schedule A attached to the Franchise Agreement. For the year ended April 30, 2026, our gross revenue from equipment package sales to franchisees was $2,497,089 or 20% of our total revenue of $12,420,935.

E. Distributor. We have entered into a national supply agreement with Sysco Las Vegas NV, LLC, a major supplier of food products and other items used in restaurants. The agreement requires the Company to designate Sysco as the sole supplier of approximately 90% of the food products that will be used in your business. The agreement requires us to designate PepsiCo products as the only fountain, bottle and can beverages approved for use by franchisees in their Restaurants. We expect to receive payments from Sysco, PepsiCo Sales, Inc., and other suppliers in connection with franchise purchases. The payments from these suppliers are expected to be in the range of 0-5% of the total purchases by franchisees from these suppliers. The suppliers also may sponsor events and/or rent booths at our franchisee meetings and may advertise in publications issued by us. Except as disclosed above, we derive no revenue or other material benefit from suppliers that provide products or services to our franchisees. We do not provide material benefits to our franchisees based on a franchisee's use of an approved source.

F. Real Estate Services. You must obtain design and project management services from our affiliate, Franchise Real Estate, including assistance and preliminary review of up to 4 sites for proposed business locations, a detailed review of up to 2 sites and then construction assistance for the build out and renovation of the site. Franchise Real Estate may designate approved suppliers as an alternate source for some of the design and project management services from time to time. Franchise Real Estate and approved suppliers designated by Franchise Real Estate are the only approved suppliers for the design and project management services. At your option, you may also obtain assistance with site selection and lease negotiation from Franchise Real Estate. When you use Franchise Real Estate's site selection and lease negotiation services, Franchise Real Estate may receive compensation from the lessor of the business location. For the year ended December 31, 2025, Franchise Real Estate's gross revenue from providing real estate services to franchisees was $84,834 or 4% of the affiliate's total revenue of $2,116,793. We computed the affiliate's total revenue, and its revenue from providing real estate services to franchisees using the affiliate's audited financial statements for the year ended December 31, 2025.

G. Internet Services. You must purchase website, domain and email hosting and maintenance services from us. For the fiscal year ended April 30, 2026, our gross revenue from franchisee purchases of

these services was $0 or 0% of our total revenue of $12,420,935. We are the only approved supplier of website, domain and email hosting and maintenance services.

Except as described above, neither we nor any affiliate is currently a supplier of any goods or services that you must purchase, although we reserve the right to be a supplier (or the sole supplier) of a good or service in the future. You may be required to purchase from us in the future software, Internet, and multi-area marketing programs, and to participate in these programs. There are no such requirements at this time, and we estimate based on present circumstances, that these required purchases will be less than one percent of your purchases and leases.

Our CEO, Ray Titus, owns an interest in us, and Franchise Real Estate.

Alternative Suppliers

Unless we have determined that we have an adequate number of suppliers available for the System, you are free to suggest alternative suppliers who must meet our criteria, and we will make available to you our criteria for approval of alternative suppliers. We do not issue or make available to your or any proposed alternative supplier any of our specifications and standards which we may modify at any time. In the event that you desire to purchase or use any products which are not approved by the Company, you may submit to us full particulars of such proposed items, including a reasonable supply thereof, for us to make a determination whether the proposed item meets our standards and specifications. You will pay the full cost of any tests or inspections of such items as the Company deems necessary, and you shall not use or sell such items unless and until they have been approved in writing by the Company. The cost of such testing and inspection shall not exceed $1,000. The testing and inspection will be completed within 30 days of your request and the submission of the required samples. The Company shall be entitled to revoke its approval if any item fails to continue to meet its standards and specifications and will notify you in writing if it takes this action. You shall offer all products and services, and only those products and services, as may be designated by the Company. All such products and services shall be provided by you exactly as required by the Company.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

You may use only marketing and promotional materials that we have approved (See Items 6 and 11 for more information on marketing).

Our standards, specifications and designation of approved suppliers disclosed above are required for the purpose of protecting the goodwill associated with The Great Greek Mediterranean Grill® trademarks (the "Marks") and to ensure a uniform image and uniform quality services in all The Great Greek Mediterranean Grill® Restaurants. We will vary our standards, specifications and designations at your request, if necessary, for you to comply with local laws or regulations.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 90% to 95% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 90% to 97% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We expect to receive payments from Sysco and other suppliers in connection with franchisee purchases. The payments from these suppliers are expected to be in the range of 0-5% of the total purchases by franchisees from these suppliers.

Purchasing or Distribution Cooperatives

There are no purchasing or distribution cooperatives in the System that offer to you certain products used in the franchise business. In the future, we intend to negotiate price terms with approved suppliers for the benefit of our franchisees.

Negotiated Arrangements

We negotiate purchase arrangements with the following vendors, including the price terms: Grecian Delight Kronos; Sysco Southeast Florida, LLC; Produce Alliance, LLC; Imperial Bag & Paper Co., LLC; Ecolab, Inc.; Neon Studios, Inc.; Toast, Inc.; Dr Pepper/Seven Up, Inc. a Keurig Dr Pepper Company; Douglas Food Stores Inc. dba Douglas Equipment; Lamb Weston Sales, Inc.; ezCater; DoorDash, Inc.; PepsiCo Sales, Inc.; Back Office by Buyers Edge Platform; Tilson PR, Inc.; McKay Advertising + Activation, Inc.; SOCi, Inc.; Mobivity Holding Corp.; Full Meals Technology Inc. DBA Loop; Bikky, Inc.; Ovation Up, Inc.; Opus Training, Inc.; and PrintingForLess.com, Inc.

Benefits Provided to You For Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	FA: §§ 6.1, 6.2 MUDA: Not Applicable	Items 7, 11 and 12
b. Pre-opening purchase/leases	FA: §§ 4.4, 6.2, 6.3 MUDA: Not Applicable	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Article 6 MUDA: Not Applicable	Items 5, 7, 8 and 11

Obligation	Section in Agreement	Disclosure Document Item
d. Initial and ongoing training	FA: §§ 5.1, 6.4, 7.5, 7.6 MUDA: Not Applicable	Items 6, 7, 8 and 11
e. Opening	FA: §§ 6.5, 6.6 MUDA: Not Applicable	Items 7, 8 and 11
f. Fees	FA: Article 4, §§ 3.2(e), 5.1, 5.2, 7.8, 8.3, 8.4, 9.4(d), 10.5, 11.2, 11.3, 15.2(a), 16.1, 17.6 MUDA: § 2	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	FA: §§ 2.3, 6.3, 6.5, 6.6, 7.1, 7.2, 7.3, 7.5, 7.7 – 7.25, 8.1, 8.5, 8.7, 10.1, 10.4, 11.1 MUDA: Not Applicable	Items 8, 11 and 14
h. Trademarks and proprietary information	FA: Article 12, § 13.1, 14.2, 14.3 MUDA: Not Applicable	Items 13 and 14
i. Restrictions on products/services offered	FA: §§ 7.3, 8.1, 8.3-8.5 MUDA: Not Applicable	Items 8 and 16
j. Warranty and customer service requirements	FA: §§ 7.3, 7.8, 7.9 MUDA: Not Applicable	Item 8
k. Territorial development and sales quotas	FA: §§ 6.1, 6.2, 6.3 MUDA: Not Applicable	Item 12
l. Ongoing product/service purchases	FA: §§ 8.1, 8.3 – 8.5 MUDA: Not Applicable	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	FA: §§ 6.3, 7.3, 7.12, 7.13 MUDA: Not Applicable	Items 6, 7 and 8
n. Insurance	FA: § 7.15 MUDA: Not Applicable	Items 6, 7 and 8
o. Advertising	FA: § 4.3, Article 9 MUDA: Not Applicable	Items 6, 7, 8 and 11

Obligation	Section in Agreement	Disclosure Document Item
p. Indemnification	FA: Articles 4, 16, §§ 7.8, 10.5, 11.2, 11.3, 17.6 MUDA: § 2	Items 6 and 8
q. Owner's participation/management/staffing	FA: §§ 2.3, 7.1, 7.3, 7.5, 7.9 – 7.25, 8.1, 10.1, 10.4, 11.1, 13.2 – 13.4 MUDA: Not Applicable	Items 11 and 15
r. Records and reports	FA: Article 10, §§ 13.1, 14.1 MUDA: Not Applicable	Items 6 and 11
s. Inspections and audits	FA: § 7.3, 7.9, 8.3, 8.4, 10.5, 11.2, 14.1 MUDA: Not Applicable	Items 6 and 11
t. Transfer	FA: Article 15 MUDA: Not Applicable	Items 6 and 17
u. Renewal	FA: § 3.2 MUDA: Not Applicable	Items 6 and Item 17
v. Post-termination obligations	FA: §§ 13.1, 13.2, 14.2-14.4, 14.6 MUDA: Not Applicable	Item 17
w. Non-competition covenants	FA: § 13.2 MUDA: Not Applicable	Item 17
x. Dispute resolution	FA: Article 17, § 18.8 MUDA: § 10	Items 6 and 17
y. Other	Not Applicable	Not Applicable

Item 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligations.

Item 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING
Except as listed below, we are not required to provide you with any assistance.

Our Pre-Opening Obligations

Before you open your business (Section 5.1):

A. Upon execution of the Franchise Agreement and the payment of the balance of the initial franchise fee, we begin the process of helping you find a location for your The Great Greek Mediterranean Grill® business. If you sign a Multi-Unit Development Agreement, we will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site, but you may engage our affiliate, Franchise Real Estate, to assist with you these matters.

(i) We generally do not own your location.

(ii) If your site is not already known and approved by us when you sign your Franchise Agreement, then we and you will specify in your Franchise Agreement the area in which you must select a site (Section 6.1). We do not select your site, but your site is subject to our approval. To obtain our approval, you must provide all information and documents about the site that we require.

(iii) The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.

(iv) The time limit for us to approve or disapprove your proposed site is 60 days after you submit all of our required documents and information. (Section 6.1). If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the Franchise Agreement. Unless we agree to extend the deadline, you will be in default, and we may terminate your Franchise Agreement.

(v) We are not obligated to assist you in conforming the location of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility.

B. We will provide advice in regard to establishing your business.

C. Our affiliate, Franchise Real Estate, will provide consultation and advice with regard to alterations, refurbishment, renovation, decoration or other work necessary for the conversion of the location into a The Great Greek Mediterranean Grill®, including layout designs.

D. We will provide you with a sample set of architectural drawings for you to use and reference for customization of your location.

E. We will advise you with regard to the way in which fixtures and equipment are to be installed in the location with a view to the efficient operation of the business.

F. We will sell to you the equipment, furniture, fixtures, and other items listed in Schedule A to the Franchise Agreement and will deliver (but not install) these items. We reserve the right to sell these items directly or to sell them to you through another affiliate or third party.

G. We will provide you with a list of approved suppliers of the products to be sold at the business.

H. We will inspect the business upon completion of construction and installation of the equipment, furniture, and fixtures to determine that it meets our current standards;

I. We will make available to you our standard initial training at our headquarters and a Restaurant location we designate. At our option, we may offer some or all of our initial training via remote or other virtual means.

J. We will provide, for a period of five days, a member of our staff to assist in initial on-site training and guidance on commencement of operations of the business. We will pay the travel and other costs of our staff member for this purpose.

K. We will provide you with our detailed Operating Manual, which includes statements of policies and procedures, together with instruction and advice in the operation of a The Great Greek Mediterranean Grill®.

L. We will provide you with other relevant manuals and written material which we deem necessary.

Length of Time to Open

The typical length of time between signing the Franchise Agreement and the opening of your business is twelve to fifteen months. Factors that may affect the time period include your ability to obtain a lease, obtaining financing, obtaining business permits and licenses, hiring employees, and shortages or delayed installation of equipment, fixtures, and signs.

Our Post-Opening Obligations

After you open your business (Section 5.2):

A. We will provide you with details of any alterations and/or improvements in or to the System.

B. At no cost to you, we will periodically visit your business and furnish to you such advice and assistance as is, from time to time, reasonably required at our sole discretion. This assistance may also be provided remotely, at our discretion. Operating assistance may consist of advice and guidance with respect to:

(i) Methods and procedures for the purchase, storage, display, preparation and sale of approved products and the supply of approved services;

(ii) New and additional products and services as we may approve, from time to time, to be used or offered for sale by the business;

(iii) The purchase, operation, maintenance, and use of equipment, displays, uniforms, materials and supplies;

(iv) Implementing advertising and promotional programs approved by us;

(v) Establishing and implementing of administrative, bookkeeping, accounting, inventory control, and general operating procedures for the operation of the business;

(vi) Prices to be charged for menu items; and

(vii) The operation, cleanliness, and efficiency of the business.

C. You may at any time request that we send a field/marketing representative to aid you in the business. If we have a representative available at the time of the request, we will send a representative at our then-current fee for special assistance (including travel expenses).

D. We will, from time to time, free of charge, send you bulletins on sales and service methods, marketing development and techniques, and/or business and operating procedures.

E. We will offer advice regarding your equipment, computer hardware and software, and food service processes by telephone and electronic communication.

Advertising

A. *Our obligation*. We may develop marketing, promotion and advertising programs designed to promote The Great Greek Mediterranean Grill® businesses. Your participation in all such advertising and sales promotion programs must be in full and complete accordance with any terms and conditions as we may have established. (Sections 9.1, 9.3 – 9.7)

We may provide access to advertising and marketing materials and services to you. We currently coordinate marketing campaigns and their related strategies and tactics through a program that is focused on brand recognition, product awareness, driving traffic to locations, and encouraging loyalty from customers. We may also use premium incentives in advertising and promotion directly through our brand channels, through our vendor relationships and third-party platforms. Advertising may include a variety of medium such as online (internet/digital), offline (print publications, signage, vehicle wraps) and community/networking based. It may include a variety of tactics and activations such as organic and paid campaigns, discounts and promotions, community events, sponsorships and fundraisers, social media campaigns, ads and influencers, public relations campaigns and radio or television (primarily local in scope), and email and text campaigns and promotions. (Section 9.3) Whenever possible, the material is produced in-house or provided by vendors.

B. *Your own advertising material*. You may develop advertising materials for your own use at your own cost. All advertising materials must have been approved by us in advance and in writing. Approval takes between 30 and 60 days. All of your advertising, promotion and marketing must be completely clear and factual, not misleading, conform to the highest standards of ethical marketing and promotion policies, and comply with all truth in advertising laws. You must submit to us samples of all advertising, promotional and marketing materials (including Internet or electronic media marketing material) for our prior written approval. You must only use advertising copy and other materials which are in strict compliance with our requirements, as set forth in the Manual or otherwise. (Sections 9.1, 9.6)

There are no restrictions on your advertising, except that you may not advertise independently on the Internet, including any social networking sites, or outside your territory, and that your advertising must be approved by us, as stated above. You may not establish or maintain any website or any type of presence on the Internet or World Wide Web that in any manner whatsoever uses the Marks without our prior written approval. You must adhere to the social media policies that we establish from time to time and must require your employees to do so as well. You must participate in our "e-club" marketing campaigns, Gift Card

program, Loyal Customer program and similar marketing programs as they are developed. (Sections 9.6, 9.7)

C. *Advertising council*. On July 31, 2023, we announced the creation of a Franchise Advisory Council ("FAC"). The FAC will advise on how to spend the Brand Marketing Fund and other promotional advertising.

D. *Local or Regional Advertising Cooperatives.* We do not currently have any local or regional advertising cooperatives; however, we have the right to require you to participate in a local or regional advertising cooperative if one is formed for your area. (Section 9.4)

We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. The amount you must contribute to the cooperative will be determined by vote of the members and franchisees in the same cooperative will contribute at the same rate. (Section 9.4) If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees.

We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. (Section 9.4) The documents are not currently available for you to review.

Cooperatives must prepare annual financial statements which are available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged. (Section 9.4)

E. *Marketing/Brand Fund*. You must contribute 3% of your Restaurant's Gross Revenues to the Marketing/Brand Fund. The Company reserves the right to increase the Marketing/Brand Fund Contribution to 4%. (Section 4.3) This fee will be collected by automatic withdrawal from your designated bank account.

We will administer the Marketing/Brand Fund and spend Marketing/Brand Fund Fees only for the purposes described in the Franchise Agreement (Section 9.3) and follow the procedures contained in the Marketing/Brand Fund Policy described in the Manual.

The Marketing/Brand Fund which will be used to develop, produce, and administer marketing programs designed to increase brand awareness for all Restaurants systemwide. Advertising may be in the form of print ads, radio, television, or electronic media and may be conducted on a local, regional, and/or national basis. (Section 9.3) We may use a national or regional advertising agency or in-house advertising to create and place advertising. All interest earned on monies contributed to the Marketing/Brand Fund will be used for the same purpose.

The purpose of the Marketing/Brand Fund is to develop advertising and marketing programs that will benefit all Restaurants wherever located. We cannot ensure that the Marketing/Brand Fund's expenditures will be equally beneficial or proportionate to each Restaurant's contributions. There is no obligation to use the assets of the Marketing/Brand Fund to spend any amount in the area in which your Restaurant is located. (Section 9.3)

Restaurants owned and operated by us are not obligated to pay Marketing/Brand Fund Contributions. (Section 9.3)

We administer the Marketing/Brand Fund and manage the financial and administrative functions of the Marketing/Brand Fund. The Marketing/Brand Fund is not audited. We will make unaudited annual financial statements available to franchisees upon request. If not all funds are spent in the fiscal year in which they accrue, the money will remain in the Marketing/Brand Fund to be spent in the next year. (Section 9.3)

During calendar year 2025, expenditures by the Marketing/Brand Fund by category were as follows: Advertising and Promotion – 68%; Branding/Creative Design – 1%; Administration – 17%; Digital/Online/Mobile Technology – 13%; Production – 1%.

F. *Grand Opening Marketing Program*. We will coordinate a pre-approved series of diversified marketing activations with multiple, approved vendors. This will be purchased as part of your Restaurant Package. The program runs approximately 12-16 weeks, from approximately 4 weeks prior to opening through the first 3 months after opening.

G. *Required spending*. In addition to the Marketing/Brand Fund Contributions, you will be responsible for all of your own direct marketing and local advertising of the business. You must expend at least an amount equal to 1% of all gross revenues on local advertising (including public relations) in each year. For the purposes of this paragraph, the term "local marketing" shall mean all marketing and public relations costs, advertising and promotions affected through the medium of the Internet, mobile marketing, email and other digital communications media, local radio or television broadcasts, newspapers, periodicals, billboard advertising and public relations. (Section 9.5) Upon our request, you must submit to us an accounting of the monies you have spent, together with copies/proof of all marketing. We must approve your marketing materials prior to their use. We will not unreasonably withhold approval of any marketing materials that you propose to use, if your materials are factually accurate and current, conform to the highest standards of ethical marketing and all applicable laws and regulations, are in good taste and accurately depict the Marks. Our review and approval of your marketing materials is not a warranty of any kind. You are responsible for ensuring that your materials are factually accurate and current, and all materials and activities conform to the highest standards of ethical marketing and applicable laws and regulations. (Section 9.1)

You must participate in all other sales and promotional activities as the Company may reasonably require and pay the costs of such programs upon demand. (Section 9.7) You are prohibited from offering any coupons without the prior written consent of the Company. If you issue coupons in violation of this agreement, which coupons are redeemed at other The Great Greek Mediterranean Grill® Restaurants, you shall be obligated to pay the owner of such location(s) two times the amount of the coupon redeemed. (Section 9.7) Such remedy is in addition to our right to terminate your Multi-Unit Development Agreement and your Franchise Agreements due to your breach.

Point-of-Sale and Computer Hardware and Software Systems

You must install and use computer systems, including hardware, software, and the Restaurant Back Office Management System, meeting our specifications, as modified from time to time in response to business, operations, and market conditions, as stated in the Operating Manual. (Sections 7.7, 8.1 and Schedule A) The computer system described below is a POS System you will use to take orders and make sales of food and beverages. The POS System may include an integrated customer loyalty and rewards program and customer relationship management (CRM) database, mobile and on-line ordering, delivery interface, stored value and gift cards, or they may be separate programs, depending on the current vendors. The POS System is included in Schedule A to the Franchise Agreement. The initial cost of the POS System hardware and software is approximately $4,500, which is included in the Schedule A restaurant package price.

You will use a POS System that is built on a state-of-the-art hardware platform that includes everything you need to connect and run every interaction in your Restaurant. From contactless payments to kitchen production to off-premises orders to sales analysis. Please note that this is a standard POS System configuration and is subject to change pending factors such as the size of your Restaurant, among other factors. Any additional hardware may be available at your expense. The Company will build out the internal ordering interface and will maintain functionality, including menu updates and any new modules. Franchisees may be given permission to customize regional functionality at the discretion of the Company.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation. (Section 7.7)

The subscription for the point-of-sale system is $420 to $470 per month, depending on the features or options you obtain for your EPOS System or the then-current fee which includes cash drawers, display wall mounts, POS printers, software licensing, loyalty rewards program, hardware insurance and technical support, mobile and on-line ordering, delivery interface, stored value and gift cards, enterprise and business management software. In addition, your subscription includes required maintenance, updating, upgrading, and support for the EPOS System. We have no contractual obligation to provide maintenance, repairs, upgrades, support, or maintenance to the EPOS System.

The Back Office Management System suite of tools is designed specifically for your restaurant, including accounting, AP automation, bookkeeping, food cost management, and payroll. These solutions are designed to help you reduce costs, save time, and streamline complex processes, empowering your team to focus on driving business efficiency and accuracy.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, financial reports, and any other data which may be stored or hosted on servers. There is no contractual limitation on our right to access the information. (Section 10.2)

Selection of Your Restaurant Location

A. Franchise Agreement

In assisting you to locate your Restaurant site, we analyze demographic information regarding your community. We assess the demographics and then visit potential sites in your area with you. The Company generally will respond within 60 days of your request for approval of a proposed site. (Section 6.1) If Company does not approve the site you proposed, Company will allow you to examine alternative sites for your Restaurant. Approval must be obtained, and operations must commence within 540 days of the date of the Franchise Agreement. (Section 6.6) While we will not unreasonably withhold our approval of a site, if we cannot agree with you on a site, you may forfeit your initial franchise fee. The Franchise Agreement does not have any provision that addresses termination if you do not select a site within a prescribed period. We may terminate the Franchise Agreement, if you have not commenced operation of the Restaurant from an approved site within 540 days from the date of the Franchise Agreement unless the period is extended by us.

You may locate your own site rather than utilizing our assistance. However, you and Company must mutually agree on your location prior to opening. Our approval is not a warranty or a guarantee of your success at your selected location, and you retain final approval of the site selected and leased by you. (Section 6.1)

We consider some of the following factors when assessing the acceptability of a Restaurant location:

- Population volume
- Business and commercial enterprises readily available
- Commercial income
- Competitive analysis
- Accessibility by car
- Accessibility by walk in traffic
- Financial institutions in the area
- Accessibility to Post Office, Banks and other businesses
- Parking
- Sign exposure
- Square footage
- Rent
- Visibility
- Traffic
- Proximity to other The Great Greek Mediterranean Restaurants
- Condition of premises
- Cost of construction
- Length of construction time
- Landlord contributions
- Surrounding tenants and landlord
- Other factors

We obtain our demographic information from some of the following sources:

- The U.S. Post Office
- Your local, state, and national and international Chambers of Commerce
- Your local Better Business Bureau
- Newspaper
- Building and Development Departments
- Physical Inspections and Business Counts
- Demographic surveys using computer programs
- Local business (traffic counts from next door neighbors.)

A franchisee is required to select their Restaurant location prior to attending our initial training program. The total time from the signing of the Franchise Agreement to the opening of a new Restaurant location is typically from twelve to fifteen months. Factors that may affect this time period include the ability to procure and install equipment and computers, make acceptable financial arrangements, obtain any required approvals in zoning and/or building permits, as well as resolve other factors bearing on construction.

B. Multi-Unit Development Agreement

We may terminate the MUDA or your exclusivity to the Development Area if you fail to open Restaurants according to a Development Schedule which is contained in the MUDA. If you wish to extend the deadline to open a Restaurant as required by your Development Schedule, you can pay a one-time Development Schedule Extension Fee of $5,000 to extend the deadline for the opening of that particular Restaurant by twelve (12) months. Payment of this Development Schedule Extension Fee does not extend the deadline to open any other Restaurants in the Development Schedule.

Operating Manual

See Exhibit H for the table of contents of our Manual as of the date this disclosure document, with the number of pages devoted to each subject and the total number of pages in the Manual.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

LEVEL 1

Subject	Hours of Classroom Training	Location
Introduction/Orientation	2	West Palm Beach
Intro to Business Operations	2	West Palm Beach
Menu Review	1	West Palm Beach
Vendor Ordering Process	1	West Palm Beach
Brand Awareness	.75	West Palm Beach
Goal Setting	1	West Palm Beach
Labor Management/Scheduling	3	West Palm Beach
Food Cost Management/Inventory	5.5	West Palm Beach
Local Marketing	2	West Palm Beach
ADP	1	West Palm Beach
Personnel	3	West Palm Beach
Vendor Relations	1	West Palm Beach
Basic Equipment Maintenance and Repair	1	West Palm Beach
Front of House Management	1.5	West Palm Beach
Intro to Financials	1	West Palm Beach
Financial Management	1.5	West Palm Beach
Point-of-Sale System & Cash Accountability	2	West Palm Beach
Hot Line	1.5	West Palm Beach
Cold Line	1.5	West Palm Beach
Safety and Sanitation	3	West Palm Beach
Cyber Security	1	West Palm Beach
Opening/Closing	1.5	West Palm Beach
Business Management System	3	West Palm Beach
Driving Sales 1 & 2	3	West Palm Beach

Subject	Hours of Classroom Training	Location
Training & Development	1.5	West Palm Beach
Walter Bond	2	West Palm Beach
Company Culture	2	West Palm Beach
Community Involvement	1	West Palm Beach
60 Second Commercial	2	West Palm Beach
Sales & Marketing	2	West Palm Beach
Next Steps	1	West Palm Beach
Customer Service 1 & 2	4	West Palm Beach
Total Level 1	60.25	

LEVEL 2

Subject	Classroom Hours	On The Job Hours	Location
Cashier, Point-of-Sale, Customer Service, Closing Checklist, Expediter, Restaurant Management Systems, Manager Certification	0	40	St. Rose/Craig/Downtown
Health Code and Food Handling Procedures, Protein, Sauce, Appetizer, Dessert and Vegetable Prep, Dessert Prep	0	32	St. Rose
Charbroiler, Gyro Broiler, Fryer,	0	32	St. Rose/Downtown
Salad Station, Line Setup, Grill Setup & Execution	0	40	St. Rose/Downtown
Total Level 2	0	144	

We anticipate holding a training class for new franchisees once per month. Training will be held at our offices in West Palm Beach, Florida and a The Great Greek Mediterranean Grill® Restaurant in Las Vegas, Nevada; you will be responsible for the travel costs associated with attending Level 2 training including transportation, lodging, and meals. In the future, we may designate other Restaurants as "Certified Training Restaurants" that are authorized to conduct our training program. Although it is not required, you may attend a refresher-training program or send your representative to be trained at any time in the future. All you have to do is pay your travel, lodging, meals, and a training fee if charged at that time. For a complete list of your rights and obligations under your Franchise Agreement in regard to training, please consult the Franchise Agreement Sections 5 and 7.

The instructional materials consist of the Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Nanette Salva is our Level 1 training instructor. She began with TGG in March 2018 as a Trainer and Business Advisor and has worked in the restaurant industry for over 30 years.

Brian Dugas is our Level 2 training instructor. He began with TGG in January 2024 as a Level 2 Trainer and has worked in the QSR industry for over 17 years. His experience has included Front of House Operations Director & Kitchen Manager for Chick Fil A for 5 years and a thirteen-year tenure with In-N-Out Burger which included managerial responsibility for numerous restaurants.

You (or your Operating Principal, if any) and your general manager must attend our "Level 1" training at our headquarters and a Certified Training Restaurant. (Section 7)

There is no fee for one person to attend our Level 1 training. We will pay for one round-trip airfare (not including baggage or other fees) to West Palm Beach, Florida, hotel accommodations and one daily meal for the duration of initial training for one person. We will charge a fee (currently $500 per person) for additional attendees, and you are responsible for their travel, lodging and meal expenses. One additional attendee may attend our Level 1 training at no additional charge, and we will provide that additional attendee one meal at no additional charge. (Section 5) (The foregoing assumes you sign a Franchise Agreement to develop a new The Great Greek Mediterranean Grill® business. If instead you purchase an existing business, and you have not previously attended our Level 1 training program, then you must pay the training fee and your own costs of travel, lodging and meal expense).

In addition, you must have at least two individuals in your business (working a combined total of 12 shifts in the business each week) that have completed our "Level 2" training. (Section 7) The Level 1 initial training program must be completed prior to attending Level 2 training. We expect that your general manager will be one of these individuals. If you have an Operating Principal, we expect the Operating Principal to also be one of these individuals. If you are working full-time in your business, then you may be the other individual. Level 2 training consists of four weeks of training or 144 hours at a Certified Training Restaurant. Level 2 training will consist of a TGG Restaurant Manager Certification, Prep Certification, Line Cook Certification, Expo Certification, and Cashier Certification. You and/or your manager must have successfully completed level 2 training hours and/or at the proficiency standard level as required by our Operations Manual at least 45 days prior to opening your Restaurant.

If a Level 2 Certified Employee ends employment with you for any reason, you must arrange for that employee's replacement to attend and successfully complete Level 2 of initial training at a Certified Training Restaurant designated by no later than 120 days after the departure of the trained employee. You must pay us $500 or our then-current training fee for replacement Level 2 training prior to training. You are responsible for the travel, lodging and meals expenses for all persons attending Level 2 training.

Except as described above, we do not currently require additional training programs or refresher courses, but we have the right to do so.

Our training program will be offered once a month during the next 12 months. Although it is not required, you may attend a refresher-training program or send your representative to be trained at any time in the future. All you have to do is pay your travel, lodging, meals and a training fee if charged at that time. For a complete list of your rights and obligations under your Franchise Agreement in regard to training, please consult the Franchise Agreement Articles 5 and 7.

In addition, all of your employees must complete, at your expense, all current and future training programs designated by us, including LMS training (described more fully below).

You must comply with all applicable board of health food safety guidelines and certification requirements, including Food Manager Certification, prior to attending training, opening for business, and on an ongoing basis. You are solely responsible for the cost of these certifications and for determining and complying with the applicable requirements.

Web-Based Training:

We will provide you access to our Learning Management System (LMS), loan you one copy of any training manuals, training content and videos that we may develop in the future for the term of the Franchise

Agreement. We may also develop an internet-based training program and offer and/or require your participation in that program (together with the videos, the "Training Videos").

You must treat the Training Videos and any other training materials we create or approve for use in your operation of the business, and the information contained in them, as confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy, record or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person. The Training Videos remain our sole property and must be kept, as applicable, in a secure place within the business location.

PCI Compliance:

You will be solely responsible for ensuring that your POS System and Computer System are, and remain, compliant with all current "Payment Card Industry" (PCI) requirements periodically promulgated by VISA®, MasterCard®, American Express®, Discover®, and/or any other credit card brand honored at your franchised business(es). You must ensure that the business adheres to the standards applicable to electronic payments including the standards outlined in the Operations Manual, PCI standards or any equivalent standards (such as PCI DSS). You can also download these from the PCI Council website at https://www.pcisecuritystandards.org/. If we or one of the credit card companies requires, you must provide us with evidence of compliance with the applicable standards and provide, or make available, to us copies of an audit, scanning results or related documentation relating to the compliance. You must pay any costs associated with an audit or to gain compliance with these standards. You must immediately (in any event within 24 hours) notify us if you suspect or have been notified by any third party of a possible security breach related to the cashless system (or related cashless data) used in the business.

Item 12
TERRITORY

Your Location

Your franchise is for a specific location. If the specific location is not known at the time you sign a Franchise Agreement, then your location is subject to our approval.

Grant of Territory

Your Franchise Agreement will typically specify a territory of a one-mile radius around your location. In densely populated areas, we reserve the right to specify a smaller territory.

Relocation of Restaurant

You may relocate your The Great Greek Mediterranean Grill® under the following conditions:

1. Prior to relocation, you submit your request in writing to us.

2. You must not be in default of the terms of your Franchise Agreement.

3. We will evaluate your request with respect to the suitability of your proposed location and proximity of your proposed location to other restaurants (both The Great Greek Mediterranean Grill® Restaurants and competitors) as well as demographic information.

Options to Acquire Additional Franchises

You have no options, right of first refusal or similar rights to acquire an additional franchise within any particular territory, although you may ask us at any time to purchase additional franchises. You will be granted an additional franchise based on the following:

1. Whether or not you are currently in default or have been in default of any part of your Franchise Agreement.

2. Your financial history and the financial stability of your existing location, and your experience managing your existing location.

Territory Protection

We grant you a protected territory. In your territory, we will not open another The Great Greek Mediterranean Grill® business, nor license or franchise another party to open a The Great Greek Mediterranean Grill® business, except for businesses located in limited access venues (meaning venues that serve primarily the customers located within a facility, such as enclosed shopping centers, universities, churches and other religious institutions, sports stadiums, amusement parks, airports, transportation centers, hospitals, military complexes and restricted business complexes). If your franchise is located in a "limited access venue", then your protected territory will consist of the venue.

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.

The continuation of your territorial protection does not depend on achieving a certain sales volume, market penetration, or other contingency. There are no circumstances that permit us to modify your territorial rights.

Restrictions On Us From Soliciting or Accepting Orders In Your Territory

There are no restrictions on us from soliciting or accepting orders from consumers inside your territory. We reserve the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your Franchise Agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Soliciting By You Outside Your Territory

There are no restrictions on you from soliciting or accepting orders from consumers outside of your territory, except that we reserve the right to control all internet-based marketing.

Competition By Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer; however, the Franchise Agreement does not prohibit us from doing so.

Multi-Unit Development Agreement

During the term of the Multi-Unit Development Agreement, you will have the right to develop, own and operate a mutually agreed number of The Great Greek Mediterranean Grill® Restaurants in your Development Area. There is no minimum or maximum size for the Development Area. We can establish and operate The Great Greek Mediterranean Grill® Restaurants for our own account or grant franchises for The Great Greek Mediterranean Grill® Restaurants for locations in the Development Area subject to the territorial protection granted to you under the Franchise Agreements for Restaurants developed, owned, and operated by you or your affiliates.

The Multi-Unit Development Agreement requires that you comply with a development schedule to open and operate a set number of Restaurants within the Development Area by certain dates. If you fail to meet the mutually agreed development schedule, or are otherwise in default of the Multi-Unit Development Agreement or a Franchise Agreement with us, we may terminate your development rights under the MUDA. A default solely under the Multi-Unit Development Agreement will not cause you to lose any territorial protection granted to you under any Franchise Agreement for any Restaurant.

The locations of the Restaurants to be established by you in the Development Area under a Multi-Unit Development Agreement must be approved by us, and the standards for sites in effect at the time of execution of the Franchise Agreement for a location will apply. The Franchise Agreements for your locations will provide that you will have a protected territory within a one-mile radius of the location of the Restaurant in which the Franchisor will not operate a The Great Greek Mediterranean Grill® Restaurant nor grant the right to any other person or entity to operate a The Great Greek Mediterranean Grill® Restaurant.

You may receive an exclusive territory. You may face competition from other franchises, from outlets we own, or from other channels of distribution or competitive brands that we control.

The Company reserves the right to (without compensation to any franchisee):

1. open and operate The Great Greek Mediterranean Grill® Restaurants or franchise others to open and operate The Great Greek Mediterranean Grill® Restaurants, at all universities, colleges, hospitals, municipal facilities, public transportation facilities, shopping malls, stadiums, amusement parks and similar locations of a "non-standard" nature, regardless of location within the Territory;

2. open and operate or franchise others to open and operate non-standard The Great Greek Mediterranean Grill® Restaurants within the Territory under the System and Marks or different trademarks (e.g., within drug stores, supermarkets, department stores, truck stops, hotel or motel chains, or other channels of distribution such as the Internet or direct marketing);

3. develop and operate and to franchise or license others to develop and operate The Great Greek Mediterranean Grill® Restaurants at any location outside your Territory subject to the territorial protection granted to you under the Franchise Agreements; and

4. establish franchises or Company-owned businesses other than a restaurant business selling sandwiches and similar franchised or Company-owned businesses selling sandwiches under any trademark or trade name other than The Great Greek Mediterranean Grill® name but only if these businesses are acquired as part of a merger or acquisition with another local, regional, or national chain or system.

We will not modify your Development Area granted under the Multi-Unit Development Agreement and your rights under the Multi-Unit Development Agreement without your written permission, provided that you are in complete compliance with the terms and conditions of your Multi-Unit Development Agreement and the terms and conditions of each of the Franchise Agreements you will enter into with the Company for each The Great Greek Mediterranean Grill® Restaurants opened by you in the Territory.

You may relocate a Restaurant within the Territory under the following conditions:

1. Prior to relocation, you submit your request in writing to us for our approval.

2. You must not be in default of the terms of the Multi-Unit Development Agreement and/or the Franchise Agreement for the Restaurant you wish to relocate.

3. We will evaluate your request with respect to the proximity of your proposed location to other restaurants offering similar products and services, (both The Great Greek Mediterranean Grill® Restaurants and competitors) as well as demographic information.

You have no options, right of first refusal or similar rights to acquire additional development rights within any Territory, although you may ask us at any time to purchase additional rights. You will be granted additional development rights based on the following:

1. Whether or not you are currently in default or have been in default of any part of your Multi-Unit Development Agreement or any of your Franchise Agreements; and

2. Your financial history and the financial stability of your existing locations; and your experience managing your existing locations.

Item 13
TRADEMARKS

Principal Trademark

The following are the principal Marks that we license to you. These Marks are owned by us. They are registered on the Supplemental Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number
The Great Greek Mediterranean Grill Word Mark	September 26, 2017	5298597
	July 28, 2020	6110411

Trademark	Registration Date	Registration Number
	July 28, 2020	6110410
	July 28, 2020	6110409
	July 28, 2020	6110408

Because the federal trademark registrations are more than five years old, applicable Section 8 affidavits have been filed. No Section 15 affidavits have been filed, and the Marks are therefore not incontestable. The Marks have not yet been renewed; however, we intend to renew the registration and file all appropriate affidavits for the Marks at the times required by law.

Determinations

There are currently no effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. Other than the litigation disclosed below, there are no pending infringement, opposition, or cancellation proceedings.

Litigation

D&D Greek Restaurant, Inc. v. Great Greek Franchising, LLC, (Case No. 20-09770, U.S. District Court for the Central District of California) Filed on October 30, 2020. The case is based upon alleged prior use of the name "The Great Greek." A single California business, operating as "The Great Greek Restaurant," seeks to invalidate the Company's federally registered trademark; the single unit California business does not have a federal or state trademark. The single unit California business has been in operation since 1984, and operates no other restaurants anywhere in the United States. The single California business has yet to file an opposition to TGG's trademark with the USPTO. Trial concluded in September 2022, and the parties are awaiting judgment from the Court. Other than the litigation disclosed, we do not know

of prior superior rights or infringing uses that could materially affect the franchisees' use of the principal tradename.

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise.

Protection of Rights

We are not required to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense and/or indemnify you. The Franchise Agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The Franchise Agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. Under the Franchise Agreement, we may require you to modify or discontinue using a trademark, at your expense.

Superior Prior Rights and Infringing Uses

Other than the litigation disclosed above, we do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You will use our confidential information ("Confidential Information") in the operation of your franchised business. We will disclose Confidential Information to you in the Operations Manuals, the training programs, and other communications. We claim copyright protection covering our Confidential Information. We have not registered these materials with the U.S. Registrar of Copyrights, but we need not do so to protect them.

Except as described above, no patents or copyrights are material to the franchise. You must promptly notify us when you learn of an unauthorized use of the Confidential Information or the Operations Manuals. We are not obligated to take any action against any unauthorized user of the Confidential Information or the Operations Manuals, but will respond to this information as we think appropriate. We will control any litigation involving the Confidential Information and the Operations Manuals. We are not obligated to participate in your defense or to indemnify you for losses you incur in a proceeding brought by a third party involving your use of the Confidential Information.

If we, in our sole discretion, determine it necessary to modify or discontinue use of any patents and/or copyrights, or to develop additional or substitute patents and/or copyrights, you must, within a reasonable time after receipt of our written notice of a modification or discontinuation, take all action, at your sole expense, as we deem necessary.

There is no infringing use known to us that would materially affect your use of any proprietary or copyrighted materials.

The Operations Manuals belong to us and you must return them to us on the expiration or termination of your Franchise Agreement. You must make no disclosure, duplication or other unauthorized

use of any portion of the Operations Manuals. You must keep the Operations Manuals updated and at your Restaurant. You must keep the Operations Manuals in a secure area in your office. If there is a dispute regarding the contents of the Operations Manuals, our master copy will control.

We have developed and maintain an Internet website, and we may establish other websites that may provide information about the System and the services offered by us and our franchisees. We require you to participate in activities conducted on the website(s). You must comply with all provisions in the Operations Manuals concerning our website.

You must treat and maintain our Confidential Information and our trade secrets as confidential. Confidential Information includes any knowledge, know-how, technologies, processes, techniques, and any other information not generally known by, or readily available to the general public, or that we designate as confidential or a trade secret. Confidential Information includes, for example, information relating to customers, customer accounts, training, and the Operations Manuals.

You must strictly limit access to the Confidential Information to your employees, to the extent they have a "need to know" to perform their jobs. All persons to whom you grant access to the Operations Manuals or any other Confidential Information, any person who attends any training program we conduct, and all of your employees must sign a form of confidentiality agreement that we reasonably approve. If you are a partnership, limited liability company or corporation, all of your owners, officers or directors are bound by the confidentiality provisions in the Franchise Agreement.

Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must personally devote full-time and best efforts to the direct operation of your business and attend all meetings, periodic training, and our annual conference. You are not required to sign a personal guarantee; however, you are required to personally sign the Franchise Agreement, even if you form a corporation, partnership, or other business entity for the operation of the franchise. Your spouse will not be required to guarantee performance. If you form a corporation or other business entity, you will either 1) sign the Franchise Agreement both personally and on behalf of the business entity as an officer or director of the company; or 2) sign an Owners Agreement guarantying the obligations of the entity (which is attached to the Franchise Agreement). If you form a partnership, you and your partners will sign the Franchise Agreement personally.

Your business must, at all times, be under the direct on-location supervision of you, or someone who has been trained by you or has completed our training program. That person is not required to have any ownership or equity interest in the franchise entity. In addition, you must at all times employ two individuals that have successfully completed Level 2 of our initial training program and are devoting a combined 12 shifts each week to working in the business. A shift is defined as one hour prior to opening until 3:00 pm or 3:00 pm to one hour after closing. You may be considered one of these individuals as long as the shift requirement above is met.

Brand Standards may specify the business' minimum staffing levels necessary to meet those Brand Standards, certified manager training, and uniform dress code. Neither we nor our affiliates have any control or authority over your labor relations, including, among other things, employee selection, promotion, termination, discipline, hours worked, rates of pay, benefits, work assigned, or working conditions, or any other control over your employment practices. Your employees are solely under your control. You must communicate clearly with your employees in your employment agreements, human resources manuals,

written and electronic correspondence, paychecks, and other materials that you (and only you) are the employer and that neither we, as the franchisor of The Great Greek Mediterranean Grill® businesses, nor our affiliates, are their employer.

We do not have the right to approve or disapprove of your choice of manager. Subject to then-current law, if requested by Great Greek Franchising, you will cause your key employees to sign Great Greek Franchising's then-current form of non-compete agreement and confidentiality agreement, which currently is the same as or similar to the Confidentiality and Nondisclosure Agreement attached as Exhibit J, maintaining confidentiality of our trade secrets and other proprietary information described in Item 14 and to abide by the non-compete covenants described in Item 17, which are valid for two years after the termination of their employment. You must take steps necessary to ensure that your employees preserve good customer relations; render competent, prompt, courteous and knowledgeable service; and are properly trained. You and your employees must handle all customer complaints, refunds, returns and other adjustments in a manner that will not detract from our name and goodwill.

Your managers are not required to have an equity interest in the business or you. You must adopt and implement reasonable steps to prevent improper disclosure of confidential information by your on-site managers, including the use of non-disclosure agreements with those having access to confidential information. We reserve the right to pre-approve the forms of nondisclosure agreements you use solely to ensure you adequately protect confidential information. Under no circumstances will we control the forms or terms of employment agreements you choose to use with your employees or otherwise be responsible for your labor relations or employment practices. You must keep copies of non-disclosure agreements and send them to us upon request solely for us to confirm your compliance with your confidentiality obligations.

You must disclose to us in writing the specific details of any investment in any other restaurant or food-related business or franchise held by you or any of your owners. Your General Manager and Operating Principal, if any, may not have any interest in, or perform any work for, any other restaurant or food-related business or franchise, whether or not it is a competitive business.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved.

You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made at or from your location.

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Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

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

Provision	Section In Franchise or Other Agreement	Summary
a. Length of the franchise term	Franchise Agreement (FA): § 3.1 Multi-Unit Development Agreement (MUDA): Not applicable	35 years from date of Franchise Agreement.
b. Renewal or extension of the term	FA: § 3.2 MUDA: Not applicable	You may obtain a successor Franchise Agreement for one additional 35-year term.
c. Requirements for franchisee to renew or extend	FA: § 3.2 MUDA: Not applicable	For our franchise system, "renewal" means that at the end of your term, you sign our successor Franchise Agreement for an additional 35-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advanced notice to us; be in compliance; renovate to then-current standard; sign then-current form of Franchise Agreement; sign general release (unless prohibited by applicable law).
d. Termination by franchisee	FA: Not applicable MUDA: Not applicable	
e. Termination by franchisor without cause	Not applicable	

Provision	Section In Franchise or Other Agreement	Summary
f. Termination by franchisor with cause	FA: § 14.1 MUDA: § 6	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity. If you sign a Multi-Unit Development Agreement, termination of your MUDA does not give us the right to terminate your Franchise Agreement. However, if your Franchise Agreement can be contractually terminated, we have the right to terminate your MUDA.
g. "Cause" defined--curable defaults	FA: § 14.1 MUDA: Not applicable	Non-payment of amounts due (15 days to cure); violation of system standards (15 days to cure); other violation of the Franchise Agreement other than non-curable default (30 days to cure).
h. "Cause" defined--non-curable defaults	FA: § 14.1 MUDA: § 6	FA: Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; failure to complete training to our satisfaction; failure to open for business by opening deadline; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; abandonment; slander or libel of us; refusal to cooperate with inspection; operation in a manner that constitutes a significant danger not cured within 48 hours; three defaults in 12 months; cross-termination (does not apply to termination of MUDA); charge or conviction of a felony, accusation of an act that is reasonably likely to materially and unfavorably affect our

Provision	Section In Franchise or Other Agreement	Summary
		brand, or any other violation of the Franchise Agreement which cannot be cured. MUDA: failure to meet development schedule and payment schedules contained therein; violation of Franchise Agreement or other agreement which gives us the right to terminate it.
i. Franchisee's obligations on termination/non-renewal	FA: §§ 14.2 – 14.6 MUDA: Not applicable	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	FA: § 15.1 MUDA: § 10	Unlimited
k. "Transfer" by franchisee - defined	FA: § 1 MUDA: 10	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the Franchise Agreement, (iii) any direct or indirect ownership interest of the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	FA: § 15.2 MUDA: § 10	No transfers without our approval.

Provision	Section In Franchise or Other Agreement	Summary
m. Conditions for franchisor's approval of transfer	FA: § 15.2 MUDA: 10	Pay transfer fee; buyer meets our standards and is approved by us; buyer is not a competitor of ours; buyer signs our then-current Franchise Agreement; you've made all payments to us and are in compliance with the Franchise Agreement; buyer completes training program; you sign a general release; business complies with then-current system specifications.
n. Franchisor's right of first refusal to acquire franchisee's business	FA: § 15.4 MUDA: 10	If you want to transfer your business, we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	Not applicable	
p. Death or disability of franchisee	FA: § 15.3 MUDA: 10	If you die or become incapacitated, a new principal operator acceptable to us must be designated to operate the business, and your executor must transfer the business to a third- party within nine months.
q. Non-competition covenants during the term of the franchise	FA: § 13.2 MUDA: Not applicable	You cannot have ownership interest in, or be engaged or employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	FA: § 13.2 MUDA: Not applicable	For two years, no ownership or employment by a competitor located within ten miles of your former territory or the territory of any other The Great Greek Mediterranean Grill® business operating on the date of termination.

Provision	Section In Franchise or Other Agreement	Summary
s. Modification of the agreement	FA: § 18.4 MUDA: § 10	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	FA: § 18.3 MUDA: § 12	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement (or MUDA) may not be enforceable. However, no claim made in any Franchise Agreement (or MUDA) is intended to disclaim the express representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	FA: §§ 17.1, 17.2 MUDA: § 11	Either party may initiate non-binding mediation before legal proceedings are filed. Mediation shall take place in your home state. Arbitration shall take place in Florida (subject to applicable state law).
v. Choice of forum	FA: §§ 17.1, 17.2, 18.8 MUDA: § 11	Mediation shall take place in your home state. Any legal proceedings, whether arbitration or litigation, must be brought exclusively in the 15th Judicial Circuit Court in and for Palm Beach County, Florida or federal court in the Southern District of Florida (subject to applicable state law).
w. Choice of law	FA: § 18.8 MUDA: § 11	Florida law applies (subject to applicable state law).

For additional disclosures required by certain states, refer to Exhibit K - State Addenda to Disclosure Document

Item 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Operating Results for The Great Greek Affiliate Restaurants Located in Nevada

The operating results shown below are a historic representation for seven (7) The Great Greek Restaurants owned by our affiliates, Blue Adamas, LLC, Neighbors Hospitality, LLC, Tessera, LLC, Greek Rose, LLC, Downtown Greek LLC, Eastside Greek, LLC, and North Greek LLC. The Great Greek Restaurants whose results are shown below are located in Clark County, Nevada. One (1) of the Restaurants has been operating for more than eleven (11) years, two (2) have been operating for more than seven (7) years, two (2) have been operating for more than five (5) years, and two (2) have been operating for at least three (3) years. They are located on well-traveled streets in shopping centers and sell the food products that will be sold by franchisees.

Gross Revenues, Costs, and Net Income for Seven Affiliate-Owned Restaurants

Location	Gross Revenues	Food and Beverage Costs (%)	Management Salary & Labor Costs (%)	Net Operating Income ($)	Net Operating Income (%)
Blue Adamas, LLC	$1,670,196	31.27%	27.32%	$291,841	17.47%
Neighbors Hospitality, LLC	$2,247,753	29.28%	21.64%	$704,613	31.35%
Tessera, LLC	$2,756,775	30.50%	21.44%	$759,072	27.53%
Greek Rose, LLC	$2,339,114	30.52%	23.29%	$574,546	24.56%
Downtown Greek, LLC	$1,929,235	28.83%	23.21%	$448,274	23.24%
Eastside Greek, LLC	$1,523,567	31.77%	30.08%	$222,727	14.62%
North Greek, LLC	$1,657,979	30.39%	26.92%	$347,009	20.93%
Totals	**$14,124,620**	**30.30%**	**24.29%**	**$3,348,083**	**23.70%**
AUV	**$2,017,803**				

Notes:

1. "Gross Revenues" are all sales generated by the Restaurant, not including sales tax. Rebates and cash back to customers are excluded from this amount.

2. “Food and Beverage Costs” is the cost for food and beverage net of any vendor rebates divided by the Gross Revenues for that Restaurant (as a percentage).

3. “Management Salary & Labor Costs” is the sum of the manager’s salary, cost of hourly employees and other payroll related costs divided by the Gross Revenues for that Restaurant (as a percentage).

4. “Net Operating Income ($)” is the total income after subtracting total operating expenses from gross profit. It shows how much profit the operation generates from its core activities.

5. “Net Operating Income (%)” is the Net Operating Income expressed as a percentage of total revenue.

6. “AUV”, or Average Unit Volume, is a key performance metric that measures the average annual sales revenue generated per Restaurant.

7. The fiscal year for each of the affiliate-owned Restaurants ends on June 30, 2026.

8. We are not aware of any material financial or operational characteristics of these Restaurants that would reasonably be anticipated to differ materially from future operational franchise outlets, with the exception that they do not pay Royalty Fees or contribute to the Marketing Fund.

Highest and Lowest Volume Restaurant Gross Revenues for Fiscal Year 2025*

In our Highest Volume and Lowest Volume Restaurant Gross Revenues financial performance representation, we disclose the gross revenues of the franchise Restaurant which attained the highest sales volume and of the franchise Restaurant with the lowest sales volume in Fiscal Year 2025*.

Highest Volume and Lowest Volume Restaurant Gross Revenues Table
(1+ Year(s) of Operation)

	Restaurants	Gross Revenues
Highest Sales Volume	1	$2,503,796
Lowest Sales Volume	1	$627,902

The Highest Volume and Lowest Volume Restaurant Gross Revenues financial performance representation above is based on a population of fifty-five (55) franchise Restaurants that (1) are located in the United States; (2) have reported gross revenues for twelve (12) consecutive months; (3) have been in operation for one (1) year or more as of June 30, 2026; and (4) operated under the same ownership during Fiscal Year 2025. Of the seventy-six (76) franchise Restaurants in operation during Fiscal Year 2025, fifty-five (55) were included, while eleven (11) were excluded for not being open for at least one (1) year, two (2) were excluded due to changes in ownership, and eight (8) were excluded for failing to report gross revenues for twelve (12) consecutive months. One (1) Restaurant closed during Fiscal Year 2025, and it was open for at least twelve (12) months.

* For the purposes of this chart, Fiscal Year 2025 shall mean July 1, 2025, to June 30, 2026, which matches the fiscal year of the seven affiliate-owned Restaurants from the earlier table.

Highest Volume and Lowest Volume Restaurant Gross Revenues Table
(3+ Years of Operation)

	Restaurants	Gross Revenues
Highest Sales Volume	1	$2,480,442
Lowest Sales Volume	1	$1,001,522

The Highest Volume and Lowest Volume Restaurant Gross Revenues financial performance representation above is based on a population of seventeen (17) franchise Restaurants that (1) are located in the United States; (2) have reported gross revenues for twelve (12) consecutive months; (3) have been in operation for three (3) years or more as of June 30, 2026; and (4) operated under the same ownership during Fiscal Year 2025. Of the seventy-six (76) franchise Restaurants in operation during Fiscal Year 2025, seventeen (17) were included, while forty-eight (48) were excluded for not being open for at least three (3) years, two (2) were excluded due to changes in ownership, and nine (9) were excluded for failing to report gross revenues for twelve (12) consecutive months. One (1) Restaurant closed during Fiscal Year 2025, and it was open for at least twelve (12) months.

* For the purposes of this chart, Fiscal Year 2025 shall mean July 1, 2025, to June 30, 2026, which matches the fiscal year of the seven affiliate-owned locations from the earlier table.

Top, 2nd, 3rd, and Bottom Quarter of Restaurant Average and Median Gross Revenues for Fiscal Year 2025*

In our Top, 2nd, 3rd, and Bottom Quarter of Restaurant Average and Median Gross Revenues financial performance representation, we disclose the average gross revenues and median gross revenues from the Top, 2nd, 3rd, and Bottom Quarter of franchise Restaurants in Fiscal Year 2025*.

Top, 2nd, 3rd, and Bottom Quarter of Restaurant Average and Median Gross Revenues for Fiscal Year 2025* (1+ Year(s) of Operation)

	Restaurants	Average Gross Revenue	Median Gross Revenue	High	Low
Top Quarter	14	$1,969,029	$1,940,395	$2,503,796	$1,560,145
2nd Quarter	14	$1,411,783	$1,404,755	$1,539,915	$1,288,294
3rd Quarter	13	$1,183,444	$1,174,170	$1,283,828	$1,106,825
Bottom Quarter	14	$927,083	$941,904	$1,098,912	$627,902
Total	55	$1,376,278	$1,288,294	$2,503,796	$627,902

The Top, 2nd, 3rd, and Bottom Quarter of Restaurant Average And Median Gross Revenues financial performance representations above are based on a population of fifty-five (55) franchise Restaurants that (1) are located in the United States; (2) have reported sales revenue for twelve (12) consecutive months; (3) have been in operation for one (1) year or more as of June 30, 2025; and (4) operated under the same ownership during Fiscal Year 2025. Of the seventy-six (76) franchise Restaurants in operation during Fiscal Year 2025, fifty-five (55) were included, while eleven (11) were excluded for not being open for at least one (1) year, two (2) were excluded due to changes in ownership, and eight (8) were excluded for failing to report gross revenues for twelve (12) consecutive months. One (1) Restaurant closed during Fiscal Year 2025, and it was open for at least twelve (12) months. Twenty-three (23) of the fifty-five (55) owners represented (or 42%) surpassed the average gross revenues of $1,376,278.

* For the purposes of this chart, Fiscal Year 2025 shall mean July 1, 2025, to June 30, 2026, which matches the fiscal year of the seven affiliate-owned locations from the earlier table.

Top, 2nd, 3rd, and Bottom Quarter of Restaurant Average and Median Gross Revenues for Fiscal Year 2025* (3+ Years of Operation)

	Restaurants	Average Gross Revenue	Median Gross Revenue	High	Low
Top Quarter	5	$2,045,550	$1,929,543	$2,480,442	$1,803,070
2nd Quarter	4	$1,506,157	$1,505,163	$1,560,145	$1,454,155
3rd Quarter	4	$1,400,430	$1,396,786	$1,434,830	$1,373,317
Bottom Quarter	4	$1,123,603	$1,106,306	$1,280,279	$1,001,522
Total	17	$1,549,912	$1,454,155	$2,480,442	$1,001,522

The Top, 2nd, 3rd, and Bottom Quarter of Restaurant average and median gross revenues financial performance representations above are based on a population of seventeen (17) franchise Restaurants that (1) are located in the United States; (2) have reported sales revenue for twelve (12) consecutive months; (3) have been in operation for three (3) years or more as of June 30, 2025; and (4) operated under the same ownership during the Fiscal Year 2025. Of the seventy-six (76) franchise Restaurants in operation during Fiscal Year 2025, seventeen (17) were included, while forty-eight (48) were excluded for not being open for at least three (3) years, two (2) were excluded due to changes in ownership, and nine (9) were excluded for failing to report gross revenues for twelve (12) consecutive months. One (1) Restaurant closed during Fiscal Year 2025, and it was open for at least twelve (12) months. Six (6) of the seventeen (17) owners represented (or 35%) surpassed the average gross revenues of $1,549,912.

* For the purposes of this chart, Fiscal Year 2025 shall mean July 1, 2025, to June 30, 2026, which matches the fiscal year of the seven affiliate-owned locations from the earlier table.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation of the information contained in this Item 19 will be made available to prospective franchisees upon reasonable request.

Except as set forth in this Item 19, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mark D. Nichols, General Counsel, 2121 Vista Parkway, West Palm Beach, Florida 33411, and (561) 640-5570, the Federal Trade Commission, and the appropriate state regulatory agencies.

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Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2023 to 2025*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	24	50	+26
	2024	50	66	+16
	2025	66	77	+11
Company-Owned**	2023	7	7	0
	2024	7	8	+1
	2025	8	10	+2
Total**	2023	31	57	+26
	2024	57	74	+17
	2025	74	87	+13

* Our fiscal year end is April 30. Accordingly, in this Item 20:
"2025" refers to the period May 1, 2025 – April 30, 2026;
"2024" refers to the period May 1, 2024 – April 30, 2025; and
"2023" refers to the period May 1, 2023 – April 30, 2024.

** This includes The Great Greek Mediterranean Grill® businesses operated by our affiliates, Neighbors Hospitality, LLC, Blue Adamas, LLC, Tessera, LLC, Greek Rose, LLC, Downtown Greek, LLC, Eastside Greek, LLC, North Greek, LLC, Greek Bend, LLC, Greek Summerlin LLC, and Greek Concessions LLC.

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to 2025*

State	Year	Number of Transfers
California	2023	0
	2024	3
	2025	2
Colorado	2023	0
	2024	0
	2025	1
Florida	2023	1
	2024	3
	2025	0
Michigan	2023	1
	2024	0
	2025	0
Ohio	2023	2
	2024	0
	2025	0

State	Year	Number of Transfers
Texas	2023	1
	2024	0
	2025	0
Utah	2023	0
	2024	0
	2025	1
Total	2023	5
	2024	6
	2025	4

Table 3
Status of Franchised Outlets
For Years 2023 to 2025*

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations (Other Reasons)	Outlets at End of Year
Alabama	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Arizona	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	1	0	0	0	0	3
California	2023	1	7	0	0	0	0	8
	2024	8	5	0	0	0	0	13
	2025	13	2	2	0	0	0	13
Colorado	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Florida	2023	7	5	0	0	0	0	12
	2024	12	2	0	0	0	1	13
	2025	13	0	0	0	0	0	13
Georgia	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Indiana	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Maryland	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	4	1	0	0	0	0	5
	2024	5	3	0	0	0	0	8
	2025	8	1	0	0	0	0	9

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations (Other Reasons)	Outlets at End of Year
Minnesota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Hampshire	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
New Jersey	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
New Mexico	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nevada	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	2	0	0	0	0	0	2
	2024	2	1	2	0	0	0	1
	2025	1	0	0	0	0	0	1
Oregon	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Pennsylvania	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Texas	2023	2	4	0	0	0	0	6
	2024	6	1	0	0	0	1	6
	2025	6	1	0	0	0	0	7
Utah	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	2	0	0	0	0	4
Virginia	2023	1	0	0	0	0	0	1
	2024	1	1	1	0	0	0	1
	2025	1	0	0	0	0	0	1
Wisconsin	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total	2023	24	26	0	0	0	0	50
	2024	50	21	3	0	0	2	66
	2025	66	13	2	0	0	0	77

Table 4
Status of Company-Owned Outlets
For Years 2023 to 2025*

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Nevada	2023	6	1	0	0	0	7
	2024	7	1	0	0	0	8
	2025	8	2	0	0	0	10
Total	2023	7	1	0	0	1	7
	2024	7	1	0	0	0	8
	2025	8	2	0	0	0	10

Table 5
Projected Openings as of April 30, 2026

State	Franchise Agreements Signed but Outlet Not Opened****	Projected New Franchised Outlets in the Next Fiscal Year***	Projected New Company-Owned Outlets in the Next Fiscal Year***
Alabama	3	1	0
Alaska	0	0	0
Arizona	3	1	0
Arkansas	0	0	0
California	27	1	0
Colorado	1	1	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	32	1	0
Georgia	3	1	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	5	1	0
Indiana	9	1	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	2	1	0
Maine	0	0	0
Maryland	1	1	0
Massachusetts	1	1	0
Michigan	16	1	0
Minnesota	1	1	0
Mississippi	0	0	0

State	Franchise Agreements Signed but Outlet Not Opened****	Projected New Franchised Outlets in the Next Fiscal Year***	Projected New Company-Owned Outlets in the Next Fiscal Year***
Missouri	0	0	0
Montana	0	0	0
Nebraska	1	1	0
Nevada	4	1	0
New Hampshire	2	1	0
New Jersey	8	1	0
New Mexico	3	1	0
New York	22	1	0
North Carolina	10	1	0
North Dakota	0	0	0
Ohio	4	1	0
Oklahoma	0	0	0
Oregon	4	1	0
Pennsylvania	0	0	0
Rhode Island	0	0	0
South Carolina	7	1	0
South Dakota	5	1	0
Tennessee	2	1	0
Texas	30	1	0
Utah	11	1	0
Vermont	0	0	0
Virginia	4	1	0
Washington	9	1	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
Total	230	29	0

*** Projected openings for the period May 1, 2026, to April 30, 2027.

**** As certain jurisdictions include multi-unit development agreements within their statutory definition of "franchise agreement," this column includes multi-unit development agreements requiring individual unit Franchise Agreements to be signed in the future, but not yet signed nor opened.

Current Franchisees

Exhibit I contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit I contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

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

Sale of Previously Owned Outlet

We are not selling a previously-owned franchised outlet now under our control.

Confidentiality Clauses

In the last three fiscal years, two franchisees have signed a contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

Exhibit G contains our audited financial statements dated April 30, 2024, April 30, 2025, and April 30, 2026. Our fiscal year end is April 30.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Multi-Unit Development Agreement
C. Franchise Agreement
D. General Release Agreement
E. Deposit Receipt
F. Compliance Certification
L. State Addenda to Franchise Agreement
M. State Addenda to Multi-Unit Development Agreement

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document as Exhibit O.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA	State Administrator: Department of Financial Protection and Innovation 651 Bannon Street, Suite 300 Sacramento, California 95811 Telephone: (866) 275-2677 Registered Agent: Commissioner, Department of Financial Protection and Innovation 651 Bannon Street, Suite 300 Sacramento, California 95811 Telephone: (866) 275-2677
CONNECTICUT	Department of Banking Securities and Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 Telephone: (860) 240-8230
FLORIDA	State Administrator: Department of Agriculture and Consumer Services Division of Consumer Services Business Opportunities P.O. Box 6700 Tallahassee, Florida 32314-6700 Telephone: (850) 410-3800 Registered Agent: Mark D. Nichols General Counsel 2121 Vista Parkway West Palm Beach, Florida 33411
HAWAII	State Administrator: Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch 335 Merchant Street, Suite 203 Honolulu, Hawaii 96813 Telephone: (808) 586-2722 Registered Agent: Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch 335 Merchant Street, Suite 203 Honolulu, Hawaii 96813

ILLINOIS	State Administrator: Franchise Bureau Office of Attorney General 500 South Second Street Springfield, Illinois 62701 Telephone: (217) 782-4465 Registered Agent: Office of Attorney General 500 South Second Street Springfield, Illinois 62701
INDIANA	State Administrator: Indiana Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 Telephone: (317) 232-6681 Registered Agent: Indiana Secretary of State 200 West Washington Street, Room 201 Indianapolis, Indiana 46204 Telephone: (317) 232-6531
KENTUCKY	Office of the Attorney General Consumer Protection Division 1024 Capital Center Drive Frankford, Kentucky 40601-8204 Telephone: (502) 696-5300
MARYLAND	State Administrator: Office of the Attorney General Securities Division 200 Saint Paul Place Baltimore, Maryland 21202 Telephone: (410) 576-6360 Registered Agent: Maryland Securities Commissioner 200 Saint Paul Place Baltimore, Maryland 21202
MICHIGAN	Department of Attorney General Corporate Oversight Division, Franchise Section 525 West Ottawa Street P.O. Box 30736 Lansing, Michigan 48909 Telephone: (877) 765-8388

MINNESOTA	State Administrator: Minnesota Department of Commerce Securities Section 85 7th Place East, Suite 280 Saint Paul, Minnesota 55101 Telephone: (651) 539-1500 Registered Agent: Commissioner of Commerce Minnesota Department of Commerce Securities Section 85 7th Place East, Suite 280 Saint Paul, Minnesota 55101
NEBRASKA	Nebraska Bureau of Securities Department of Banking and Finance 1526 K Street, Suite 300 Lincoln, Nebraska 68508-2732 Telephone: (402) 471-3445
NEW YORK	State Administrator: New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 Telephone: (212) 416-8222 Registered Agent: New York Secretary of State 99 Washington Avenue Albany, New York 12231 Telephone: (518) 473-2492
NORTH DAKOTA	State Administrator: North Dakota Insurance and Securities Department 600 East Boulevard Avenue, Department 401 Bismarck, North Dakota 58505 Telephone: (701) 328-2910 Registered Agent: Insurance Commissioner North Dakota Insurance and Securities Department 600 East Boulevard Avenue, Department 401 Bismarck, North Dakota 58505

RHODE ISLAND	State Administrator: Department of Business Regulation Securities Division 1511 Pontiac Avenue Cranston, Rhode Island 02910 Telephone: (401) 462-9527 Registered Agent: Director, Department of Business Regulation Securities Division 1511 Pontiac Avenue Cranston, Rhode Island 02910
SOUTH DAKOTA	State Administrator: South Dakota Department of Labor and Regulation Division of Insurance, Securities Regulation 124 S. Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 Telephone: (605) 773-3563 Registered Agent: Director, Division of Insurance, Securities Regulation South Dakota Department of Labor and Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501
TEXAS	Registrations Unit Secretary of State P.O. Box 13193 Austin, Texas 78711-3193 Telephone: (512) 475-0775
UTAH	Utah Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111 Telephone: (801) 530-6601
VIRGINIA	State Administrator: State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 Telephone: (804) 371-9051 Registered Agent: Clerk, State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219

WASHINGTON	State Administrator: Securities Division Department of Financial Institutions P.O. Box 41200 Olympia, Washington 98504-1200 Telephone: (360) 902-8760 Registered Agent: Administrator of Securities Department of Financial Institutions 150 Israel Road Southwest Tumwater, Washington 98501
WISCONSIN	State Administrator: Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 Telephone: (608) 266-0448 Registered Agent: Administrator, Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705

EXHIBIT B

MULTI-UNIT DEVELOPMENT AGREEMENT

DATED _____ 20__

GREAT GREEK FRANCHISING, LLC

And

_____

_____

GREAT GREEK MEDITERRANEAN GRILL®
MULTI-UNIT DEVELOPMENT AGREEMENT

_____

THE GREAT GREEK MEDITERRANEAN GRILL®
MULTI-UNIT DEVELOPMENT AGREEMENT

THIS MULTI-UNIT DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20_____, by and between **Great Greek Franchising, LLC,** a Florida limited liability company, with its principal place of business at 2121 Vista Parkway, West Palm Beach, Florida 33411 ("Franchisor") and _____, whose address is _____ ("Developer").

RECITALS

A. Developer wishes to develop The Great Greek Mediterranean Grill® Restaurants pursuant to the terms and conditions of this Multi-Unit Development Agreement (the "**Development Agreement**");

B. For each The Great Greek Mediterranean Grill® Restaurant Developer will open and operate Franchisor and Developer will enter into a Franchise Agreement (the "**Franchise Agreement**");

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained and for other good and valuable consideration, the sufficiency of which is acknowledged by both parties, Franchisor and Developer agree as follows:

1. **Multi-Unit Development Commitment.** Developer shall develop and open the cumulative number of The Great Greek Mediterranean Grill® restaurants according to the schedule attached hereto as Exhibit A (the "**Development Schedule**"):

2. **Fee and Payment.** Developer agrees to pay to Franchisor a nonrefundable development fee equal to the initial franchise fee for the first Restaurant, $39,500, plus $20,000 for each additional Restaurant Developer agrees to open and operate (the "**Development Fee**"), as shown on the Development Schedule. If this Agreement is terminated pursuant to Section 6 of this Agreement, the Development Fee shall be forfeited to Franchisor in consideration of the rights granted in the Development Area up to the time of termination.

3 **Form of Agreement.** For each The Great Greek Mediterranean Grill® restaurant Developer will open and operate, Developer shall execute Franchisor's then-current standard form of franchise agreement as stated in the Development Schedule. Developer is required in each instance to obtain Franchisor's prior approval of each proposed restaurant location to be developed prior to leasing or acquiring a location. This Agreement does not give Developer the right to construct, open, or operate a The Great Greek Mediterranean Grill® restaurant. Developer acknowledges that each such The Great Greek Mediterranean Grill® restaurant may only be constructed, opened, and operated pursuant to the terms and conditions of a separate Franchise Agreement executed in accordance with this Development Agreement.

4. **Development Area.** Developer shall locate each The Great Greek Mediterranean Grill® restaurant it develops under this Agreement within the areas outlined on the map attached hereto as Exhibit B (the "**Development Area**"). Developer acknowledges that it does not have exclusive rights to develop, open or operate The Great Greek Mediterranean Grill® restaurants in the Development Area, except that if Developer agrees to open an operate more than three (3) The Great Greek Mediterranean Grill® restaurants in its Development Schedule, and so long as Developer is not in default as more fully described in Section 6, then Developer shall have exclusive rights to develop, own and operate its The Great Greek Mediterranean Grill® restaurant s in the Development Area. If Developer is in default of the Development Schedule, then upon written notice to Developer (with no opportunity to cure required), Developer shall

lose its exclusive rights to the Development Area. In the event Developer wishes to extend the deadline for one Restaurant in the Development Schedule, Developer may pay a one-time Development Schedule Extension Fee of $5,000 to extend the deadline to open a particular Restaurant by twelve (12) months. For the avoidance of doubt, payment of this Development Schedule Extension Fee shall **not** extend the deadline for opening as to any other Restaurant in the Development Schedule.

5. **Term of Development Agreement.** Unless earlier terminated pursuant to Section 6 of this Agreement, this Agreement shall expire upon the earlier of (i) the date specified in the Development Schedule or (ii) upon the opening of the last restaurant listed in the Development Schedule.

6. **Default and Termination.** Franchisor may terminate this Agreement upon notice to Developer without providing Developer an opportunity to cure if any of the following occur:

(i) Developer fails to meet the timelines in the Development Schedule, including payment schedules, or is otherwise in breach of this Development Agreement; or

(ii) Franchisor has the right to terminate any Franchise Agreement between Franchisor and Developer (or any affiliate thereof) due to Developer's default thereunder (whether or not Franchisor actually terminates such Franchise Agreement).

7. **Limitation of Liability.** Developer's commitment to develop The Great Greek Mediterranean Grill® restaurants is in the nature of an option only. If Franchisor terminates this Agreement for Developer's default, Developer shall not be liable to Franchisor for lost future revenues or profits from any unopened The Great Greek Mediterranean Grill® restaurants.

8. **Conditions.** Developer's right to develop each The Great Greek Mediterranean Grill® Restaurant franchise after the first restaurant is subject to the following:

(i) Developer must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional The Great Greek Mediterranean Grill® restaurants, in the reasonable judgment of Franchisor, and

(ii) Developer must be in full compliance with all brand requirements at its open The Great Greek Mediterranean Grill® restaurants, and not in default under any Franchise Agreement or any other agreement with Franchisor.

9. **Applicable Law and Jurisdiction.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and any other agreement relating to this Agreement and all transactions contemplated by this Agreement and any other agreement relating to this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida, and that, therefore, each of the parties irrevocably and unconditionally:

(i) agrees that any suit, action or legal proceeding arising out of or relating to the offer, negotiation, performance, validity or interpretation of this Agreement, shall be brought only in the courts of record in Palm Beach County, Florida;

(ii) consents to the jurisdiction of each such court in any suit, action or proceeding;

(iii) waives any objection which he, she or it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and

(iv) agrees that service of any court paper may be effected on such party by U.S. mail or by any manner as may be provided under applicable laws or court rules.

Notwithstanding the foregoing, if Franchisor deems it necessary to commence an action in Developer's jurisdiction to more fully or expeditiously determine, interpret or protect its rights, it may do so.

10. **Transfer; Miscellaneous.** Franchisee shall not Transfer this MUDA without the prior written consent of Great Greek Franchising, LLC, and any Transfer without Great Greek Franchising's prior written consent shall be void. Great Greek Franchising's approval of a Transfer of a restaurant listed in the Development Schedule shall not modify or terminate this MUDA or the Development Schedule. The provisions of Article 15.1 (Transfer By Great Greek Franchising), and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

11. **Dispute Resolution; Equitable Relief.** Any controversy or claim arising out of or relating to this Agreement or the relationship between the parties, including any claim that this Agreement, or any part thereof, is invalid, illegal, or otherwise void, shall be determined exclusively in the state courts in Palm Beach County, Florida. Each party waives any objection to the jurisdiction of the courts in Palm Beach County, Florida over them, agrees that, except as to Federal Lanham Act claims, Florida law will apply to this Agreement and waives any right to objection to the jurisdiction or venue of the state courts in Palm Beach County, Florida. However, prior to any suit, action or legal proceeding taking place, either party may, at its option, submit the controversy or claim to non-binding mediation before the American Arbitration Association in accordance with its Commercial Mediation Procedures, if the American Arbitration Association or other mutually agreeable mediator is unable to conduct the mediation, in which event both parties shall execute a confidentiality agreement reasonably satisfactory to Franchisor. Upon submission, the obligation to attend mediation shall be binding on both parties. Each party will bear its own costs with respect to the mediation, except the fee for the mediator will be split equally. In the event of litigation, the reasonable attorney fees and costs of the prevailing party shall be paid by the non-prevailing party. The provisions of this Section 10 shall be construed as independent of any other covenant or provision of this Agreement; provided that if a court of competent jurisdiction determines that any such provisions are unlawful in any way, such court shall modify or interpret such provisions to the minimum extent necessary to have them comply with the law. Franchisor and Developer (and their respective owners) waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it. This Section shall be deemed to be self-executing and shall remain in full force and effect after the expiration or sooner termination of this Agreement. Mediation shall take place in Developer's home state. Developer acknowledges and agrees that it is the intent of the parties that mediation or litigation between Franchisor and Developer shall be of Franchisor's and Developer's individual claims, and that none of Developer's claims shall be mediated or litigated on a class-wide basis or on a joined or consolidated claim basis.

12. **Acknowledgments. Developer acknowledges that it has received a complete copy of this Agreement, the Franchise Agreement, the attachments thereto, if any, at least seven calendar days prior to the date on which this Agreement was executed**. Developer further acknowledges that it has read and understands this Agreement, the Franchise Agreement, the attachments thereto and the agreements relating thereto contained in the Franchise Disclosure Document received by Developer and that Franchisor has accorded Developer ample opportunity and has encouraged Developer to consult with advisors of Developer's own choosing about the potential benefits and risks of entering into this Agreement. Developer acknowledges that this Agreement constitutes the entire agreement of the parties and supersedes

all prior negotiations and representations. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate original as of the date and year first written above.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Developer:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

EXHIBIT A TO MULTI-UNIT DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

Developer's rights under the Development Agreement are conditioned upon its active development of the Development Area. Developer will directly develop and operate within the Development Area, and ensure the continued operation of, not less than the following number of The Great Greek Mediterranean® restaurants within the timeframes stated below:

Restaurant No.	Deadline Date for Opening of Restaurant	Initial Franchise Fee	Development Fee	Deadline for Collection of Initial Franchise Fee	Deadline for Execution of Franchise Agreement
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Totals					

ACKNOWLEDGED AND AGREED TO:

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Developer:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

EXHIBIT B TO MULTI-UNIT DEVELOPMENT AGREEMENT

DEVELOPMENT AREA MAP

The Development Area is defined on the attached map(s).

ACKNOWLEDGED AND AGREED TO:

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Developer:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

EXHIBIT C

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

DATED_____ 20____

SUMMARY PAGE		
1.	**Franchisee**	
2.	**Initial Franchise Fee**	$39,500.00
3.	**DPM Fee**	
4.	**Business Location**	
5.	**Territory**	
6.	**Franchisee's Address**	

FRANCHISE AGREEMENT

This Agreement is made between Great Greek Franchising, LLC, a Florida limited liability company ("Great Greek Franchising"), and Franchisee effective as of the date signed by Great Greek Franchising (the "Effective Date").

Background Statement:

A. Great Greek Franchising and its affiliates own a system (the "System") for developing and operating fast-casual restaurants specializing in Greek and Mediterranean cuisine under the trade name "The Great Greek Mediterranean Grill®".

B. The System includes (1) methods, procedures; and standards for developing and operating a The Great Greek Mediterranean Grill® business; (2) plans, specifications, equipment, signage and trade dress for The Great Greek Mediterranean Grill® businesses; (3) particular products and services; (4) the Marks; (5) training programs; (6) business knowledge; (7) marketing plans and concepts; and (8) other mandatory or optional elements as determined by Great Greek Franchising from time to time.

C. The parties desire that Great Greek Franchising license the Marks and the System to Franchisee for Franchisee to develop and operate a The Great Greek Mediterranean Grill® business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by Great Greek Franchising.

"**Business**" means the business owned by Franchisee and operated under this Agreement.

"**Competitor**" means any business for which Greek and/or Mediterranean cuisine is a material portion of the product offering or menu.

"**Confidential Information**" means any proprietary or confidential information disclosed by Great Greek Franchising to Franchisee under this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, information regarding Great Greek Franchising's technology, systems, business operations, business plans, finances, principals, vendors, customers, potential customers, marketing methods, costs, prices, contractual relationships, regulatory status, and other confidential information that is clearly marked as confidential or proprietary or that should reasonably be understood as such due to its nature and the circumstances of its disclosure.

"**Gross Revenues**" means the entire amount of all of Franchisee's revenues arising out of the ownership or operation of the Business. This amount is to include, without limitation, revenues derived from or relating to all sales of food and beverages rendered at, or for orders placed at or completed for delivery in, through, or from the Business. The revenues are determined regardless of whether they are evidenced by cash, credit, checks, services, property or other means of exchange, excepting only the amount of any sales taxes that are collected and paid to the taxing authority. Cash refunded or credit given to customers shall be deducted in computing Gross Revenues to the extent that such cash or credit represent amounts previously included

in Gross Revenues on which Royalty and Marketing Fees were paid. Sales of prepaid cards or similar products are not included in Gross Revenues, but the redemption of any such card or product will be included in Gross Revenues.

"**Input**" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Limited Access Venue**" means a venue that primarily serves the customers located within a facility, such as enclosed shopping centers, universities, churches and other religious institutions, sports stadiums, amusement parks, airports, transportation centers, hospitals, military complexes, and restricted business complexes.

"**Location**" means the location address stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Great Greek Franchising's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means Great Greek Franchising's confidential Operating Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Marketing/Brand Fund**" means the fund established by Great Greek Franchising into which Marketing Fund Contributions are deposited.

"**Marks**" means the service mark and logo contained on the Summary Page, and/or all other trade names, trademarks, service marks and logos which may be specified by Great Greek Franchising from time to time for use in the Business.

"**Operating Principal**" means an individual, who is not the Franchisee, who is employed by the Franchisee and will devote full time and attention to the operation of the Business.

"**Remodel**" means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new The Great Greek Mediterranean Grill® business.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs that Great Greek Franchising requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by Great Greek Franchising, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, catering and/or delivery, cleanliness, customer service, design (such as construction, decoration, layout, furniture, fixtures and signs), equipment, inventory, marketing and public relations, menu and other product and service offerings, operating hours, presentation of Marks, quality of products and services, recipes, reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software,

backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

"**Territory**" means the territory stated on the Summary Page. If no territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1.

"**Transfer**" means for Franchisee to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Great Greek Franchising grants to Franchisee the right to operate the Business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate the Business at the Location for the entire term of this Agreement.

2.2 Protected Territory. Great Greek Franchising shall not open, nor license the right to any third party to open, another The Great Greek Mediterranean Grill® business outlet within the Territory, other than in a Limited Access Venue. Great Greek Franchising retains the right to:

(a) establish and license others to establish and operate The Great Greek Mediterranean Grill® businesses outside the Territory;

(b) establish and license others to establish and operate The Great Greek Mediterranean Grill® businesses in Limited Access Venues inside the Territory;

(c) operate and license others to operate businesses anywhere that do not operate under The Great Greek Mediterranean Grill® brand name; and

(d) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than The Great Greek Mediterranean Grill® outlets.

2.3 Full-Time and Best Efforts. Franchisee must devote his or her full-time and best efforts to the management of the Business. If Franchisee is a business entity, Franchisee shall designate an Operating Principal to devote his or her full-time and best efforts to the management of the Business. Within ten (10) days of execution of this Franchise Agreement, if Franchisee is required to designate an Operating Principal, an authorized corporate representative of Franchisee shall give written notice to Great Greek Franchising of the individual who shall serve as the Operating Principal.

2.4 Entity Franchisee. Franchisee may, at the Franchisee's option, operate the Business through a limited liability company, corporation or other business entity, provided that: (i) the full legal name of the business entity shall be added to the Franchise Agreement as an additional Franchisee; (ii) the business entity is newly organized and its activities are confined exclusively to operating the Business; (iii) Franchisee is the owner of all the stock or membership units of the business entity and is the principal executive officer thereof; (iv) Franchisee furnishes Great Greek Franchising with the name, address, telephone number and percentage of ownership of each officer, director, shareholder and member of the business entity; (v) You and all other beneficial owners in the business entity must either 1) be added as additional Franchisees to the Franchise Agreement, or 2) execute the Owners Agreement attached hereto

as Schedule D (or Great Greek Franchising's then-current standard form); and (vi) no part of the Marks shall form part of the business entity's legal name. In furtherance of this Section 2.4, in the event Franchisee operates the Business through a business entity which is not named as an additional Franchisee in the Franchise Agreement, Franchisee hereby grants an irrevocable power of attorney to Great Greek Franchising and appoints Great Greek Franchising as Franchisee's attorney-in-fact to add the business entity to this Agreement as an additional Franchisee. Franchisee must furnish to Great Greek Franchising, at any time upon request, a certified copy of its governing documents and a list, in a form Great Greek Franchising requires, of all owners of record and all other persons having beneficial ownership in business entity reflecting their respective interests in said business entity.

2.5 No Conflict. Franchisee represents to Great Greek Franchising that Franchisee: (i) is not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement; (ii) is not a direct or indirect owner of any Competitor; and (iii) is not listed or "blocked" in connection with, and is not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 35 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for one additional period of 35 years, subject to the following conditions prior to expiration:

(a) Franchisee notifies Great Greek Franchising of the election to renew between 90 and 180 days prior to the end of the term;

(b) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Great Greek Franchising (or any of its affiliates) at the time of election and at the time of renewal;

(c) Franchisee has made or agrees to make (within a period of time acceptable to Great Greek Franchising) renovations and changes to the Business as Great Greek Franchising requires to conform to the then-current System Standards;

(d) Franchisee executes Great Greek Franchising's then-current standard form of franchise agreement, which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive another renewal or successor term;

(e) Franchisee pays a renewal fee of $2,500; and

(f) Franchisee executes a general release (on Great Greek Franchising's then-standard form) of any and all claims against Great Greek Franchising, its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable. If Franchisee

submitted a deposit of $9,500 prior to executing this Agreement, such amount shall be credited towards the initial franchise fee.

4.2 Royalty Fee. Franchisee shall pay Great Greek Franchising a weekly royalty fee (the "Royalty Fee") equal to 6% of Gross Revenues. The Royalty Fee for any given week is due on the Tuesday of the following week.

4.3 Marketing Contributions.

(a) Marketing/Brand Fund Contribution. Franchisee shall pay Great Greek Franchising a contribution to the Marketing/Brand Fund (the "Marketing/Brand Fund Contribution") as determined by Great Greek Franchising, not to exceed 4% of Franchisee's Gross Revenues, at the same time as the Royalty Fee. As of the Effective Date of this Agreement, the Marketing/Brand Fund Contribution is 3% of Franchisee's Gross Revenues.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Revenues (or other amount) determined by the Market Cooperative.

4.4 Restaurant Package. Franchisee shall purchase the restaurant package described on Schedule A from Great Greek Franchising (or another affiliate or third party designated by Great Greek Franchising). Franchisee shall pay $12,500 towards such equipment package upon signing this Agreement $37,500 is due within ten (10) days after signing the lease for the Restaurant, and the balance is due upon the earlier of construction permits issued for the location, or funding of a construction loan. In the event Franchisee owns the building in which the Business will be located, the payment of $37,500 will also be due with the balance, payable upon the earlier of construction permits issued for the Location, or funding of a construction loan.

4.5 DPM Fee. Franchise shall pay Great Greek Franchising or its affiliate, Franchise Real Estate, Inc. ("Franchise Real Estate"), a Design and Project Management Fee ("DPM Fee") in an amount of $10,000 for assistance to be provided in the construction or remodeling and finishing of the Location. Franchisee shall pay the DPM Fee upon signing this Agreement. The DPM Fee is not refundable.

4.6 Technology Fee. Commencing when the Business opens to the public, Franchisee shall pay to Great Greek Franchising the then-current monthly technology fee, currently in an amount of $150, for the hosting, support and maintenance of Franchisee's website, domain and email account(s) or address(es), and other technology matters. The technology fee is due and payable on the 5th day of each month. Such monthly fee may be raised in Franchisor's sole discretion by 10% provided that any such increase: (a) shall be done no more frequently than once every calendar year; and (b) shall be applicable to all Businesses.

4.7 Third-Party Vendors. If Great Greek Franchising requires Franchisee to use a designated third-party vendor, Great Greek Franchising has the right (but not the obligation) to collect payment on behalf of the vendor and remit the payment to the vendor. If Great Greek Franchising does so, it may impose a 10% markup or charge for administering the payment program.

4.8 Non-Compliance Fee. Great Greek Franchising may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to Great Greek Franchising) which Franchisee fails to cure after 30 days' notice. Thereafter, Great Greek Franchising may charge Franchisee $250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of Great Greek Franchising's internal cost of personnel time attributable to addressing the non-compliance and is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of Great Greek Franchising's other rights and remedies.

4.9 On-line Ordering, Gift Card, and Loyalty/Rewards Programs Fee. Franchisee shall pay to the Required Vendor the then-current fee to compensate for the administration of the On-line Ordering, Gift Card, and Loyalty/Rewards Program.

4.10 Restaurant Back Office Management System Fee. Franchisee shall pay to the Required Vendor the then-current fee to utilize a central restaurant platform for a Franchisee to run the entire business, including forecasting, food and inventory controls, and labor management.

4.11 Menu Management System Fee. Franchisee shall pay to the Required Vendor the then-current fee to utilize a menu management system.

4.12 Conference Fee. On January 15th of every calendar year (or, in the event that January 15th falls on a weekend or other banking holiday, then on the first business day after January 15th), you shall pay to Great Greek Franchising the then-current Conference Fee, currently an amount of $379, for that calendar year's Brand Conference or World Expo event. The Conference Fee may be raised in Franchisor's sole discretion by 10% provided that any such increase: (a) shall be done no more frequently than once every calendar year; and (b) shall be applicable to all Businesses.

4.13 Reimbursement. Great Greek Franchising may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If Great Greek Franchising does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to Great Greek Franchising within 15 days after invoice by Great Greek Franchising accompanied by reasonable documentation.

4.14 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee; Marketing/Brand Fund Contribution; On-line Ordering, Gift Card, and Loyalty/Rewards Programs Fee; Restaurant Management Systems Fee; and Conference Fee; and any other amounts owed to Great Greek Franchising by pre-authorized bank draft or in such other manner as Great Greek Franchising may require. When Franchisee presents a check as payment, including for the initial franchise fee, restaurant package, and DPM Fee, Franchisee authorizes Great Greek Franchising to deposit the check, make a one-time electronic fund transfer (EFT), or a substitute check, in which case funds may be withdrawn from Franchisee's account on the same day payment is made and Franchisee will not receive a cancelled check back from their financial institution.

(b) Calculation of Fees. Franchisee shall report weekly Gross Revenues to Great Greek Franchising by Tuesday of the following week. If Franchisee fails to report weekly Gross Revenues, then Great Greek Franchising may withdraw estimated Royalty Fees and Marketing/Brand Fund Contributions equal to 125% of the last Gross Revenues reported to Great Greek Franchising, and the parties will true-up the actual fees after Franchisee reports Gross Revenues. Franchisee acknowledges that Great Greek Franchising has the right to remotely access Franchisee's point-of-sale system to calculate Gross Revenues.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. Great Greek Franchising may charge $30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by Great Greek Franchising (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. Great Greek Franchising may apply any payment received from Franchisee to any obligation and in any order as Great Greek Franchising may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Great Greek Franchising any fees or amounts described in this Agreement are not dependent on Great Greek Franchising's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

4.15 Alcohol Sales. If Franchisee sells beer, wine or other alcoholic beverages, and if applicable law (state or local) prohibits or restricts Franchisee's ability to pay (or Great Greek Franchising's ability to collect) Royalty Fees or other amounts based on Gross Revenues derived from the sale of alcoholic beverages by the Business, or if such law would require Great Greek Franchising be licensed to sell alcoholic beverages, then the parties will exclude alcoholic beverage sales from Gross Revenues and mutually agree on a substitute so as to provide the same basic economic effect to both parties.

ARTICLE 5. ASSISTANCE

5.1 Pre-Opening Assistance. Before Franchisee opens for business, Great Greek Franchising (either directly or through an affiliate or third party) shall:

(a) Provide advice in regard to establishing the Business.

(b) Through its affiliate, Franchise Real Estate, provide assistance in locating a site for the Location and in negotiating the Lease of the Location. Franchisee acknowledges that Franchise Real Estate may be compensated by the Landlord for these services. The Location must be approved by Great Greek Franchising prior to the Franchisee attending initial training.

(c) Provide consultation and advice with regard to alterations, refurbishment, renovation, decoration or other work necessary for the conversion of the Location into a The Great Greek Mediterranean Grill®, including layout designs; provided, however, that such consultation and advice will be provided by Great Greek Franchising's affiliate, Franchise Real Estate, on such terms the affiliate currently offers.

(d) Loan to Franchisee prototype architectural drawings for the Location.

(e) Advise Franchisee with regard to the way in which fixtures and equipment are to be installed in the Location with a view to the efficient operation of the Business.

(f) Sell (either directly or through an affiliate or other entity) to Franchisee the equipment, appliances, signs, fixtures, furniture and other items (the "Restaurant Package") listed in Schedule A to this Agreement.

(g) Provide Franchisee with list of approved suppliers of the products to be sold at the Business.

(h) Inspect the Business upon completion of construction and installation of the equipment, furniture and fixtures to determine that it meets Great Greek Franchising's current standards.

(i) Make available its standard initial training at Great Greek Franchising's headquarters and/or a restaurant location designated by Great Greek Franchising. Great Greek Franchising shall not charge any fee for Franchisee's attendance at initial training and will cover the cost of Franchisee's airfare (one coach class round trip airfare, baggage and other fees not included) and hotel accommodations for one person and one daily meal during the initial training program. Franchisee is allowed a second person to attend training with no additional training fee; however, Franchisee shall pay for the flight and hotel lodging of the second person. Great Greek Franchising will charge a reasonable fee for additional persons attending training, and Franchisee is responsible for any additional out-of-pocket attendees incurred by him or her during initial training, and travel, lodging, meal, and other out-of-pocket expenses for additional attendees. Any additional persons attending training will be required sign an agreement on Great Greek Franchising's standard form not to misuse or disclose to any third party any information or knowledge concerning Great Greek Franchising's business or the System.

(j) Provide for a period of 5 days, a member of Great Greek Franchising's staff to assist in initial on-site training and guidance on commencement of operations of the Business. Great Greek Franchising shall pay the travel and other costs of its staff member for this purpose.

(k) Provide Franchisee with the Manual, which includes statements of policies and procedures, together with instruction and advice in the operation of the Business.

(l) Provide Franchisee with other relevant manuals and written material which, in its discretion, Great Greek Franchising deems necessary.

5.2 Post-Opening Assistance. After Franchisee opens for business, Great Greek Franchising (either directly or through an affiliate or third party) shall:

(a) Provide Franchisee with details of any alterations and/or improvements in or to the System.

(b) At no cost to Franchisee, periodically visit the Business and furnish to Franchisee such advice and assistance in connection with the operation of the Business as is, from time to time, reasonably required in Great Greek Franchising's sole discretion. Operating assistance may consist of advice and guidance with respect to:

(i) Methods and procedures for the purchase, storage, display, preparation and sale of approved products and the supply of approved services;

(ii) New and additional products and services as Great Greek Franchising may approve, from time to time, to be used or offered for sale by the Business;

(iii) The purchase, operation, maintenance and use of equipment, displays, uniforms, materials and supplies;

(iv) Implementation of advertising and promotional programs approved by Great Greek Franchising;

(v) Establishment and implementation of administrative, bookkeeping, accounting, inventory control and general operating procedures for the operation of the Business;

(vi) Prices to be charged for menu items sold in the Business; and

(vii) The operation, cleanliness and efficiency of the Business.

(c) Franchisee may at any time request that Great Greek Franchising send a field/marketing representative to aid Franchisee in the Business. If Great Greek Franchising has a representative available at the time of the request, Great Greek Franchising will send a representative at its then-current fee, currently in an amount of $600, for special assistance (plus any out-of-pocket expenses) or the representative may appear via virtual methods (including, but not limited to, Skype®, FaceTime®, or Zoom®). The decision to have the representative appear in-person or virtually shall be within Great Greek Franchising's sole and exclusive discretion.

(d) Great Greek Franchising will, from time to time, free of charge, send to Franchisee bulletins on sales and service methods, marketing development and techniques, and/or business and operating procedures.

(e) Great Greek Franchising will offer advice to Franchisee regarding Franchisee's equipment, computer hardware and software, and food service processes by telephone and electronic communication.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory. If the Location and Territory are not stated on the Summary Page:

(i) Franchisee shall find a potential Location and submit its proposed Location to Great Greek Franchising for acceptance, with all related information Great Greek Franchising may request. If Great Greek Franchising does not accept the proposed Location in writing within 60 days, then it is deemed rejected.

(ii) When Great Greek Franchising accepts the Location, it shall issue a Location Acceptance Letter in the form of Schedule B, which will state the Location and Territory (as determined by Great Greek Franchising in its discretion).

(iii) **Great Greek Franchising's advice regarding or acceptance of a site is not a representation or warranty that the Business will be successful and Great Greek Franchising has no liability to Franchisee with respect to the location of the Business.**

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location, if requested by Great Greek Franchising, Franchisee must submit the proposed lease to Great Greek Franchising for written approval. An executed copy of Your Lease, including any renewal thereof, shall be submitted to compliance@thegreatgreek.com within five (5) days of Your execution of the Lease.

6.3 Development. Franchisee shall construct (or remodel) and finish the Location in conformity with Great Greek Franchising's System Standards. If required by Great Greek Franchising, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining Great Greek Franchising's approval of Franchisee's plans. Great Greek Franchising may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by Great Greek Franchising or its representatives regarding any architectural, engineering or legal matters in the development and construction of the Business, and Great Greek Franchising assumes no liability with respect thereto. Great Greek Franchising's inspection and/or approval to open the Business is not a representation or a warranty that the Business meets any architectural, engineering or legal standards.

6.4 New Franchisee Training. Franchisee must complete Great Greek Franchising's training program for new franchisees to Great Greek Franchising's satisfaction. Great Greek Franchising, at its option, may offer certain additional portions of its training via remote means. If Great Greek Franchising elects to offer any training program remotely, Great Greek Franchising shall give you advance notice, in writing, and you may elect at that time to attend training remotely.

6.5 Conditions to Opening. Franchisee shall notify Great Greek Franchising at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement; (2) Franchisee has obtained all applicable governmental permits and authorizations; (3) the Business conforms to all applicable System Standards; (4) Great Greek Franchising has inspected and approved the Business; (5) Franchisee has hired sufficient employees; (6) Franchisee and Franchisee's employees have completed all of Great Greek Franchising's required pre-opening training; and (7) Great Greek Franchising has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business to the public within 540 days after the Effective Date.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws and regulations. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business. Copies of any required occupation and/or business licenses shall be submitted to compliance@thegreatgreek.com within five (5) days of Your receipt of same.

7.3 Food Service.

(a) Menu. Franchisee shall offer all menu items and other products and services, and only those menu items, products and services, from time to time prescribed by Great Greek Franchising in the Manual or otherwise in writing.

(b) Preparation. Franchisee shall follow all recipes prescribed by Great Greek Franchising, including, without limitation, use of all ingredients specified or authorized by Great Greek Franchising, and only such ingredients to the extent required by the Manual any designated proprietary products or ingredients such as meats, special seasonings and sauces from Great Greek Franchising or a designated supplier (which may be an Affiliate). Franchisee agrees that such ingredients are prepared pursuant to secret, proprietary recipes and/or procedures belonging to Great Greek Franchising.

(c) Method of Sale. Franchisee shall make sales only at the Location, or by off-site catering services, or at temporary event locations (e.g. street festivals). Unless otherwise approved or required by Great Greek Franchising, Franchisee shall not make sales by any other means, including without limitation by delivery or at satellite locations. Great Greek Franchising retains the right to determine (and to change at any time) an area outside of which Franchisee cannot offer catering. If Great Greek Franchising permits (or requires delivery), Great Greek Franchising retains the right to determine (and to change at any time) an area outside of which Franchisee cannot offer delivery. Franchisee's area for delivery and/or catering may be different from the Territory.

(d) Alcohol. Franchisee may serve beer and wine only with prior approval of Great Greek Franchising, and only if Franchisee has obtained all applicable permits and licenses.

(e) Uniformity & Conformity. In all regards, Franchisee agrees that strict conformity with this Agreement, the System and the Manual, is vitally important to the collective success of all The Great Greek Mediterranean Grill® Restaurants, including Franchisee's Restaurant, because of the benefits Franchisee and other The Great Greek Mediterranean Grill® operators will derive from uniformity in menu items, identity, quality, appearance, facilities and service among all The Great Greek Mediterranean Grill® Restaurants. Any material failure to adhere to the requirements contained in this Agreement or in the Manual will be considered a material breach of this Agreement.

7.4 Prices. Notwithstanding any provision of this Agreement or the Manual to the contrary, Franchisee retains the sole discretion to determine the prices it charges for products and services.

7.5 Personnel.

(a) Management. The Business must at all times be under the on-site supervision of Franchisee (or the Operating Principal, if any) or a general manager who has been properly trained by Franchisee or who has completed Great Greek Franchising's training program for managers.

(b) Business Operations Training. Great Greek Franchising reserves the right to set System Standards for operational training and deployment in addition to the initial training program for Franchisee (or the Operating Principal, if any) and the general manager. Without limiting the generality of the foregoing, as of the date of this Agreement, Great Greek Franchising requires that Franchisee employ at least two individuals in the Business working a combined total of 12 shifts each week (a shift being defined as either one hour prior to opening to 3:00pm or 3:00pm to one hour prior to closing) that have completed the designated training program at a Certified Training Restaurant. Franchisee (or the Operating Principal, if any) and/or the general manager may serve this role if they have completed the designated training program. If Franchisee fails to have at least two such trained employees working the required number of shifts for a period lasting more than 120 days, Franchisee will be in default of this Agreement.

(c) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public. Franchisee and Franchisee's employees shall handle all customer complaints, refunds, returns and other adjustments in a manner that will not detract from The Great Greek Mediterranean Grill® name and goodwill.

(d) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(e) Qualifications. Great Greek Franchising may set minimum qualifications for categories of employees employed by Franchisee.

(f) Sole Responsibility. Franchisee is solely responsible for the hiring of all of its employees and the terms of their employment and their supervision, management, compensation and training (other than training specifically provided by Great Greek Franchising) and has sole control over working hours, benefits, wages, workers' compensation and other employment policies. Franchisee is required to comply with all employment laws. All employees or independent contractors hired by or working for Franchisee will be Franchisee's employees or independent contractors alone and will not, for any purpose, be deemed Great Greek Franchising's employees or independent contractors alone and will not, for any purpose, be deemed Great Greek Franchising's employees or subject to Great Greek Franchising's control. Great Greek Franchising will not direct Franchisee's employees or oversee Franchisee's employment policies or

practices. Great Greek Franchising will not have the power to hire or fire Franchisee's employees. Within seven days of our request, Franchisee and its employees will sign an employment acknowledgment form stating that Franchisee alone is the employee's employer and that Great Greek Franchising is not.

(g) Post-Opening Training. Great Greek Franchising may at any time require that Franchisee (and the Operating Principal, if any) and/or any of Franchisee's employees (including shift leaders and general managers) complete training programs in any format and in any location determined by Great Greek Franchising. Great Greek Franchising may charge a reasonable fee for any training programs. Great Greek Franchising may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by Franchisee or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.6 Certified Training Restaurants. Great Greek Franchising may implement a program for certain restaurants to be certified by Great Greek Franchising for the purpose of training managers, shift leaders, and/or other employees in the System ("Certified Training Restaurants"), on such terms and conditions as Great Greek Franchising may determine. Great Greek Franchising may require Franchisee to have its Business be a Certified Training Restaurant, to maintain such certification, and to train managers, shift leaders, and/or other employees of other franchisees at Franchisee's Certified Training Restaurant.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by Great Greek Franchising. Franchisee shall enter into any subscription and support agreements that Great Greek Franchising may require. Franchisee shall upgrade, update, or replace any software from time to time as Great Greek Franchising may require. Franchisee shall protect the confidentiality and security of all software systems and shall abide by any System Standards related thereto. Franchisee shall give Great Greek Franchising unlimited access to Franchisee's point-of-sale system and other software systems used in the Business by any means designated by Great Greek Franchising.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. Great Greek Franchising may take any action it deems appropriate to resolve a customer complaint regarding the Business, and Great Greek Franchising may require Franchisee to reimburse Great Greek Franchising for any expenses.

7.9 Customer Evaluation and System Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by Great Greek Franchising for obtaining customer evaluations and/or reviewing Franchisee's compliance with the System, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. Great Greek Franchising shall share with Franchisee the results of these programs as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Great Greek Franchising for such programs.

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by Great Greek Franchising (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by Great Greek Franchising. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs or customer incentive programs, designated by and in the manner specified by Great

Greek Franchising in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another The Great Greek Mediterranean Grill® business. Franchisee shall comply with all procedures and specifications of Great Greek Franchising related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty or customer incentive programs.

7.12 Maintenance and Repair. Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as Great Greek Franchising may prescribe from time to time, including but not limited to, periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn out signage, floor coverings, furnishings, equipment and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, and repair.

7.13 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, Great Greek Franchising may require Franchisee to undertake and complete a Remodel of the Location to Great Greek Franchising's satisfaction. Franchisee must complete the Remodel in the time-frame specified by Great Greek Franchising. Great Greek Franchising may require the Franchisee to submit plans for Great Greek Franchising's reasonable approval prior to commencing a required Remodel. Great Greek Franchising's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer), and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

7.14 Meetings. Franchisee shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that Great Greek Franchising requires, including any national or regional brand conventions. Franchisee shall not fail to attend more than three consecutive required meetings.

7.15 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by Great Greek Franchising in the Manual. Coverage requirements can be increased or decreased upon Great Greek Franchising's prior notice as set forth in the Manual or other writing. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

(i) comprehensive general liability policy with a minimum combined single limit covering bodily injury, property damage and products, and completed operations of $1,000,000;

(ii) all-risk property insurance including fire, vandalism, theft, burglary and extended coverage with primary and excess limits of at least 80% replacement value of the Business and its inventory, equipment and fixtures;

(iii) Employment Practices Liability Insurance with a combined single limit of at least $500,000 including full prior acts coverage, third-party coverage and Fair Labor Standard Acts coverage;

(iv) if the Business serves alcoholic beverages, separate coverage for liquor liability (commonly referred to as Dram Shop Liability) with limits of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(v) Hired and Non-owned Auto Insurance ("HNOA Insurance") with limits of not less than $500,000 single limit per occurrence and $1,000,000 aggregate limit; and

(vi) all insurance required by applicable law, including workers' compensation and disability (limits may vary according to geographical location). If the applicable laws in Franchisee's state do not require the owners of the Business to be covered by worker's compensation insurance, Franchisee shall elect coverage for himself or herself.

(b) Franchisee's policies (other than Workers Compensation) must: (1) list Great Greek Franchising and its affiliates as an additional insured; (2) include a waiver of subrogation in favor of Great Greek Franchising and its affiliates; (3) be primary and non-contributing with any insurance carried by Great Greek Franchising or its affiliates; and (4) stipulate that Great Greek Franchising shall receive 30 days' prior written notice of cancellation.

(c) Franchisee shall provide Certificates of Insurance ("COI") evidencing the required coverage to Great Greek Franchising prior to opening and upon annual renewal of the insurance coverage as well as at any time upon request of Great Greek Franchising. Copies of your COIs shall be sent to compliance@thegreatgreek.com within five (5) days of Your receipt of same.

(d) The Franchisee should consult Franchisee's local insurance agent and legal counsel to ensure the Business is adequately insured, the Franchisee have all insurance required by law or by the terms of any agreement to which the Franchisee are a party. The Franchisee shall also ensure that all Franchisee Business equipment complies with any minimum standards and specifications to maintain your insurance requirements, including, but not limited to, any multi-factor authentication requirements for electronic devices used for Franchisee's Business

7.16 Suppliers and Landlord. Franchisee shall pay all vendors and suppliers in a timely manner. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location.

7.17 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Great Greek Franchising, the System, the network of franchisees, the Business, or any particular incident or occurrence related to the Business, without Great Greek Franchising's prior written approval.

7.18 Association with Causes. Franchisee shall not in the name of the Business: (i) donate money, products, or services to any charitable, political, religious, or other organization; or (ii) act in support of any such organization, without Great Greek Franchising's prior written approval.

7.19 No Other Activity at the Location. Franchisee shall not engage in any activity at the Location other than operation of the Business.

7.20 No Other Businesses. If Franchisee is an entity, Franchisee shall not own or operate any other business except The Great Greek Mediterranean Grill® businesses.

7.21 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of Great Greek Franchising, which will not be unreasonably withheld.

7.22 No Co-Branding. Franchisee shall not "co-brand" or associate any other business activity with the Business in a manner which is likely to cause the public to perceive it to be related to the Business.

7.23 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Great Greek Franchising. Franchisee must display at the Business signage prescribed by Great Greek Franchising identifying the Location as an independently-owned franchise. This shall include the following:

(a) displaying at a conspicuous location within Franchisee's Location, signs bearing the following words (or other words to similar effect as may from time to time be specified by Franchisor) "Independently Owned and Operated by" followed by Your name or business entity name and "under license from Great Greek Franchising"; and

(b) placing upon all letterhead, bills, purchase orders, estimates, invoices, and any other documents or literature used by You, and within the body or signature field of all email communications sent in connection with the Business the following words (or other words to similar effect as may from time to time be specified by Franchisor) "Independently Owned and Operated by" followed by Your name or business entity name.

7.24 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from Great Greek Franchising. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

7.25 Crisis Management.

(a) "**Crisis Management Event**" means any event that occurs at or about Franchisee's Restaurant premises or in connection with the operation of Franchisee's Restaurant that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, data breaches, real or threatened, or any other circumstance which may materially and adversely affect the System or the goodwill symbolized by the Marks.

(b) Upon the occurrence of a Crisis Management Event, Franchisee agrees to immediately inform Great Greek Franchising of such event and to cooperate fully with Great Greek Franchising, Our designated representatives, and the appropriate authorities with respect to the investigation and resolution of the Crisis Management Event. In an effort to mitigate possible damages to the Marks and System, Franchisee must cooperate fully with Great Greek Franchising with respect to management statements and other responses to the Crisis Management Event.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by Great Greek Franchising from time to time in accordance with System Standards. Great Greek Franchising may require Franchisee to purchase or lease any Inputs from Great Greek Franchising, Great Greek Franchising's designee, Required Vendors, Approved Vendors, and/or under Great Greek Franchising's specifications. Great Greek Franchising may change any such requirement or change the status of any vendor. To make such requirement or change effective, Great Greek Franchising shall issue the appropriate System Standards.

8.2 Restaurant Package. Without limiting the generality of the foregoing, Franchisee acknowledges that Great Greek Franchising or its designated affiliate is the sole supplier of the Restaurant Package

described in Schedule A. Great Greek Franchising and its affiliates expressly disclaim any warranties or representations as to the equipment, furniture, fixtures, and other items on Schedule A, including, without limitation, express or implied warranties as to merchantability or fitness for an intended purpose. Franchisee agrees to look solely to the manufacturer of the equipment, furniture, fixture or other item in the event of any defects therein.

8.3 Alternate Vendor Approval. If Great Greek Franchising requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Great Greek Franchising. Great Greek Franchising may condition its approval on such criteria as Great Greek Franchising deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Great Greek Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request. Franchisee must pay the full cost of any tests or inspections as Great Greek Franchising deems necessary, not to exceed $1,000.

8.4 Alternate Input Approval. If Great Greek Franchising requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Great Greek Franchising. Great Greek Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request. Franchisee must pay the full cost of any tests or inspections as Great Greek Franchising deems necessary, not to exceed $1,000.

8.5 Purchasing. Great Greek Franchising may implement a centralized purchasing system and negotiate prices and terms with vendors on behalf of the System. Great Greek Franchising may receive rebates or payments from vendors in connection with purchases by franchisees. Great Greek Franchising may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Great Greek Franchising may determine. Great Greek Franchising may designate proprietary products and mixes which may only be available for purchase from Great Greek Franchising or a designated supplier (which may be an Affiliate), in which case Great Greek Franchising will sell it to franchisees at reasonable markup.

8.6 No Liability of Franchisor. Great Greek Franchising shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.7 Product Recalls. If Great Greek Franchising or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Great Greek Franchising or the vendor, supplier, or manufacturer of such item with respect to the recall, repair, or other remedy of such item.

ARTICLE 9. MARKETING

9.1 Implementation. Franchisee shall not use any marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) that have not been approved by Great Greek Franchising. Great Greek Franchising's approval is not a warranty of any kind. Franchisee shall implement any marketing plans or campaigns determined by Great Greek Franchising. Great Greek

Franchising will grant a variance to Franchisee upon Franchisee's request with respect to any marketing plan or campaign determined by Great Greek Franchising for the purpose of Franchisee's compliance with any law or regulation, and Franchisee shall be solely responsible for ensuring Franchisee's materials and activities, including Franchisee's implementation of marketing plans and campaigns determined by Great Greek Franchising, conform to applicable laws and regulations, and do not infringe the intellectual property rights of any third party, including the trademarks, trade names, copyrights, copyright images, patents and designs belonging to a third party. Franchisee must comply with any internet, online commerce and/or social media policy that Great Greek Franchising may prescribe in connection with any use of the internet, online commerce or social media by Franchise which relates to the Business or Great Greek Franchising.

9.2 Use By Great Greek Franchising. Great Greek Franchising may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to Great Greek Franchising for such purpose.

9.3 Marketing/Brand Fund. In order to maximize the general public recognition and acceptance of Great Greek Mediterranean Grill Restaurants, Great Greek Franchising may establish a Marketing/Brand Fund to promote the System on a local, regional, national, and/or international level. If Great Greek Franchising has established a Marketing/Brand Fund:

(a) Separate Account. Great Greek Franchising shall hold the Marketing/Brand Fund Contributions from all franchisees in one or more bank accounts separate from Great Greek Franchising's other accounts.

(b) Use. Great Greek Franchising shall use the Marketing/Brand Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as Great Greek Franchising reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing;; and administrative and overhead expenses related to the Marketing/Brand Fund (including the compensation of Great Greek Franchising's employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Marketing/Brand Fund). Great Greek Franchising will develop and modify from time to time as necessary a Marketing/Brand Fund Policy, which will include procedures and guidelines for disbursement and expenditures from the Marketing/Brand Fund.

(c) Discretion. Franchisee agrees that expenditures from the Marketing/Brand Fund need not be proportionate to contributions made by Franchisee or provide a direct or indirect benefit to Franchisee. The Marketing/Brand Fund will be spent at Great Greek Franchising's sole discretion, and Great Greek Franchising has no fiduciary duty with regard to the Marketing/Brand Fund.

(d) Surplus or Deficit. Great Greek Franchising may accumulate funds in the Marketing Fund and carry the balance over to subsequent years. If the Marketing Fund operates at a deficit or requires additional funds at any time, Great Greek Franchising may loan such funds to the Marketing Fund on reasonable terms.

(e) Financial Statement. Great Greek Franchising will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of Great Greek Franchising's fiscal year and will provide the financial statement to Franchisee upon request.

(f) Reservation of Rights. Great Greek Franchising reserves the right to: (i) assume control of the Marketing/Brand Fund in the future; (ii) modify or terminate the Marketing/Brand Fund; and/or (iii) create or establish a new fund in the future. If Great Greek Franchising exercises any of these rights, the Franchisee must pay Great Greek Franchising, its affiliate, or another entity designated by Great Greek Franchising, the monthly Marketing Brand/Fund Contribution and comply with all requirements relating to the Marketing/Brand Fund or any new fund Great Greek Franchising establishes. Great Greek Franchising also reserves the right to enforce the obligations of the Marketing/Brand Fund and distribute the proceeds of any settlement or judgment in the manner that Great Greek Franchising deems appropriate, and to suspend or reduce a franchisee's obligation to participate in the Marketing/Brand Fund or any other advertising cooperative. The Marketing/Brand Fund will have the right to use the Marketing Brand/Fund Contributions and apply it to national, regional, and/or local marketing programs and promotional campaigns, as well as Internet advertising, web hosting and development and franchise recruiting efforts, provided that Great Greek Franchising has the right to review and approve all advertising and promotional materials created or produced by the Marketing/Brand Fund. Great Greek Franchising will not be required to pay Marketing Brand/Fund Contributions in its role as franchisor; however, all Great Greek Franchising restaurants that are owned and operated by Great Greek Franchising (or an affiliate of Great Greek Franchising) may be required to pay Marketing Brand/Fund Contributions in the same manner as Great Greek Franchising franchisees.

9.4 Marketing Cooperatives. Great Greek Franchising may establish market advertising and promotional cooperative funds ("Market Advertising Cooperative") in any geographical areas. If a Market Advertising Cooperative for the geographic area encompassing the Location has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Advertising Cooperative. If a Market Advertising Cooperative for the geographic area encompassing the Location is established during the term of this Agreement, Franchisee shall become a member of such Market Advertising Cooperative within 30 days. Great Greek Franchising shall not require Franchisee to be a member of more than one Market Advertising Cooperative. If Great Greek Franchising establishes a Market Advertising Cooperative:

(a) Governance. Each Market Advertising Cooperative will be organized, be governed, and commence operations on a date determined by Great Greek Franchising. Great Greek Franchising may require the Market Advertising Cooperative to adopt bylaws or regulations prepared by Great Greek Franchising. Unless otherwise specified by Great Greek Franchising, the activities carried on by each Market Advertising Cooperative shall be decided by a majority vote of its members. Great Greek Franchising will be entitled to attend and participate in any meeting of a Market Advertising Cooperative. Any The Great Greek Mediterranean Grill® business owned by Great Greek Franchising in the Market Advertising Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its Franchise Agreement. If the members of a Market Advertising Cooperative are unable or fail to determine the manner in which Market Advertising Cooperative monies will be spent, Great Greek Franchising may assume this decision-making authority after 10 days' notice to the members of the Market Advertising Cooperative. All marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) remain subject to approval of Great Greek Franchising pursuant by Section 9.1.

(b) Purpose. Each Market Advertising Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to Great Greek Franchising's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Advertising Cooperative or furnished to its members without the prior approval of Great Greek Franchising pursuant to Section 9.1. Great Greek Franchising may designate the national or regional advertising agencies used by the Market Advertising Cooperative.

(d) Funding. The majority vote of the Market Advertising Cooperative will determine the dues to be paid by members of the Market Advertising Cooperative, including Franchisee, but not less than 1% of Gross Revenues.

(e) Enforcement. Only Great Greek Franchising will have the right to enforce the obligations of franchisees who are members of a Market Advertising Cooperative to contribute to the Market Advertising Cooperative.

(f) Termination. Great Greek Franchising may terminate any Market Advertising Cooperative. Any funds left in a Market Advertising Cooperative upon termination will be transferred to the Marketing Fund.

9.5 Required Spending. Franchisee shall spend at least 1% of Gross Revenues each year on marketing the Business. Upon request of Great Greek Franchising, Franchisee shall furnish proof of its compliance with this Section. Great Greek Franchising has the sole discretion to determine what activities constitute "marketing" under this Section. Great Greek Franchising may, in its discretion, determine whether Franchisee's Market Advertising Cooperative contributions will be counted towards Franchisee's required spending under this Section.

9.6 Grand Opening Promotion. Franchisee agrees to conduct an approved Grand Opening Promotion for the Business within 30 days prior or up to 120 days after its opening. Great Greek Franchising will assist Franchisee in planning for the Grand Opening in accordance with its standards, including, without limitation, standards related to the timing, type, size, and amount spent on the Grand Opening Promotion. All advertising methods and media used in connection with such Grand Opening Promotion must have Great Greek Franchising's prior approval.

9.7 Internet Marketing. Great Greek Franchising has the exclusive right to conduct and manage all marketing and commerce on the internet or other electronic medium, including all websites and "social media" marketing. Franchisee shall not conduct such marketing or commerce, nor establish any website or social media presence independently, except as Great Greek Franchising may specify, and only with Great Greek Franchising's consent. Great Greek Franchising retains the right to approve any linking to or other use of Great Greek Franchising's website. Franchisee must comply with any internet, online commerce and/or social media policy that Great Greek Franchising may prescribe.

9.8 Loyalty, Rewards, Promotional and Test Programs. Great Greek Franchising or our Affiliate may, from time to time, in our sole discretion, develop and administer national or regional advertising and sales promotion programs, loyalty and rewards programs (including, without limitation, gift card, gift certificate and other customer loyalty or retention programs) and test programs. Franchisee must participate in all such programs, at Franchisees expense and sign the forms and take the actions that Great Greek Franchising require to participate in such programs. Franchisee acknowledges that such participation may require Franchisee to purchase reasonable point-of-sale advertising material, posters, flyers, product displays and other promotional materials. Franchisee is prohibited from offering coupons without the prior written consent of Great Greek Franchising. Any coupons issued in violation of this Agreement which are redeemed at other franchise restaurants shall obligate Franchisee to compensate the redeeming franchise restaurant two times the value of the redeemed coupon.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as Great Greek Franchising may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as Great Greek Franchising may require in the Manual or otherwise in writing, including:

(i) a quarterly profit and loss statement and balance sheet for the Business within 30 days after the end of each fiscal quarter of Great Greek Franchising's fiscal year;

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of Great Greek Franchising's fiscal year; and

(iii) any information Great Greek Franchising requests in order to prepare a financial performance representation for Great Greek Franchising's Franchise Disclosure Document.

(b) Tax Returns. For each of Franchisee's tax years, Franchisee shall supply to Great Greek Franchising copies of Franchisee's federal and state tax returns and sales tax returns or in lieu of federal tax returns supply to Great Greek Franchising each tax year IRS Form 4506-T (or any successor form designated by the IRS), executed by Franchisee and authorizing the IRS to send Great Greek Franchising a copy of Franchisee's Tax Return Transcript. Franchisee agrees to prepare and file such returns separately for the Business and not on a consolidated basis with the income, sales, expenses or deductions of any other business with which Franchisee is associated reported therein.

(c) Legal Actions and Investigations. Franchisee shall promptly notify Great Greek Franchising of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Great Greek Franchising may request. Notice of same shall be sent to compliance@thegreatgreek.com.

(d) Government Inspections. Franchisee shall give Great Greek Franchising copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof. Notice of same shall be sent to compliance@thegreatgreek.com.

(e) Other Information. Franchisee shall submit to Great Greek Franchising such other financial statements, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Great Greek Franchising may reasonably request.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to Great Greek Franchising a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of Great Greek Franchising's Franchise Disclosure Document and with such other information as Great Greek Franchising may request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as Great Greek Franchising may specify in the Manual or otherwise in writing.

10.5 Records Audit. Great Greek Franchising may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. Great Greek Franchising may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Great Greek Franchising. Franchisee shall also reimburse Great Greek Franchising for all costs and expenses of the examination or audit if the audit reveals that Franchisee understated Gross Revenues by 2% or more for the audited period.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by Great Greek Franchising. Great Greek Franchising may supplement, revise, or modify the Manual, and Great Greek Franchising may change, add or delete System Standards at any time in its discretion. Great Greek Franchising may inform Franchisee thereof by any method that Great Greek Franchising deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, Great Greek Franchising's master copy will control.

11.2 Inspections. Great Greek Franchising may enter the Location of the Business from time to time during normal business hours and conduct an inspection. Franchisee shall cooperate with Great Greek Franchising's inspectors. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. Great Greek Franchising may videotape and/or take photographs of the inspection and the Business. Without limiting Great Greek Franchising's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If Great Greek Franchising conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed inspection), then Great Greek Franchising may charge all out-of-pocket expenses plus its then-current inspection fee, an amount which is currently $600, to Franchisee.

11.3 Great Greek Franchising's Right To Cure. If Franchisee breaches or defaults under any provision of this Agreement, Great Greek Franchising may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse Great Greek Franchising for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies or Services Upon Default. While Franchisee is in default or breach of this Agreement, Great Greek Franchising may: (i) require that Franchisee pay cash on delivery for products or services supplied by Great Greek Franchising; (ii) stop selling or providing any products and services to Franchisee or to suspend its performance of any obligations under this Agreement; (iii) request any third-party vendors to not sell or provide products or services to Franchisee, and/or (iv) charge you a non-compliance fee as more fully stated in Section 4.8. No such action by Great Greek Franchising shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Great Greek Franchising are in addition to any other right or remedy available to Great Greek Franchising.

11.5 Business Data. All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by Great Greek Franchising. Great Greek Franchising hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to Great Greek Franchising all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors. Great Greek Franchising will automatically own all Innovations and will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee.

11.7 Communication Systems. If Great Greek Franchising provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems and authorizes Great Greek Franchising to access such communications.

11.8 Delegation. Great Greek Franchising may delegate any duty or obligation of Great Greek Franchising under this Agreement to an affiliate or to a third party.

11.9 System Variations. Great Greek Franchising may vary or waive any System Standard for any one or more The Great Greek Mediterranean Grill® franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, local laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.10 Temporary Public Safety Closure. If Great Greek Franchising discovers or becomes aware of any aspect of the Business which, in Great Greek Franchising's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon Great Greek Franchising's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. Great Greek Franchising shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

11.11 Internet Accounts. Should Franchisee become the owner of any social media account, social networking website, other online account, domain name, or email address which include the word The Great Greek Mediterranean Grill® or any Mark or derivation of any Mark belonging to Great Greek Franchising, Franchisee shall, upon Great Greek Franchising's written request, assign all rights, title and interest in those social media accounts, social networking websites, online accounts, domain names and email addresses to Great Greek Franchising.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by Great Greek Franchising, and only in the manner as Great Greek Franchising may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of Great Greek Franchising. All social media accounts social networking websites, other online accounts, domain names and email addresses that include the trademark "The Great Greek Mediterranean Grill" or any of the Marks will be the property of Franchisor. Should Franchisee become the owner of any social media account, social networking website, other online account, domain name, or email address which include or any Mark or

derivation of any Mark belonging to Great Greek Franchising, Franchisee shall, upon Franchisor's written request, assign all rights, title and interest in those social media accounts, social networking websites, online accounts, domain names and email addresses.

12.2 Change of Marks. Great Greek Franchising may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Great Greek Franchising makes any such change, Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement. Franchisee shall promptly notify Great Greek Franchising if Franchisee becomes aware of any possible infringement of a Mark by a third party. Great Greek Franchising may, in its sole discretion, commence or join any claim against the infringing party. Great Greek Franchising shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

ARTICLE 13. COVENANTS

13.1 Confidential Information.

(a) With respect to all Confidential Information, Franchisee shall: (i) adhere to all procedures prescribed by Great Greek Franchising for maintaining confidentiality; (ii) disclose such information to its employees only to the extent necessary for the operation of the Business; (iii) not use any such information in any other business or in any manner not specifically authorized in writing by Great Greek Franchising; (iv) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement; (v) not copy or otherwise reproduce any Confidential Information; and (vi) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Great Greek Franchising (except for Confidential Information which Great Greek Franchising licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

(b) Franchisee shall not input any Confidential Information into any generative artificial intelligence system, including but not limited to chatbots. Franchisee shall not attempt to reverse engineer, reconstruct, derive or otherwise obtain any source code, underlying ideas, algorithms, file formats, programming of, or uncompiled or assembled code, script, architecture or data structures from any Confidential Information through the use of any generative AI system. If Franchisee inputs any Confidential Information into a generative AI system in breach of this clause, Franchisee shall immediately notify Great Greek Franchising in writing, providing details of the breach. Franchisee shall comply with all reasonable directions of Great Greek Franchising to contain, control or remediate any breach of confidentiality, including permanently deleting any Confidential Information from all generative AI systems.

13.2 Covenants Not to Compete.

(a) Restriction – In-Term. During the term of this Agreement, Franchisee shall not, directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor.

(b) Restriction – Post-Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), Franchisee shall not, directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor within ten miles of Franchisee's Territory or the territory of any other The Great Greek Mediterranean Grill® business operating on the date of termination or transfer, as applicable.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Great Greek Franchising. Franchisee agrees that the existence of any claim it may have against Great Greek Franchising shall not constitute a defense to the enforcement by Great Greek Franchising of the covenants of this Section. If Franchisee fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 Key Employees. If requested by Great Greek Franchising, Franchisee will cause its key employees to sign Great Greek Franchising's then-current form of confidentiality and non-compete agreement.

13.4 Non-Disparagement. Franchisee shall at no time make any derogatory statements about or otherwise disparage, defame, impugn, or damage the reputation of integrity of the others, including Great Greek Franchising and other Great Greek Franchising franchisees in the System, provided that nothing contained herein will preclude Franchisee from providing truthful information in response to compulsory legal process. Franchisee shall not, and to use Franchisee's best efforts to cause any of Franchisee's agents, employees, or affiliates to not, disparage or otherwise speak or write negatively, directly or indirectly, of Great Greek Franchising, Great Greek Franchising's affiliates, and Great Greek Franchising's franchisees, or which would subject Great Greek Franchising, Great Greek Franchising's affiliates, or Great Greek Franchising's franchisees to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of those parties.

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Great Greek Franchising.

(a) Subject to 15-Day Cure Period. Great Greek Franchising may terminate this Agreement if: (i) Franchisee does not make any payment to Great Greek Franchising when due, or if Franchisee does not have sufficient funds in its account when Great Greek Franchising attempts an electronic funds withdrawal; or (ii) Franchisee fails to operate the Business in compliance with any System Standard, and Franchisee fails to cure such non-payment or non-compliance within 15 days after Great Greek Franchising gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c) and fails to cure such breach to Great Greek Franchising's satisfaction within 30 days after Great Greek Franchising gives notice to Franchisee of such breach, then Great Greek Franchising may terminate this Agreement.

(c) Without Cure Period. Great Greek Franchising may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Great Greek Franchising;

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors or Franchisee makes a written statement to the

effect that Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to complete the initial training program to Great Greek Franchising's satisfaction as required under Section 6.4;

(v) Franchisee fails to open for business within 540 days of execution of the Franchise Agreement;

(vi) Franchisee loses possession of the Location;

(vii) Franchisee commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(viii) Franchisee abandons or ceases operation of the Business for more than five consecutive days;

(ix) Franchisee slanders or libels Great Greek Franchising or any of its employees, directors, or officers;

(x) Franchisee refuses to cooperate with or permit any audit or inspection by Great Greek Franchising or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;

(xi) the Business is operated in a manner which, in Great Greek Franchising's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from Great Greek Franchising or otherwise);

(xii) Franchisee has not obtained a valid liquor license for its Business from the appropriate governmental authorities and/or Franchisee has failed to obtain approval from Great Greek Franchising before Franchisee offers or sells any alcoholic beverages from Franchisee's Business;

(xiii) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xiv) Great Greek Franchising (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate) (provided that termination of a Multi-Unit Development Agreement with Franchisee or its affiliate shall not give Great Greek Franchising the right to terminate this Agreement); or

(xv) Franchisee is accused by any governmental authority or third party of any act that in Great Greek Franchising's opinion is reasonably likely to materially and

unfavorably affect The Great Greek Mediterranean Grill® brand, or is charged with, pleads guilty to, or is convicted of a felony.

(d) No Termination By Franchisee. THIS FRANCHISE AGREEMENT MAY BE TERMINATED ONLY BY GREAT GREEK FRANCHISING, AND MAY NOT BE UNILATERALLY TERMINATED BY FRANCHISEE.

14.2 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

(a) pay all amounts owed to Great Greek Franchising based on the operation of the Business through the effective date of termination or expiration;

(b) return to Great Greek Franchising all copies of the Manual, Confidential Information and any and all other materials provided by Great Greek Franchising to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all copies of Confidential Information and proprietary materials from electronic devices, and turn over to Great Greek Franchising all intellectual property associated with the Business and the System, including, but not limited to the following: any and all digital assets, including, but not limited to, all digitally-stored content (such as images, photos, videos and text files), whether stored locally at the Business or accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive or Dropbox); and all user names and passwords for any and all email accounts, social networking websites (such as Facebook®, Twitter®, LinkedIn®, Google+®, YouTube®, Pinterest®, Instagram®, Tumblr®, Flickr®, Reddit®, Snapchat®, TikTok®, Twitch®, Quora®, Medium®, Triller®, and WhatsApp), blogs, review websites (such as Yelp or Angie's List), and any other online communities where the Business created or shared online content, or held itself out as speaking for or representing the Business;

(c) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Great Greek Franchising or any new designee as may be directed by Great Greek Franchising, and Franchisee hereby irrevocably appoints Great Greek Franchising, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing;

(d) cancel any assumed-name or equivalent registration involving the Marks and furnish Great Greek Franchising with satisfactory evidence that it has done so, within 10 days after termination or expiration; and

(e) permanently cease operating the Business and cease any use the Marks.

14.3 Remove Identification. Within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a The Great Greek Mediterranean Grill® business, to the reasonable satisfaction of Great Greek Franchising. Franchisee shall comply with any reasonable instructions and procedures of Great Greek Franchising for

de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, Great Greek Franchising may enter the Location to remove the Marks and de-identify the Location. In this event, Great Greek Franchising will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by Great Greek Franchising.

14.4 Post-Termination Activities. After termination or expiration of this Agreement, Franchisee shall not, directly or indirectly, use any of the Marks, Confidential Information, or any aspect of the System. Franchisee shall not represent itself as a present or former franchisee of Great Greek Franchising or in any other way associate himself or herself with the System or the Marks. If Franchisee continues to operate, or subsequently begins to operate, any other business, Franchisee shall not, in connection with such business or the promotion thereof, use any reproduction or colorable imitation of the Marks, imitate any methods of operation, or undertake any other conduct that is likely to cause confusion, mistake, or deception, or that is likely to dilute Great Greek Franchising and/or its affiliate's respective rights in and to the Marks. Without limitation of the foregoing, Franchisee shall not at any time after expiration or termination use or attempt to register (or assist any third party to do the same) any trademarks, service marks, or other commercial symbol that is the same as or similar to any of the Marks, nor any mark with phonetic or graphic similarity to those of Great Greek Franchising or its affiliates;

14.5 Other Claims. Termination of this Agreement by Great Greek Franchising will not affect or discharge any claims, rights, causes of action or remedies (including claims for Great Greek Franchising's lost future income after termination), which Great Greek Franchising may have against Franchisee, whether arising before or after termination.

14.6 Purchase Option. When this Agreement expires or is terminated, Great Greek Franchising will have the right (but not the obligation) to purchase any or all of the assets related to the Business at fair market value, and/or to require Franchisee to assign its lease or sublease to Great Greek Franchising. To exercise this option, Great Greek Franchising must notify Franchisee no later than 30 days after this Agreement expires or is terminated. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Great Greek Franchising's purchase will be of assets only (free and clear of all liens), and will not include any liabilities of Franchisee. If Great Greek Franchising exercises the purchase option, Great Greek Franchising may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by Great Greek Franchising to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, Great Greek Franchising may pay a portion of the purchase price directly to the lienholder to pay off such lien. Great Greek Franchising may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. Great Greek Franchising may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By Great Greek Franchising. Great Greek Franchising may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Great Greek Franchising may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Great Greek Franchising entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing Great Greek Franchising at least 60 days prior notice of the proposed Transfer, and without obtaining Great Greek

Franchising's consent. In granting any such consent, Great Greek Franchising may impose conditions, including, without limitation, the following:

(a) Great Greek Franchising receives a transfer fee equal to the greater of: 1) $29,500; or 2) ten percent (10%) of the selling price of the business (not to exceed the amount of the then-current initial franchise fee); or 3) the then-current transfer fee as established by Great Greek Franchising at the time of transfer, provided that the transfer fee shall not exceed $36,875;

(b) the proposed assignee has completed Great Greek Franchising's franchise application processes, met Great Greek Franchising's then-applicable standards for new franchisees, and been approved by Great Greek Franchising as a franchisee;

(c) the proposed assignee is not a Competitor;

(d) the proposed assignee executes Great Greek Franchising's then-current form of franchise agreement, which form may contain materially different provisions;

(e) Franchisee has paid all monetary obligations to Great Greek Franchising in full, and Franchisee is not otherwise in default or breach of this Agreement;

(f) the proposed assignee and its owners and employees undergo such training as Great Greek Franchising may require;

(g) Franchisee must turn over to Great Greek Franchising all digital assets, including, but not limited to, all digitally-stored content (such as images, photos, videos and text files), whether stored locally at the Business or accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive or Dropbox); and all user names and passwords for any and all email accounts, social networking websites (such as Facebook®, Twitter®, LinkedIn®, Google+®, YouTube®, Pinterest®, Instagram®, Tumblr®, Flickr®, Reddit®, Snapchat®, TikTok®, Twitch®, Quora®, Medium®, Triller®, and WhatsApp®), blogs, review websites (such as Yelp® or Angie's List®), and any other online communities where the Business created or shared online content, or held itself out as speaking for or representing the Business.

(h) Franchisee and the transferee and its owners execute a general release of Great Greek Franchising in a form satisfactory to Great Greek Franchising; and

(i) the Business fully complies with each System Standard.

15.3 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee, Franchisee or his or her executor, administrator, or personal representative must assign this Franchise Agreement and Transfer the Business to a third party approved by Great Greek Franchising within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.4 Great Greek Franchising's Right of First Refusal. Before Franchisee engages in a Transfer, Great Greek Franchising will have a right of first refusal, as set forth in this Section. Franchisee shall provide to Great Greek Franchising a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of Great Greek Franchising's receipt of such copy, Great Greek Franchising will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for

the same price and on the same terms and conditions (except that Great Greek Franchising may substitute cash for any other form of payment). If Great Greek Franchising does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.5 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.6 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to Great Greek Franchising) Great Greek Franchising, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Great Greek Franchising and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business or the use or occupancy of the Location or in connection with Franchisee's sale, transfer or assignment of the Business and franchise license. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions arising as a result of any Indemnitee's willful misconduct or gross negligence. This indemnity will continue in effect after this Agreement ends. It is the intention of the parties to this Agreement that Great Greek Franchising shall not be deemed a joint or co-employer with Franchisee for any reason; however, if Great Greek Franchising incurs any Losses as a result of actions or omissions by Franchisee or its employees, including any that relate to any party making any finding of any joint or co-employer status, Franchisee will fully indemnify Great Greek Franchising for any such Losses.

16.2 Assumption by Great Greek Franchising. Great Greek Franchising may elect to assume the defense and/or settlement of any Action subject to this indemnification, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Mediation.

(a) Option for Non-Binding Mediation. Prior to litigation being initiated, either party may submit a dispute to non-binding mediation before the American Arbitration Association in accordance with its Commercial Mediation Procedures. Upon submission, the obligation to attend mediation shall be binding on all parties (except as provided in Section 17.1(b)), and all parties shall execute a confidentiality agreement regarding all aspects of the mediation reasonably satisfactory to Great Greek Franchising. Each party will bear its own costs with respect to the mediation, except the fee for the mediator will be split equally. The mediation will take place in the state where Franchisee has its principal place of business.

(b) Limitation on Litigation. If a dispute has been submitted for mediation, then except as provided otherwise in this subsection (b), neither party will pursue litigation against the other with respect to the matters being mediated until after the mediation is concluded. Nothing in this Section will prevent any party from instituting or pursuing litigation at any time to preserve the status quo, protect the Marks, protect the health or safety of the public, or avoid irreparable harm. Great Greek Franchising will not be required to participate in mediation under Section 17.1(a) if (i) Franchisee is more than 45 days past due in any payment owed to Great Greek Franchising, or (ii) the mediation relates to the indemnification or insurance provisions of this Agreement.

17.2 Arbitration. Except to the extent Great Greek Franchising elects to enforce the provisions of this Agreement by injunction as provided in this Agreement, Any controversy or claim arising out of or relating to this Agreement, the business franchised hereunder or the relationship between the parties, including any claim that this Agreement, or any part thereof, is invalid, illegal, or otherwise void, shall be submitted to arbitration before the American Arbitration Association in accordance with its Commercial Arbitration Rules, in the locale of West Palm Beach, Florida, in which event both parties shall execute a confidentiality agreement reasonably satisfactory to Great Greek Franchising. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof.

17.3 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages authorized by federal statute. In the event of termination of this Agreement prior to the expiration of the term due to Franchisee's default, Great Greek Franchising's actual damages will include its lost future income from Royalty Fees and other amounts that Franchisee would have owed to Great Greek Franchising but for the termination.

17.4 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a joint, consolidated, or class-wide basis.

17.5 Time Limitation. Franchisee must provide Great Greek Franchising with immediate written notice of any breach of this Agreement, or any other agreement between Franchisee and any of the following parties, that Franchisee believes to have been committed or suffered by Great Greek Franchising, its affiliates, or their respective owners, officers, directors, employees, or representatives. Notice of such breaches extends, without limitation, to breaches arising out of, or related to, the negotiation or performance of this Agreement by Great Greek Franchising or concerning misrepresentations or any acts of misfeasance or nonfeasance. If Franchisee fails to give Great Greek Franchising written notice within one year from the date of any such breach, then such breach shall be deemed to have been waived by Franchisee and, thereupon, Franchisee shall be permanently barred from commencing any action relating to such believed breach.

17.6 Legal Costs. In any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

17.7 Additional Remedies of Franchisor.

(a) Franchisee recognizes that the business franchised hereunder is intended to be one of a large number of businesses identified by the Marks in selling to the public the products and services associated with the Marks, and hence the failure on the part of a single franchisee to comply with the terms of its Franchise Agreement is likely to cause irreparable damage to Great Greek Franchising, and damages at law would be an inadequate remedy. Therefore, Franchisee agrees that in the event of a breach or threatened breach of any of the terms of the Agreement by Franchisee, Great Greek Franchising shall be entitled to seek an injunction restraining such breach and/or decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and costs incurred in obtaining said equitable relief. The foregoing equitable remedy shall be in addition to all remedies or rights that Great Greek Franchising may otherwise have by virtue of any breach of this Agreement by Franchisee. Great Greek Franchising shall be entitled to seek such relief without the posting of any bond or security, and if a bond shall nevertheless be required by a court of competent jurisdiction, the parties agree that the sum of ONE HUNDRED DOLLARS ($100.00) shall be a sufficient bond.

(b) Great Greek Franchising shall also be able to seek injunctive relief to prohibit any act or omission by Franchisee or Franchisee's employees that constitutes a violation of any applicable law, is dishonest or misleading to Franchisee's customers or other businesses or constitutes a danger to Franchisee's employees or customers or to the public or which may impair the goodwill associated with the Marks.

(c) You expressly consent and agree that Great Greek Franchising may, in addition to any other available remedies, obtain an injunction to terminate or prevent the continuance of any existing default or violation, and/or to prevent the occurrence of any threatened default by Franchisee of this Agreement.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Great Greek Franchising is not a fiduciary of Franchisee. Great Greek Franchising does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect Great Greek Franchising's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Great Greek Franchising has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Great Greek Franchising, and Great Greek Franchising's affiliates.

18.3 Entire Agreement.

(a) This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Great Greek Franchising in its Franchise Disclosure Document.

(b) Franchisee acknowledges:

(i) that You have been told that if there are any pre-contractual statements which You consider have been made to You which have induced You to enter into this Agreement, You are obliged to submit the particulars thereof to Franchisor so that any misconceptions or misunderstandings can be resolved. In such case, an agreed form of pre-contractual statements upon which You relied on may be annexed to and made part of this Agreement;

(ii) You have been given the opportunity to provide Franchisor particulars of any pre-contractual statements which You consider have been made to You which have induced You to enter into this Agreement; and

(iii) this Agreement therefore contains the entire agreement between the parties and accordingly no pre-contractual statements shall add to or vary this Agreement or be of any force or effect unless such pre-contractual statements are either contained in this Agreement or in an annex to it, and You waive any right You may have to sue for damages and/or rescind this Agreement for any pre-contractual statements not contained in this Agreement or an annex to it. Nothing in this Agreement or any related agreement is intended to disclaim the representations Franchisor made in the franchise Disclosure Document.

(iv) Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Great Greek Franchising in its Franchise Disclosure Document.

(c) In this Section, the expression "pre-contractual statements" includes written or oral pre-contractual statements or agreements, financial statements, profit projections, representations, warranties, inducements or promises whether or not made innocently or negligently.

(d) Your waiver contained in this Section shall be irrevocable and unconditional, but it is expressly provided that such waiver shall not exclude any liability of Great Greek Franchising for pre-contractual statements made by it fraudulently.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Great Greek Franchising's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that: (i) if any provision of this Agreement is held by a court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.) or the Federal Arbitration Act, this Agreement and the franchise relationship will be governed by the laws of the state of Florida. Any claims, controversies or disputes arising out of or related to this Agreement that are not subject to arbitration as provided above, will be brought exclusively in the Federal District Court for the Southern District of Florida or in the 15th Judicial Circuit in Palm Beach County, Florida. Great Greek Franchising also has the right to file any such suit against Franchisee in the federal or state court where the Franchised Location is located. Each party to this Agreement irrevocably consents to the jurisdiction of such courts and waive all rights to challenge personal jurisdiction and venue. The provisions of this Section 18.8 will survive the termination of this Agreement.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (i) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page or by electronic mail at the last known email address Franchisee provides to Great Greek Franchising; and (ii) if to Great Greek Franchising, addressed to 2121 Vista Parkway, West Palm Beach, Florida 33411, Attention: General Counsel. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notices to Franchisee made via electronic mail shall also be effective upon receipt of said email. Notwithstanding the foregoing, Great Greek Franchising may amend

the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Joint and Several Liability. If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

18.11 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by Great Greek Franchising does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and Great Greek Franchising.

18.12 Our Reasonable Business Judgment. Whenever Great Greek Franchising reserves discretion in a particular area or where it agrees to exercise its rights reasonably or in good faith, Great Greek Franchising will satisfy its obligations whenever it exercises reasonable business judgment in making its decision or exercising its rights. Great Greek Franchising's decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if Great Greek Franchising's decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Great Greek Franchising's financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing, or encouraging modernization and improving the competitive position of the System.

18.13 Acknowledgements.

(a) You acknowledge that Great Greek Franchising, in giving advice to and assisting Franchisee in establishing the Business (including but without prejudice to the generality of the foregoing recommending equipment and materials, and the assessment of Franchisee's suitability) bases its advice and recommendations on experience actually obtained in practice and is not making or giving any representations, guarantees or warranties except that its advice is based upon such previous experience as it has and the degree of success or lack of success in its dealings on its own account and with its franchisees. Franchisee acknowledges that Franchisee has been advised by Great Greek Franchising to discuss Franchisee's intention to enter into this Agreement with other franchisees of Great Greek Franchising and Franchisee's business advisors and that Franchisee must decide on the basis of Franchisee's own judgment of what Franchisee has been told by Great Greek Franchising or such other franchisees whether or not to enter into this Agreement. Franchisee further acknowledges that Franchisee recognizes that the business venture contemplated by this Agreement involves business risks and that Franchisee's success will be affected by Franchisee's ability and commitment as an independent businessperson.

(b) Except where the context otherwise requires, each of the restrictions contained in this Agreement and in each Section and Paragraph shall be construed as independent of every other restriction and of every other provision of this Agreement, and the existence of any claim or course of action by Franchisee against Great Greek Franchising whatsoever shall not constitute a defense to the enforcement by Great Greek Franchising of said restrictions or of any of them.

(c) It is expressly agreed between the parties hereto that having regard to the recitals and other provisions of this Agreement, each of the restrictive covenants contained in this Agreement and in each Section and Paragraph is reasonably necessary for the protection of Great Greek

Franchising, Great Greek Franchising's intellectual property rights and the other franchisees of Great Greek Franchising and does not unreasonably interfere with the freedom of action by Franchisee. Franchisee acknowledges that Franchisee has been advised by Great Greek Franchising to obtain independent legal advice before executing this Agreement, and that Franchisee is fully aware of its provisions and accept that they are fair and reasonable in all the circumstances known to or in the contemplation of Great Greek Franchising and Franchisee as of the date of this Agreement. In particular, Franchisee acknowledges that the provisions of this Agreement relating to the limits on Franchisee's right to make deductions or set offs (to which Franchisee may claim to be entitled) against payment of Royalty Fees are fair and reasonable. Franchisee recognizes that Franchisee's failure or refusal to make payments of such fees or contributions because of Franchisee's dissatisfaction with Great Greek Franchising's performance may result in Your continued involvement in the **Great Greek Franchising** Network being subsidized by other franchisees who make payment of such fees and contributions. Franchisee also recognize that Franchisee's failure to pay such fees and contributions may adversely and materially affect the provision of services to franchisees who are members of the **Great Greek Franchising** Network. You accept that the remedies available to Franchisee are not affected by the set-off or deduction provisions of this Agreement and the remedies are sufficient for Franchisee's purposes including as they do a right to sue for damages.

(d) You warrant that, except pursuant to an agreement with Great Greek Franchising entered into prior to the execution of this Agreement, Franchisee had no direct knowledge of the **Great Greek Franchising** Business or how to operate a business similar to the **Great Greek Franchising** Business or how to conduct the **Great Greek Franchising** Business or of Great Greek Franchising's trade secrets, know-how, methods or the System.

(e). In order to enable Great Greek Franchising to ascertain whether Franchisee is complying with the obligations imposed upon Franchisee under this Agreement, and in order to enable Great Greek Franchising to enforce rights given to it by this Agreement, Great Greek Franchising may, at any reasonable time, enter the Location without Franchisee's consent.

(f) YOU SPECIFICALLY ACKNOWLEDGE THAT THERE IS NO **GREAT GREEK FRANCHISING** BUSINESS THAT MAY BE CONSIDERED TO BE A "TYPICAL" OR "AVERAGE" BUSINESS. OTHER THAN AS STATED IN GREAT GREEK FRANCHISING'S FRANCHISE DISCLOSURE DOCUMENT, FRANCHISOR MAKES NO REPRESENTATIONS OR GUARANTEES AS TO NET/GROSS SALES, PROFITS, COSTS OR EARNINGS YOU CAN EXPECT. YOU ARE NOT ENTITLED TO ANY COMPENSATION OR REIMBURSEMENT FOR LOSS OF PROSPECTIVE PROFITS, ANTICIPATED SALES, OR OTHER LOSSES OCCASIONED BY CANCELLATION OR TERMINATION. NO PERSON IS AUTHORIZED TO GIVE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN OR INCORPORATED IN THIS FRANCHISE AGREEMENT AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

(g) Franchisee acknowledges that Franchisee has received from Great Greek Franchising a Franchise Disclosure Document with all exhibits and supplements thereto, at least 14 days prior to: (i) the execution of this Agreement and every other agreement imposing a binding obligation on Franchisee in connection with the sale of a franchise; and (ii) any payment by Franchisee of any consideration in connection with the sale, or proposed sale, of a franchise.

(h) You represent to Great Greek Franchising that You (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation or executive order.

18.14 Limitation of Liability. For a period of two (2) years from the Effective Date of this Agreement, the total liability of each party to the other party for any and all claims arising under or related to this Agreement, whether arising in contract, tort, statute or otherwise, including any claims arising prior to the Effective Date, shall not exceed One Hundred Thousand Dollars ($100,000).

ARTICLE 19. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

(1) Franchisee understands all the information in Great Greek Franchising's Disclosure Document.

(2) Franchisee has been advised by Great Greek Franchising to discuss Franchisee's intention to enter into this Agreement with other franchisees, business advisors, and legal advisors.

(3) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee's skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace.

(4) The exclusive rights of Great Greek Franchising in and to the System as presently developed or as it may be improved and expanded during the term of this Agreement, including practices, know-how, trade secrets, recipes, designs, marks, logos, décor, marketing, signs, and slogans presently in use and to be used hereafter.

(5) The importance of Great Greek Franchising's high standards of quality and service and the necessity of operating the Business franchised hereunder in strict conformity with Great Greek Franchising's standards and specifications.

(6) That no person acting on Great Greek Franchising's behalf made any statement or promise regarding the costs involved in operating a The Great Greek Mediterranean Grill® franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document, and Franchisee is not relying on any such statement or promise.

(7) That no person acting on Great Greek Franchising's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document, and Franchisee is not relying on any such claim or representation.

(8) That no person acting on Great Greek Franchising's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a The Great Greek Mediterranean Grill® franchise will generate, that is not in the Disclosure Document or

that is contrary to, or different from, the information in the Disclosure Document, and Franchisee is not relying on any such statement or promise.

(9) That no person acting on Great Greek Franchising's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document, and Franchisee is not relying on any such statement or promise.

(10) Franchisee understands that this Agreement contains the entire agreement between Great Greek Franchising and Franchisee concerning the The Great Greek Mediterranean Grill® franchise, which means that any oral or written statements not set out in this Agreement will not be binding.

Agreed to by:

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Addendum to Franchise Agreement pursuant to:

_____ California
_____ Hawaii
_____ Illinois
_____ Indiana
_____ Maryland
_____ Minnesota
_____ New York
_____ North Dakota
_____ Rhode Island
_____ Virginia
_____ Washington
_____ Other

SCHEDULE A TO FRANCHISE AGREEMENT

THE GREAT GREEK MEDITERRANEAN GRILL® RESTAURANT PACKAGE
UNITED STATES 2026-27

WALK-IN COOLER

This walk-in cooler is used to store large quantities of food at a safe holding temperature. Storing food at the proper temperature can help prevent your ingredients from spoiling too quickly, saving you money on wasted products. With insulated walls, durable construction, a heavy-duty swing door and settings for temperature control, this walk-in cooler is an efficient, long-lasting addition to your restaurant. It also includes a variety of wire shelves for storage.

CHARBROILER

A stainless steel, low-profile Charbroiler features high-power burners, has quick heating power, and equally distributes the surface heat to eliminate cold spots and inconsistent results. The individual controls make it easy to adjust temperatures and supercharger burner dividers minimize heat transfer to enhance your multi-zone cooking capabilities. A heat deflector tray system reflects heat upward during operation, which creates a "cool zone" in the grease drawer that makes cleaning a very simple task. Finally, this Charbroiler features an all-welded base with stainless steel accents to provide long-lasting durability and strength.

VERTICAL BROILER

Vertical Broilers are perfect for gyros and kebabs. It uses two independently controlled burners to evenly warm up meat, keeping the inside juicy and tender while the outside gently crisps. To give you total control over cooking, this broiler boasts a unique adjustable skewer and a convenient automatic slip clutch that stops the skewer's rotation during slicing for quick and easy carving. It also features adjustable heat shields that maintain operator comfort and allow for faster cooking to maximize efficiency and reduce energy costs. To ensure proper sanitation in your kitchen, this vertical broiler features a drip pan, drip pan cover, and catch pan to create a reliable all-in-one center for all your broiling needs.

REFRIGERATED CHEF BASE

The Refrigerated Chef Base is a durable stainless-steel base to hold your Charbroiler. The Chef Base conveniently stores your refrigerated ingredients and maximizes the space in your kitchen. It also increases efficiency by allowing you to have your Charbroiler right on top of the chef base where you store your cold pre-cooked and skewered proteins for a streamlined, convenient kitchen operation.

FOUR BURNER RANGE WITH OVEN

This Four Burner Range with Oven is perfect for baking everything from pita bread to baklava. The oven also works as a great area to hold hot foods and keep them at a safe temperature. Due to its small footprint this unit is a great way to consistently produce high-quality food while getting the most out of your operation's valuable floor space. An extra-deep crumb tray expedites the cleaning process, as it can be removed and emptied when it gets full. It also has 4 casters so it can be moved easily for cleaning.

UNDERCOUNTER WARMING CABINET

Keep hot foods at the perfect temperature and ready to serve at a moment's notice with this compact, versatile unit. This Warming Cabinet is for storing cooked entrees and rice to get ahead of the busy lunch and dinner rush.

DEEP FRYER
This stainless-steel, two-basket Deep Fryer provides a large heat transfer area that rapidly heats oil to the desired temperature for perfect French Fries. The heating system heats the oil quickly and the large cool zone captures food particles keeping them from carbonizing in the fry zone to ensure consistent flavor and prolonged oil life.

REGRIGERATED MAKE TABLE(S)
Refrigerated Make Table(s) are where your meals are prepared. They are covered, cool storage spaces for your condiments, cheese, and pre-cut produce, using an open-air approach to keep your pans cooled at a consistent temperature. They have swinging doors that are self-closing, adjustable shelves, and great interior bottom storage cabinets for cold storage. Stainless-steel construction ensures that your kitchen looks stylish while prolonging product life and heavy-duty wheels for easy mobility.

UNDER-COUNTER FREEZER
A two-door Under-Counter Freezer boasts a compact size and ultra-efficient refrigeration system to keep extra frozen ingredients close at hand and ready for use. The countertop space is also ideal for prep work and storage of your Gyro Broiler.

TWO-DOOR FREEZER
This Upright Two-Door Freezer is perfect for storing pre-made portions of your signature dishes, frozen french-fries, or frozen ingredients. With a powerful refrigeration system and environmentally safe refrigerant, your ingredients and fully prepared foods will stay at safe frozen temperatures.

ICE MAKER
An air-cooled Ice Maker sits on top of a soda fountain and direct feeds to the soda machine. Its stainless-steel exterior and evaporator are designed for years of dependable service. Antimicrobial protection and removable air filters allow for increased sanitation. Also included is a Water Filtration Assembly which maintains your water's high quality to create safe and crystal- clear ice.

GLASS FRONT UNDERCOUNTER REFRIGERATOR
This Two-Door Glass Front Undercounter Refrigerator holds prepackaged dips, condiments, and canned and bottled beverages. It is installed under the back counter, which allows the front-of-house staff to easily complete orders and sell beverages.

WORKTOP REFRIGERATOR
Pre-work is extremely important in every kitchen. This Worktop Refrigerator has plenty of space to hold pre-sliced or unsliced vegetables and proteins. Its durable stainless-steel top lends a lot of prep space for total efficiency.

SHELVING
A custom layout of your space ensures the Shelving maximizes your storage space. A variety of different size wall-mounted and standalone wire coated kitchen Shelving provides maximum storage for all small wares, non-perishable food items, pans, and other kitchen items. Also included is a Dunnage Rack for additional storage in your Walk-In Cooler.

STAINLESS-STEEL WORKTABLES
A custom arrangement of a variety of sizes, Stainless-Steel Worktables are provided for food preparations and to hold commonly used kitchen accessories.

SMALL APPLIANCES

A hand-held Blender will be a perfect assistant for the food prep that is necessary for the home-made sauces, soups and other dishes. An Easy Chopper Vegetable Dicer is not only a tomato chopper, onion dicer, and potato slicer, but also a versatile unit that will save you time as you quickly dice vegetables for your prep tables, salads, and signature meals. All Small Appliances will make your kitchen much more efficient.

CHEESE MELTER / BROILER

This unit helps to save you time and money while delivering consistent, delicious results. This Cheese Melter / Broiler is perfect for grilling, roasting, warming, browning, and melting cheese on Feta Fries within a compact unit. The dual gas controls offer more precision and versatility when cooking, allowing you to prepare a variety of products with ease. It is mounted on the wall or on the range.

FOOD PROCESSOR

Cut down on prep time while cutting and mixing a variety of ingredients with a powerful motor. This robust unit packs the requisite power and torque to handle large quantities of fruits and vegetables for efficient mixing of dips and sauces. The components of this food processor are easily disassembled and dishwasher-safe, making cleaning a breeze.

DIGITAL MENU BOARDS

There is no substitute for the value that digital signage adds to any business. Flexibility and dynamic content allow you to build effective strategies and track results like never before. Five (5) Digital Menu Screens will be displayed above your front counter to show the multiple menu items you provide for your customers. These will be easy to update to reflect monthly specials and price changes to help ensure profit and growth with the ever-changing food costs.

POINT-OF-SALE (POS)

Two Point-of-Sale (POS) Terminals will be provided for your front counter area to allow multiple people to take orders at one time. A POS Terminal consists of a tablet for taking orders, a tablet for customer display, a display stand, a receipt printer, and a cash drawer. Additional POS screens and receipt printers are provided for your expo area. Kitchen Display Screens with mounts, all cables and hardware are included for your complete POS system.

SMALL WARES

A variety of necessary utensils, storage containers, pans, bowls, pots, and many other kitchen tools are supplied for an easy start-up of your restaurant. The Small Wares consist of cutting boards, strainers, measuring cups, meat tenderizer, and many more items that are used throughout your restaurant and kitchen.

KITCHEN DESIGN & INSTALLATION

Restaurant Industry specialists are experts in the layout and design of your space and specifying the equipment that you will need. Whether a new store layout, remodel, or takeover of an existing 2nd generation space our team will analyze your equipment layout for top operational performance. Our team of designers will provide a full-service design experience delivering restaurant plans, kitchen equipment layout and rough-in CAD drawings for your architect's use.

Our professional installation team will complete all installations of the equipment provided as needed. Complete installation of cooler boxes as well as the setup, connection, and testing of all provided equipment.

CHINA, GLASS, AND SILVERWARE

A variety of heavyweight melamine plates, bowls, and eating utensils will be provided for a great presentation of your hors d'oeuvres, salads, and entrees. The bowls and plates are biodegradable once it is transitioned out of service, reducing unnecessary landfill space.

DINING AREA SEATING

The Great Greek Mediterranean Grill®'s unique red metal chairs mixed with individual tables will give your dining area a fresh and cohesive look. A custom designed layout will be provided for your restaurant to ensure the maximum number of seats are available for your busy dining room and will meet ADA requirements.

BANQUETTE SEATING

Banquette Seating will line one area of your restaurant to optimize space, improve traffic flow and enhance the aesthetics of your dining room. It is designed for style and comfort and built for durability. It will provide your guests with a comfortable place to sit while they enjoy their meal.

THE GREAT GREEK MEDITERRANEAN GRILL® UNIFORM AND SHIRTS

Uniform T-shirts can not only serve to carry The Great Greek message through your employees, but also as a way to advertise in your community. Aprons and visors are also provided for staff to wear while serving guests. You will receive T-shirts for giving away to help spread the word that a The Great Greek Mediterranean Grill® is opening in your community.

WALL MURAL

A hand paint wall mural will be the focus point of your Great Greek Restaurant. A muralist will be scheduled to come to your space and hand paint The Great Greek mural on the wall, as well as the tag line above the POS counter.

INTERIOR SIGNAGE

Frames and posters will play an essential role in creating a unique and captivating dining experience. The posters will highlight and promote menu items, create a local identity, and give information about your local community.

EXTERIOR SIGNAGE**

The Great Greek Mediterranean Grill® eye-catching front sign will provide visibility and brand awareness to your new restaurant. The sign is weather-resistant and constructed of the finest materials and will serve as a tremendous advertisement for your business.

SOUND SYSTEM

Music is a crucial element to creating ambience and a positive customer experience. The Sound System Package is everything you need to install a high-quality sound system in your restaurant. This system includes hanging pendant speakers for your dining area, and an amplifier to connect to your music streaming service.

BACK OFFICE RESTAURANT SUITE

The Back Office Restaurant Management Suite is an integrated restaurant management and inventory control platform that seamlessly synchronizes real-time data across your POS system, food distributors, HRIS platforms, banking institutions, and other key business systems. The platform provides comprehensive inventory management, including recipe costing, inventory tracking, food cost analysis, purchasing, invoice management, and waste monitoring to help control costs and improve operational efficiency. In addition, it delivers tailored financial management tools and reporting, including weekly Profit & Loss Statements, Trial Balances, Balance Sheets, Cash Flow Statements, and other key

performance reports, empowering franchisees to proactively manage food and labor costs, increase profitability, and make informed business decisions. A management computer, Microsoft Office software, and a monochrome laser printer are also provided to support restaurant administration, reporting, and communication both on-site and remotely.

PRINTED COLLATERAL

Engaging with the local community is essential for establishing The Great Greek brand in your market. To support this, we provide a variety of custom-printed marketing materials to help you promote your restaurant's opening. These materials can be distributed during community outreach and business canvassing efforts. You also receive additional printed collateral, such as Catering and Take-Out menus, to help showcase your offerings.

MARKETING LAUNCH PROGRAM

A successful restaurant launch requires a well-planned, multi-channel approach that begins before your grand opening. Contrary to popular belief, a grand opening is not a one-day event, it is the result of a strategic campaign designed to build excitement, attract attention, and create lasting customer loyalty. Our marketing efforts begin weeks in advance, intensify at launch, and continue for the first 8 to 12 weeks after opening, driving traffic, building momentum, and supporting your team. This campaign includes social media, digital advertising, public relations, direct mail, catering outreach, and localized marketing efforts—all coordinated to create a lasting impact in your community.

PUBLIC RELATIONS AND MEDIA OUTREACH

To generate buzz and foot traffic, we launch a targeted PR and media campaign. This includes writing and distributing press releases, securing earned media placements, and working with local influencers. By offering media incentives such as food samples or gift cards, we aim to gain valuable coverage and endorsements. These efforts help build credibility, attract attention, and increase visibility across multiple channels.

ONLINE MARKETING

Recognizing that consumers increasingly rely on digital platforms to find new dining options, a strong online presence is critical. Our digital marketing program is designed to build awareness and drive traffic, starting with a "Coming Soon" campaign and transitioning to a "Now Open" campaign post-launch. We create and optimize digital profiles on platforms like Google My Business, Yelp, Facebook, and Instagram. The campaign includes a mix of organic content and paid ads, supported by geo-targeting and reputation management tools. We also provide tracking and reporting to continually refine the campaign for optimal results.

DIRECT MAIL & IN-STORE MARKETING

To spark interest and attract guests, we run a targeted direct mail campaign featuring compelling offers sent directly to households near your location. This tangible outreach serves as a personal invitation to experience The Great Greek Mediterranean Grill. Additionally, a suite of in-store promotional materials is provided, designed to highlight key offerings such as catering, gift cards, and loyalty incentives. This dual strategy reinforces the brand message and drives incremental sales through enhanced customer engagement.

CATERING SUPPORT

Catering presents a significant growth opportunity. To maximize this revenue potential, a comprehensive three-month catering support program is provided to help build this revenue stream. Our team will assist in identifying potential clients, preparing proposals, and securing orders, giving you the tools and guidance needed to develop a strong catering program from day one.

COMMUNITY OUTREACH

Building strong community connections is key to long-term success. We recommend a robust engagement plan that includes local partnerships, event participation, and exceptional customer service. We will support your efforts with high-quality marketing materials and help you plan impactful events, like ribbon-cutting ceremonies, community giveaways, and charitable initiatives.

ONGOING SALES ENGAGEMENT

You will receive printed materials designed for community outreach and business canvassing. Use these resources to introduce your restaurant, distribute samples, and promote your store. Making connections in your local market will keep your restaurant top of mind and build rapport with new and existing customers. Follow-up is key. Maintain and grow the relationships you establish during your launch period to build loyalty and keep your restaurant top of mind in the community.

Our integrated launch strategy is designed to drive awareness, attract customers, and create lasting brand presence. A combination of traditional and digital marketing, media outreach, and community engagement will help position your restaurant for long-term success.

SHIPPING & DELIVERY

Specialists in consolidating, staging, and packaging equipment from various vendors and manufacturers as required for your project. Our skilled warehouse personnel will receive, stage, load and ship all products to be safely received onsite when required.

Total: $215,775 - $245,250*

*** Plus tax for all equipment and furnishings.**

*Pricing is based off a standard layout consisting of 1,800 square feet of usable space. Larger locations may require additional seating options. Inside cabling and wiring not included.

**All interior and exterior signs may be subject to approval by local municipal authorities and landlords and includes channel letters up to 22" tall. If something larger is needed, or the sign needs to be customized, the franchisee is responsible for the difference. If changes are required, The Great Greek Franchising, LLC. will order signs to conform to landlord and municipal authority requirements.

Because we are constantly improving our products and equipment, we reserve the right to revise, change and/or substitute product features, dimensions, specifications, and designs without notice to improve our franchises' capabilities and quality. Prices are subject to change without notice.

Due to the customization of the above-mentioned equipment, the estimated time of delivery is 10 weeks from order placed and paid.

SCHEDULE B TO FRANCHISE AGREEMENT

LOCATION ACCEPTANCE LETTER

To: _____

This Location Acceptance Letter is issued by Great Greek Franchising, LLC for your The Great Greek Mediterranean Grill® franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

   _____

2. The Territory of the Business is:

   _____

Great Greek Franchising, LLC

By: _____
Name/Title: _____
Date: _____

_____/_____
Initials

SCHEDULE C TO FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER
AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO
GREAT GREEK FRANCHISING, LLC ("PAYEE")

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same as if it were a check drawn and signed by Depositor. It is further agreed that if any such debt is not honored, whether with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

(2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository: _____

Name of Depositor: _____

Designated Bank Acct.: _____
(Please attach one voided check for the above account)

Business Location: _____

Business #: _____

Address: _____

Phone #: _____ Fax #: _____

Name of Franchisee/Depositor (please print): _____

By: _____
Signature and Title of Authorized Representative

Date: _____

_____/_____
Initials

SCHEDULE D TO FRANCHISE AGREEMENT

OWNERS AGREEMENT

As a condition to the execution by Great Greek Franchising, LLC ("we" or "us"), of a Franchise Agreement with _____ ("Franchisee"), each of the undersigned individuals ("Owners"), who constitute all of the owners of a direct or indirect beneficial interest in Franchisee, covenant and agree to be bound by this Owners Agreement ("Owners Agreement").

1. Acknowledgments.

1.1 Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of _____ ("Franchise Agreement"). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 Role of Owners. Owners are the beneficial owners of the beneficial owners of all of the equity interest, membership interest, or other equity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives and assigns. Franchisee's obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee's owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. Non-Disclosure and Protection of Confidential Information.

2.1 Confidentiality. Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee's non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential, will also be deemed Confidential Information for purposes of this Owners Agreement.

2.2 Immediate Family Members. Owners acknowledge that they could circumvent the purpose of Section 2.1 by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 2.1 if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in Section 3, below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.

3. Covenant Not To Compete and To Not Solicit.

3.1 Non-Competition and Non-Solicitation During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition and solicitation both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that each such covenant related to non-competition and non-solicitation will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

4.1 Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Owners will indemnify, defend and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Owners will continue in full force and effect.

5. Transfers.

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding transfers. Owners acknowledge and agree that any attempted transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Owners Agreement and the Franchise Agreement.

6. Notices.

6.1 Method of Notice. Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2 Notice Addresses. Our current address for all communications under this Owners Agreement is:

Great Greek Franchising, LLC
2121 Vista Parkway
West Palm Beach, FL 33411

The current address of each Owner for all communications under this Owners Agreement is designated on the Statement of Ownership, attached to this Owners Agreement as Attachment A. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. Enforcement of This Owners Agreement.

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3 Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for

Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

8.1 No Other Agreements. This Owners Agreement constitutes the entire, full and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those in this Owners Agreement. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Owners Agreement), no amendment, change or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e. to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

8.3 No Third-Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns) any rights or remedies under or by reason of this Owners Agreement.

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Owners Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Owners Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Owners Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation

8.5 Binding Effect. This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

8.6 Successors. References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns or transferees.

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or

default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.

8.8 No Personal Liability. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Owners Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9 Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

Owners:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Great Greek Franchising, LLC hereby accepts the agreements of the Owner(s) hereunder.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

ATTACHMENT A TO OWNERS AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee: _____

Trade Name (if different from above): _____

Form of Ownership
(Check One)

____ Partnership ____ Corporation ____ Limited Liability Company

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: _____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners:

Name	Address	Percentage of Stock

Use additional sheets if necessary. Any and all changes to the above information must be reported to Great Greek Franchising in writing.

Owners:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

FRANCHISEE'S RATIFICATION

In consideration of the execution of the foregoing Franchise Agreement with GREAT GREEK FRANCHISING, LLC ("FRANCHISOR"), the Franchisee hereby acknowledges that:

I have read and understood the foregoing Franchise Agreement and understand that if I do not understand any terms of the Franchise Agreement, or if I do not understand any terms of the Franchise Disclosure Document, I have the right to have my own attorney explain any terms of this Agreement to me.

FRANCHISOR ENCOURAGES YOU TO SEEK THE ADVICE OF ANY ATTORNEY PRIOR TO SIGNING THE FRANCHISE AGREEMENT.

I understand that although FRANCHISOR will provide assistance and advice, as outlined in the Franchise Agreement, FRANCHISOR cannot guarantee my success as a The Great Greek Mediterranean Grill® Franchisee, and my earnings as a The Great Greek Mediterranean Grill® Franchisee will be primarily dependent upon MY INDIVIDUAL EFFORTS in operating my The Great Greek Mediterranean Grill® Restaurant.

I acknowledge that neither FRANCHISOR nor any of its directors, officers, agents, or employees have made any claims or representations whatsoever regarding potential revenues, earnings, or profits, that a Franchisee will achieve as the owner of a The Great Greek Mediterranean Grill® Restaurant. I represent that I have entered into the Franchise Agreement without relying upon any claim or representation not contained in the Disclosure Document, and to do so would be unreasonable. I understand that FRANCHISOR is relying upon my representations in making its decision to grant the Franchise.

While FRANCHISOR has offered assistance, I UNDERSTAND THAT I AM ASSUMING FULL RESPONSIBILITY FOR, AND HAVE HAD THE FINAL ULTIMATE APPROVAL OF, THE SITE SELECTED AND THE LEASE EXECUTED FOR THAT SITE. I further understand that I have the right to have my own attorney review the Lease and explain to me any provisions of the Lease.

Executed this _____ day of _____, _____.

_____
Franchisee

_____
Franchisee

EXHIBIT D

GENERAL RELEASE AGREEMENT

GENERAL RELEASE AGREEMENT

This General Release Agreement (this "Agreement") is executed by and between _____, whose business is located at _____ ("Franchisee") and Great Greek Franchising, LLC, a Florida limited liability company ("Franchisor").

INTRODUCTION

A. The Franchisor and Franchisee entered into a Franchise Agreement (the "Franchise Agreement") dated _____, pursuant to which the Franchisor granted the Franchisee a franchise or license (the "Franchise") to operate a franchise business (the "Franchise Business").

B. The parties desire to terminate the Franchise Agreement on the terms and conditions set forth in this Agreement.

C. This Agreement has been supported by full and adequate consideration, receipt of which is hereby acknowledged by both Franchisee and Franchisor.

The parties agree as follows:

1. **Termination of Franchise Agreement and Related Agreements.** The parties agree that, subject to Section 3 hereof and the terms and conditions set forth in Schedule A attached hereto, the Franchise Agreement and all obligations of Franchisee and Franchisor under or arising from the Franchise Agreement are hereby terminated.

2. **Mutual General Releases.** Subject to Section 3 hereof, Franchisee, for itself and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns, does hereby release and forever discharge the Franchisor and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands whatsoever, in law or equity, which Franchisee ever had, now has, or hereinafter can, shall or may have from the beginning of the world to the date of this Agreement, for, upon, or by reason of any matter, cause or thing whatsoever, including, without limitation, arising out of or in connection with, directly or indirectly, the Franchise Agreement, the Franchisor's offer, sale or negotiation of the Franchise, the relationship of the parties arising therefrom, or the Franchisor's conduct in obtaining and entering into agreements.

Subject to Section 3 hereof, Franchisor, for itself and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns, does hereby release and forever discharge Franchisee and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands whatsoever, in law or equity, which Franchisor ever had, now has, or hereinafter can, shall or may have from the beginning of the world to the date of this Agreement, for, upon, or by reason of any matter, cause or thing whatsoever, including, without limitation, arising out of or in connection with, directly or indirectly, the Franchise Agreement.

The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

3. **Post-Term Covenants; Special Stipulation.** The termination and release provided in this Agreement shall have no effect on those obligations of Franchisee (and its owners and guarantors, if any) arising out of the Franchise Agreement or any other agreement which concern the payment of any accrued

but unpaid amounts owed to Franchisor (whether known or unknown), or which otherwise expressly or by their nature survive the termination of the Franchise Agreement, including, without limitation, obligations pertaining to Franchisee's indemnification obligations, non-disclosure of Franchisor's confidential information and non-competition with Franchisor. In addition, all obligations of the parties, if any, in the Franchise Agreement pertaining to dispute resolution and jurisdiction and venue for dispute resolution, shall apply with equal force to the terms and conditions of this Agreement, as if set forth herein. Such obligations shall continue in full force and effect in accordance with their terms subsequent to termination of the Franchise Agreement, and until they are satisfied or by their nature expire. Franchisee acknowledges and agrees it has no right, title or interest in and to the trademarks associated with Franchisor's franchise system, including, without limitation, "The Great Greek Mediterranean Grill®," and any colorable imitation thereof. The Franchisee represents it has returned (or turned over) all intellectual property associated with the Franchise Business and Franchisor's franchise system to Franchisor (or a Successor Franchisee, if applicable) which is acknowledged to belong exclusively to Franchisor including, but not limited to, all materials containing confidential information, operations manuals, customer lists, customer databases, customer records, customer files and any materials which display the trademarks associated with the Franchise system. Franchisee agrees to return and turn over to Franchisor all digital assets, including, but not limited to, all digitally-stored content (such as images, photos, videos and text files), whether stored locally at the business or accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive or Dropbox); and all user names and passwords for any and all email accounts, social networking websites (such as Facebook, Twitter, LinkedIn, Google+, YouTube, Pinterest, Instagram, Tumblr, Flickr, Reddit, Snapchat, and WhatsApp), blogs, review websites (such as Yelp or Angie's List), and any other online communities where the Franchise Business created or shared online content, or held itself out as speaking for or representing the Franchise Business. Franchisee acknowledges and agrees it has no right, title or interest in and to the intellectual property associated with the Franchise Business or the Franchise system and no right to retain copies, disclose or make further use of such intellectual property, except with regard to customer records for tax purposes.

4. **Confidentiality.** It is acknowledged by Franchisee that the terms of this Agreement are in all respects confidential in nature, and that any disclosure or use of the same by Franchisee may cause serious harm or damage to Franchisor, and its owners and officers. Therefore, Franchisee agrees, either directly or indirectly by agent, employee, or representative, not to disclose the termination, this Agreement or the information contained herein, either in whole or in part, to any third party, except as may be required by law.

5. **Non-Disparagement.** The parties agree that at no time will they make any derogatory statements about or otherwise disparage, defame, impugn or damage the reputation of integrity of the others, provided that nothing in this paragraph will preclude any party from providing truthful information in response to compulsory legal process. The parties further agree not to, and to use their best efforts to cause any of the parties' agents, employees or affiliates not to, disparage or otherwise speak or write negatively, directly or indirectly, of the parties' brands, systems, or any other service-marked or trademarked concept of the parties or the parties' affiliates, or which would subject such brands, systems or concepts to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of the parties or their brands, systems or service-marked or trademarked concepts.

6. **Binding Effect.** All terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, successors and permitted assigns.

7. **Interpretation.** Each of the parties acknowledge that they have been or have had the opportunity to have been represented by their own counsel throughout the negotiations and at the execution of this

Agreement and all of the other documents executed incidental hereto, if any, and, therefore, the parties agree that none of the provisions of this Agreement or any of the other documents should be construed against any party more strictly than against the other.

8. **Entire Agreement.** This Agreement, including any Schedules attached hereto (which are considered a part of this Agreement), represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations if any made by and between the parties.

9. **Governing Law.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

10. **Washington Exception.** The General Release Agreement does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

11. **California Waiver.** The parties expressly waive and relinquish all rights and benefits afforded by California Civil Code Section 1542.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by electronic delivery shall be binding upon any party so confirming on the date of receipt.

13. **Effectiveness of Agreement.** This Agreement shall not be effective until it has been signed by Franchisee and Franchisor and delivered fully executed to Franchisee and Franchisor.

THE UNDERSIGNED have read, fully understand, and, by executing below, agree to the terms and conditions of this Agreement.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

SCHEDULE A TO GENERAL RELEASE AGREEMENT

ADDITIONAL TERMS AND CONDITIONS
FOR TRANSFER AND ASSUMPTION OF FRANCHISE

Franchisee desires to transfer its rights to operate its The Great Greek Mediterranean Grill® business operated under the Franchise Agreement (the "Great Greek Business") to a successor franchisee, _____ ("Successor Franchisee") desires to continue operating such Great Greek Business pursuant to a Successor Franchise Agreement with Franchisor. The terms and conditions of this Schedule "A" supplement the terms and conditions of the foregoing General Release Agreement of which this Schedule forms a part. The parties agree that the foregoing recitals are true and correct, and for good and valuable consideration, the receipt of which is acknowledged by each of the parties, the parties agree as follows:

1. **Transfer.** Effective as of the date of this Agreement, Franchisee does hereby bargain, sell, assign, convey, and transfer all of Franchisee's rights to the Successor Franchisee to operate the Great Greek Business, pursuant to the Successor Franchise Agreement and any related written agreements between the Successor Franchisee and Franchisor. Subject to the terms of such Successor Franchise Agreement and related written agreements with Franchisor, the Successor Franchisee hereby accepts and assumes the rights and obligations of the Franchisee to operate the Great Greek Business. Successor Franchisee is not assuming any liabilities of Franchisee to Franchisor. If, for any reason, the sale of Franchisee's business to Successor Franchisee is not completed, the General Release Agreement will be deemed null and void, and Franchisee shall continue to operate the Great Greek Business under the terms of the Franchise Agreement. Unless otherwise provided in a written agreement between Franchisee and Successor Franchisee, Franchisee, during the period from the date hereof to the final closing date of the sale of the Great Greek Business to the Successor Franchisee, shall operate the Great Greek Business for his/her own account.

2. **Successor Agreements and Payments.** The Successor Franchisee is hereby delivering to Franchisor its duly signed Successor Franchise Agreement and any related agreements that may be required as a result of this transaction under the Franchise Agreement. The Successor Franchise Agreement means the current standard form of Franchise Agreement required by Franchisor, subject to any modifications consented to in writing by Franchisor. The Successor Franchisee is also hereby delivering to Franchisor a transfer fee in the amount of $29,500.00 or 10% of the sale price of the franchise business (whichever is greater). No initial franchise fee shall be due under the Successor Franchise Agreement from the Successor Franchisee.

3. **Consents, Subordination and Acknowledgments.** Franchisor consents to the transfer to and assumption by Successor Franchisee in accordance with this Agreement. Such consent does not constitute approval of, nor agreement with, any of the provisions of any agreement (other than this Agreement) between Franchisee and Successor Franchisee. The Franchisee and Successor Franchisee specifically acknowledge that Franchisor is not a party to any such agreements. Franchisee agrees that its rights pursuant to any agreements with the Successor Franchisee, are subject to and subordinate in all respects to Franchisor's rights under the Successor Franchise Agreement and all related agreements, if any, between Franchisor and Successor Franchisee, including all renewals, modifications, and extensions, if any, to such agreements. Successor Franchisee agrees that its rights concerning Franchisor exist pursuant only to the written agreements entered between Franchisor and Successor Franchisee, and in the event of any conflict with the terms of this Agreement, except regarding the waiver of the payment of an initial franchise fee, the terms of such other agreements shall control. Successor Franchisee acknowledges that it has received and reviewed the General Release Agreement of which this Schedule "A" forms a part. The Successor Franchisee further acknowledges that, except as expressly provided in this Agreement, Franchisor has no liability with respect to, related to, or arising out of, any transaction between Franchisee and Successor Franchisee, and releases, indemnifies and holds Franchisor harmless from same.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

Successor Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

EXHIBIT E

DEPOSIT RECEIPT

DEPOSIT RECEIPT

By this Receipt, **Great Greek Franchising, LLC** acknowledges that it has received a fully refundable deposit of $9,500 (USD) from:

Name: _____

Address: _____

_____

together with an application for a The Great Greek Mediterranean Grill® Franchise Agreement.

We've reviewed your application within our offices and would be pleased to move forward.

The deposit you paid will, at the time of signing your Franchise Agreement, be credited to the remainder of the franchise fee. In the event you and Great Greek Franchising, LLC do not execute a Franchise Agreement within six (6) months from the date of this Deposit Receipt, Great Greek Franchising, LLC reserves the right to refund your deposit. In the event that you decide not to sign a Franchise Agreement and you do not ask for a refund within three (3) years from the date you execute this Deposit Receipt, your deposit shall become non-refundable.

Thank you for your sincere interest in entering into a The Great Greek Mediterranean Grill® Franchise Agreement. We believe we have assembled the best products, support staff, and system in our industry. We look forward to providing this to you and welcoming you into our franchise system. Please note, when you present a check as payment, you authorize us to deposit your check, make a one-time electronic fund transfer (EFT), or a substitute check, in which case funds may be withdrawn from your account on the same day payment is made and you will not receive a cancelled check back from your financial institution.

Sincerely,

Great Greek Franchising, LLC	**Candidate**
By: _____	Signature: _____
Print Name/Title: _____	Print Name: _____
Date: _____	Date: _____

EXHIBIT F

COMPLIANCE CERTIFICATION

COMPLIANCE CERTIFICATION
MULTI-UNIT DEVELOPMENT FRANCHISE

You are preparing to enter into a Multi-Unit Development Agreement and a Franchise Agreement for the establishment and operation of a The Great Greek Mediterranean Grill® franchise business. The purpose of this Compliance Certification is to determine whether any statements or promises were made to you that Great Greek Franchising, LLC (the "Franchisor") has not authorized and that may be untrue, inaccurate, or misleading.

A. The following dates are true and correct:

_____ (Date)	_____ (Initials)	The date on which I first received a Franchise Disclosure Document about the The Great Greek Mediterranean Grill® franchise.
_____ (Date)	_____ (Initials)	The date of my first face-to-face meeting with a franchise sales representative of the Franchisor to discuss the possible purchase of a franchise.
_____ (Date)	_____ (Initials)	The date on which I signed the contracts and agreements as disclosed in my Franchise Disclosure Document
_____ (Date)	_____ (Initials)	The earliest date on which I delivered cash, check, or other consideration to the Franchisor in connection with the purchase of a franchise.

B. Please review each of the following questions carefully and provide honest and complete responses to each question:

1. Have you personally reviewed the Multi-Unit Development Agreement, Franchise Agreement and the Franchise Disclosure Document? Yes ____ No ____

2. Do you understand all of the information contained in the Franchise Development Agreement, Franchise Agreement and the Franchise Disclosure Document? Yes ____ No ____

   a. If "No", what parts of the Multi-Unit Franchise Development Agreement, Franchise Agreement and/or the Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary)

   _____
   _____

3. Have you discussed the benefits and risks of establishing and operating a The Great Greek Mediterranean Grill® franchise business with an attorney, accountant, or other professional advisor? Yes ____ No ____

4. Do you understand that the success or failure of your The Great Greek Mediterranean Grill® franchise business will depend in large part upon your skills and abilities, competition from other agencies, interest rates, inflation, and other economic and business factors? Yes ____ No ____

5. Has any employee speaking on behalf of the Franchisor made any statement or promise concerning the revenues, profits, or operating costs of any The Great Greek Mediterranean Grill® business operated by the Franchisor or its franchisees? Yes ____ No ____

6. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the total amount of revenue you might achieve or operating profit you might realize from a The Great Greek Mediterranean Grill® franchise business? Yes ____ No ____

7. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating a The Great Greek Mediterranean Grill® business that is contrary to or different from the information contained in the Franchise Disclosure Document? Yes ____ No ____

8. Has any employee speaking on behalf of the Franchisor made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes ____ No ____

9. Do you understand that your initial franchise fee is non-refundable upon entering into a Franchise Agreement? Yes ____ No ____

C. If you have answered "Yes" to any one of questions B. 5-8, or "No" to question B. 9 please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below). If you have answered "No" to each of questions B. 5-8 and "Yes" to question B.9, please leave the following lines blank.

_____

_____

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Compliance Certification, you are representing that you have responded truthfully to the above questions.

Franchise Applicant:

Signature:_____
Print Name: _____
Date: _____

Approved By:

By: _____
Print Name/Title**:** _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

COMPLIANCE CERTIFICATION
SINGLE UNIT FRANCHISE

You are preparing to enter into a Franchise Agreement for the establishment and operation of a The Great Greek Mediterranean Grill® franchise business. The purpose of this Compliance Certification is to determine whether any statements or promises were made to you that Great Greek Franchising, LLC ("the Franchisor") has not authorized and that may be untrue, inaccurate, or misleading.

A. The following dates are true and correct:

_____ (Date)	_____ (Initials)	The date on which I first received a Franchise Disclosure Document about the The Great Greek Mediterranean Grill® franchise.
_____ (Date)	_____ (Initials)	The date of my first face-to-face meeting with a franchise sales representative of the Franchisor to discuss the possible purchase of a franchise.
_____ (Date)	_____ (Initials)	The date on which I signed the contracts and agreements as disclosed in my Franchise Disclosure Document
_____ (Date)	_____ (Initials)	The earliest date on which I delivered cash, check, or other consideration to the Franchisor in connection with the purchase of a franchise.

B. Please review each of the following questions carefully and provide honest and complete responses to each question:

1. Have you personally reviewed the Franchise Agreement and the Franchise Disclosure Document? Yes ____ No ____

2. Do you understand all of the information contained in the Franchise Agreement and the Franchise Disclosure Document? Yes ____ No ____

   a. If "No", what parts of the Franchise Agreement and/or the Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary)
   _____
   _____

3. Have you discussed the benefits and risks of establishing and operating a The Great Greek Mediterranean Grill® franchise business with an attorney, accountant, or other professional advisor? Yes ____ No ____

4. Do you understand that the success or failure of your The Great Greek Mediterranean Grill® franchise business will depend in large part upon your skills and abilities, competition from other agencies, interest rates, inflation, and other economic and business factors? Yes ____ No ____

5. Has any employee speaking on behalf of the Franchisor made any statement or promise concerning the revenues, profits, or operating costs of any The Great Greek Mediterranean Grill® business operated by the Franchisor or its franchisees? Yes ____ No ____

6. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the total amount of revenue you might achieve or operating profit you might realize from a The Great Greek Mediterranean Grill® franchise business? Yes ____ No ____

7. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating a The Great Greek Mediterranean Grill® business that is contrary to or different from the information contained in the Franchise Disclosure Document? Yes ____ No ____

8. Has any employee speaking on behalf of the Franchisor made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes ____ No ____

9. Do you understand that your initial franchise fee is non-refundable upon entering into a Franchise Agreement? Yes ____ No ____

C. If you have answered "Yes" to any one of questions B. 5-8, or "No" to question B. 9 please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below). If you have answered "No" to each of questions B. 5-8 and "Yes" to question B.9, please leave the following lines blank.

_____

_____

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Compliance Certification, you are representing that you have responded truthfully to the above questions.

Franchise Applicant:

Signature:_____
Print Name: _____
Date: _____

Approved By:

By: _____
Print Name/Title**:** _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

EXHIBIT G

FINANCIAL STATEMENTS

Great Greek Franchising, LLC

Audited Consolidated Financial Statements

April 30, 2026, April 30, 2025, and April 30, 2024

GREAT GREEK FRANCHISING, LLC

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To the Board of Directors
Great Greek Franchising, LLC
West Palm Beach, Florida

INDEPENDENT AUDITOR'S REPORT

Opinion

We have audited the accompanying financial statements of Great Greek Franchising, LLC (a FL corporation), which comprise the consolidated balance sheets as of April 30, 2026, April 30, 2025, and April 30, 2024, and the related consolidated statements of income and members' equity, and cash flows for the periods then ended, and the related notes to the consolidated financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Great Greek Franchising, LLC as of April 30, 2026, April 30, 2025, and April 30, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Great Greek Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Great Greek Franchising, LLC's ability to continue as a going concern within one year after the date that the financials are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial

likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Great Greek Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Great Greek Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



Milbery & Kesselman, CPAs, LLC
July 24, 2026

GREAT GREEK FRANCHISING, LLC
Consolidated Balance Sheets
As of April 30, 2026, April 30, 2025, and April 30, 2024

	2026	2025	2024
ASSETS			
Current Assets			
Cash and Cash Equivalents	$ 766,040	$ 419,976	$ 839,649
Accounts Receivable, net	221,692	90,621	65,598
Contract Assets	1,462,429	1,237,823	1,251,127
Prepaid Expenses	2,170,299	1,499,248	1,362,469
Inventory	11,453	7,411	15,278
Promissory Notes, net	58,836	-	-
Total Current Assets	4,690,749	3,255,079	3,534,121
Property and Equipment, net	-	-	-
Other Assets			
Promissory Notes, net	-	-	19,597
Loans Receivable - Related Parties	335,508	338	74,594
Total Other Assets	335,508	338	94,191
TOTAL ASSETS	$ 5,026,257	$ 3,255,417	$ 3,628,312
LIABILITIES AND MEMBERS' EQUITY			
LIABILITIES			
Current Liabilities			
Accounts Payable	$ 369,020	$ 1,338,145	$ 1,192,511
Accrued Expenses	324,194	59,909	40,704
Current Portion of Long Term Debt	3,202	3,202	200,000
Contract Liabilities	3,099,266	3,955,605	4,731,263
Franchise Deposits	175,734	105,500	133,499
Total Current Liabilities	3,971,416	5,462,361	6,297,977
Long Term Liabilities			
Long Term Debt, less Current Portion	146,798	146,798	150,000
Contract Liabilities, less Current Portion	965,696	-	-
Total Long Term Liabilities	1,112,494	146,798	150,000
TOTAL LIABILITIES	5,083,910	5,609,159	6,447,977
MEMBERS' EQUITY (DEFICIT)	(57,653)	(2,353,742)	(2,819,665)
TOTAL LIABILITIES AND MEMBERS' EQUITY	$5,026,257	$3,255,417	$3,628,312

See accompanying independent auditor's report and notes to financial statements

GREAT GREEK FRANCHISING, LLC
Consolidated Statements of Income and Members' Equity
For the periods ended April 30, 2026, April 30, 2025, and April 30, 2024

	2026	2025	2024
Income			
Franchise Fees	$1,652,328	$1,189,453	$ 2,077,760
Advertising Fees	2,245,143	1,585,384	1,060,204
Product	2,497,089	3,746,167	3,670,766
Royalty Income	5,240,869	3,544,088	2,570,265
Other Income	785,506	507,818	235,430
Total Income	12,420,935	10,572,910	9,614,425
Cost of Goods Sold	4,938,415	5,898,944	5,124,194
Gross Profit	$ 7,482,520	$ 4,673,966	$ 4,490,231
Expenses			
Advertising	733,263	417,987	583,104
Automobile	54,659	58,570	68,164
Bad Debt	128,803	101,583	66,128
Bank Service Charges	4,435	4,648	10,675
Computer and Software	23,020	34,344	32,309
Dues and Subscriptions	11,031	17,582	9,257
Insurance	58,327	34,760	32,702
Internet and Computer	25,879	39,044	26,849
Leasing Costs	-	3,885	7,762
Legal Settlements	9,000	-	-
Licensing and Registration	25,587	22,905	8,782
Meals and Entertainment	63,005	52,344	61,238
Office	54,703	42,749	35,548
Payroll	3,254,495	2,887,933	2,852,292
Postage	7,089	2,979	7,041
Professional Fees	70,907	33,022	25,994
Telephone	28,901	21,148	18,693
Travel	420,206	372,437	409,192
Total Expenses	4,973,310	4,147,920	4,255,730
Net Income before Other Income/(Expense)	$ 2,509,210	$ 526,046	$ 234,501
Other Income/(Expense)			
Interest Expense	(3,738)	(4,894)	(5,671)
Interest Income	-	8,745	1,543
Gain on Foreign Currency Exchange	(8,596)	5,739	371
Lawsuit Expenses	-	(60,000)	(18,816)
Income Tax	(787)	(9,713)	-
Total Other Income/(Expense)	(13,121)	(60,123)	(22,573)
Net Income	$ 2,496,089	$ 465,923	$ 211,928
Members' Equity (Deficit), Beginning	(2,353,742)	(2,819,665)	(3,031,593)
Members' Distributions	(200,000)	-	-
Members' Equity (Deficit), Ending	$ (57,653)	$ (2,353,742)	$ (2,819,665)

See accompanying independent auditor's report and notes to financial statements

GREAT GREEK FRANCHISING, LLC
Consolidated Statements of Cash Flows
For the periods ended April 30, 2026, April 30, 2025, and April 30, 2024

	2026	2025	2024
Cash Flows from Operating Activities			
Net Income	$ 2,496,089	$ 465,923	$ 211,928
Adjustments to Reconcile Net Income (Loss) to Net Cash provided (used) by Operations:			
(Increase) Decrease in Accounts Receivables	(131,071)	(25,023)	(29,307)
(Increase) Decrease in Contract Assets	(224,606)	13,304	(17,015)
(Increase) Decrease in Prepaid Expenses	(671,051)	(136,779)	(1,314,533)
(Increase) Decrease in Inventory	(4,042)	7,867	(2,984)
Increase (Decrease) in Accounts Payable	(969,125)	145,634	597,048
Increase (Decrease) in Accrued Expenses	264,285	19,205	(63,743)
Increase (Decrease) in Contract Liabilities	109,357	(775,658)	1,212,929
Increase (Decrease) in Franchise Deposits	70,234	(27,999)	28,499
Cash provided (used) by Operating Activities	940,070	(313,526)	622,822
Cash Flows from Investing Activities			
Cash used by for Investing Activities	-	-	-
Cash Flows from Financing Activities			
Promissory Notes	(58,836)	19,597	25,237
Members' Distributions	(200,000)	-	-
(Increase) Decrease in Loans Receivable - Related Parties	(335,170)	74,256	(74,594)
Increase (Decrease) in Loans Payable - Related Parties	-	-	(185,038)
Debt Reduction:			
Short Term	-	(196,798)	-
Long Term	-	(3,202)	-
Cash provided (used) by Financing Activities	(594,006)	(106,147)	(234,395)
Increase (Decrease) in Cash	346,064	(419,673)	388,427
Beginning Balance	419,976	839,649	451,222
Ending Balance	$ 766,040	$ 419,976	$ 839,649
Supplemental disclosures of cash flow information:			
Cash paid during the year for:			
Interest	$ 3,738	$ 4,894	$ 5,671
Income Taxes	$ 20,748	$ 38	$ -

See accompanying independent auditor's report and notes to financial statements

Great Greek Franchising, LLC
(A Limited Liability Company)

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies

Nature of business – Great Greek Franchising, LLC (the "Company"), a Florida limited liability company, was formed on September 18, 2017 and is headquartered in West Palm Beach, Florida. The Company sells franchises that allow the purchaser to own and operate a Great Greek Mediterranean Grill restaurant.

The Company has elected a year end of April 30.

Principles of consolidation – The financial statements include the operations of Great Greek Franchising, LLC, and its wholly owned subsidiary Great Greek Franchising, LLC (Australian entity). All significant intercompany transactions have been eliminated in consolidation.

All foreign operations are translated to U.S. dollars at the exchange rate in effect at year-end. Income and expense items and cash flows are translated at the average exchange rate for each year.

A summary of the Company's significant accounting policies follows:

Accounting estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition - Initial franchise fees are recognized as revenue when services required under the franchise agreement have been performed by the Company. Franchise royalty revenues are based on franchisees' sales and are recognized as earned. Product and equipment revenue is recorded when legal title is transferred to the customer, generally when the product is shipped.

Cash concentration - The Company maintains its cash in two bank accounts which, at times, may exceed the federally-insured limits. The Company has not experienced any loss in such accounts. The Company believes it is not exposed to any significant credit risk on such accounts.

Accounts receivable - Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest, although a finance charge may be applied to such receivables that are more than 30 days past due.

Credit risk - The Company performs on-going credit evaluations of each franchisee's financial condition. Accounts receivables are principally with franchises that are secured under the franchise agreements. The franchise agreements provide the Company with certain collateral, including inventory and fixed assets. Consequently, risk of loss is considered minimal.

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Inventory - Inventory is stated at the lower of cost using the First-In-First-Out inventory method, or fair market value, and consists of equipment.

Property and equipment - Property and equipment is stated at cost. Depreciation is computed by the straight-line method over the following estimated useful lives:

	Years
Vehicles	7
Machinery and equipment	10
Computer equipment	3.5 – 7
Software	3.5
Leasehold improvements	10

Expenditures for maintenance and repairs are expensed as incurred. Major improvements which increase the estimated useful life of an asset are capitalized. Upon the sale or retirement of assets, recorded cost and related accumulated depreciation are reduced from the accounts, and any gain or loss on disposal is reflected in operations.

Long-lived assets - Long-lived assets held for use are subject to an impairment assessment if the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset. The amount of the impairment is the difference between the carrying amount and the fair value of the asset. The Company's estimate of undiscounted cash flows indicated that such carrying amounts were expected to be recovered.

Advertising – Advertising primarily consist of the outside costs related to lead development. Advertising costs are expensed as incurred and were $733,263 for the year ended April 30, 2026, $417,987 for the year ended April 30, 2025, and $583,104 for the year ended April 30, 2024.

Income taxes - The Company has elected to be taxed under sections of the federal and state income tax laws that provide that, in lieu of corporate income taxes, the members separately account for their pro rata shares of the Company's items of income, deduction, losses and credits. Therefore, no provision for income taxes is reflected in the Company's financial statements. The provision for state income taxes for the years ended April 30, 2026, 2025, and 2024 consisted of the following:

	2026	2025	2024
Various State Income Taxes	$ 787	$ 9,713	$ -

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Leases - The Company recognizes and measures its leases in accordance with FASB ASC 842, *Leases*. The Company is a lessee in a month-to-month operating lease for office space. The Company determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are changed. The Company recognizes a lease liability and a right of use (ROU) asset at the commencement date of the lease. The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. The discount rate is the implicit rate if it is readily determinable or otherwise the Company uses its incremental borrowing rate. The implicit rates of our leases are not readily determinable and accordingly, we use our incremental borrowing rate based on the information available at the commencement date for all leases. The Company's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms and in a similar economic environment. The ROU asset is subsequently measured throughout the lease term at the amount of the re-measured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. Lease cost for lease payments is recognized on a straight-line basis over the lease term.

The Company has elected, for all underlying class of assets, to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of twelve months or less at lease commencement, and do not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. We recognize lease cost associated with our short-term leases on a straight-line basis over the lease term.

Reclassifications - Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

Related parties – For the purposes of these financial statements, parties are considered to be related to the Company where the Company and the party are subject to common control and/or common joint control. Related parties may be individuals or other entities.

Going concern – The Company evaluates whether there are conditions or events, considered in the aggregate, that raise substantial doubt about its ability to continue as a going concern for a period of one year after the date that the financial statements are available to be issued, taking into consideration the quantitative and qualitative information regarding the Company's current financial condition, conditional and unconditional obligations due and the funds and cash flow necessary to maintain operations within that time period. Based on management's evaluation, the Company will be able to continue in operation on a going concern basis for at least the next twelve months from the date these financial statements were available to be issued.

Date of management's review – Management evaluated events or transactions subsequent to the balance sheet date for potential recognition or disclosure in the financial statements through July 24, 2026, which is the date the financial statements were available for issuance.

Notes to Consolidated Financial Statements

Note 2 Cash and Cash Equivalents

The Company maintains cash balances at two financial institutions. Accounts at the institution are insured by the Federal Deposit Insurance Corporation for up to $250,000. Accounts at the Australian institution are insured by the Financial Claims Scheme for up to 250,000 AUD. At April 30, 2026, the Company has uninsured cash balances amounting to $515,922. At April 30, 2025, the Company has uninsured cash balances amounting to $169,793. At April 30, 2024, the Company has uninsured cash balances amounting to $589,383.

Note 3 Accounts Receivable

Accounts receivable at April 30, 2026, April 30, 2025, and April 30, 2024, consisted of the following:

	2026	2025	2024
Franchise Fees Receivable	$ 221,692	$ 90,621	$ 65,598
Allowance for Doubtful Accounts	-	-	-
	$ 221,692	$ 90,621	$ 65,598

The bad debt deducted for the fiscal year ended April 30, 2026 was $128,803. The bad debt deducted for the fiscal year ended April 30, 2025 was $101,583. The bad debt benefit for the fiscal year ended April 30, 2024 was($66,128.

Note 4 Promissory Notes

The Company has a promissory note receivable with one franchisee; the notes bear interest at a rate of 8% per annum, and is amortized over a period of 10 months. On promissory notes bearing an interest rate below market, imputed interest is calculated and the note value is discounted.

Note 5 Long Term Debt

On July 28, 2020, the Company executed a promissory note for $150,000 under the Economic Injury Disaster Loans (“EIDL”) authorized by the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”). The loan bears an interest rate of 3.75% per annum and matures thirty years from the date of the note (July 2050). Under the loan agreement, the monthly payment of principal and interest is $731 beginning twenty four months from the date of the note. As of April 30, 2026, the outstanding principal amount of the note payable was $150,000.

Notes to Consolidated Financial Statements

Note 5 Long Term Debt (Continued)

Future minimum principal payments on the long term debt as of April 30, 2026 are as follows:

For the year ending April 30,

2027	3,202
2028	3,324
2029	3,451
2030	3,582
2031	3,719
Thereafter	132,722
Total	$ 150,000

Note 6 Litigation

From time to time, the Company is involved in litigation, most of which is incidental and normal to its business. In the opinion of Company counsel, no litigation to which the Company currently is a party is likely to have a material adverse effect on the Company's results of operations, financial condition or cash flows.

Note 7 Leases

The Company has an obligation as a lessee for office space with initial term of less than one year. The Company classified this lease as an operating lease. These leases generally contain renewal options for periods ranging from one to five years. Because the Company is not reasonably certain to exercise these renewal options, the optional periods are not included in determining the lease term, and associated payments under these renewal options are excluded from lease payments. The Company's leases do not include termination options for either party to the lease or restrictive financial or other covenants. Payments due under the lease contracts include fixed payments.

The components of leasing costs for the period ended April 30, are as follows:

	2026	2025	2024
Short term leasing costs	$ -	$ 3,885	$ 7,762

Note 8 Revenue Recognition in Accordance with FASB ASC 606

Contract balances

Contract balances from contracts with customers were as follows:

	2026	2025	2024
Contract assets	$ 1,462,429	$ 1,237,823	$ 1,251,127
Contract liabilities	4,064,962	3,955,605	4,731,263

Notes to Consolidated Financial Statements

Note 8 Revenue Recognition in Accordance with FASB ASC 606 (Continued)

Disaggregation of revenue

The Company derives its revenues primarily from the sale of franchises. Revenue from performance obligations satisfied at a point in time consists of franchise fees, royalties, and other income. Revenue from performance obligations satisfied over time consists of the sale of master licenses and renewal franchise fees.

Performance obligations

For performance obligations related to the franchise fees, control transfers to the customer at a point in time. Revenues are recognized when the franchisee training is completed and the equipment is delivered.

For performance obligations related to royalties and other income, control transfers to the customer at a point in time. Royalty revenues are recognized monthly based on the monthly sales from the franchisees.

For performance obligations related to master licenses and renewal franchise fees, control transfers to the customer over time. Revenues are recognized over the term of the contract.

Significant judgments

The Company sells franchises for an agreed upon contract amount. For fixed fee contracts, the Company is entitled to payment upon signing of the franchise agreement and recognizes the revenues when the performance obligations have been met.

Note 9 Transactions with Related Parties

The Company reimburses and receives reimbursements to and from Related Parties, for certain operating expenses, including home office rent, payroll, and other administrative expenses. For the period ending April 30, 2026, related party balances included loans receivable of $335,508 and prepaid expenses of $1,112,886. For the period ending April 30, 2025, related party balances included loans receivable of $338 and prepaid expenses of $1,301,886. For the period ending April 30, 2024, related party balances included loans receivable of $74,594 and prepaid expenses of $936,346.

EXHIBIT H

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OPERATING MANUAL TABLE OF CONTENTS

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EXHIBIT I

LISTS OF CURRENT AND FORMER FRANCHISEES

GREAT GREEK FRANCHISING, LLC
LIST OF FRANCHISEES AS OF APRIL 30, 2026

Name(s)	Address	City	State	Zip	Phone
Vaishaliben Anil Patel	700 Montgomery Highway Suite 190	Vestavia Hills	AL	35244	(205) 538-5262
Michael Boulant	2925 S. Alma School Rd, Suite 8	Chandler	AZ	85286	(480) 378-6130
Michael Boulant	4972 South Power Rd, Suite 107	Gilbert	AZ	85230	(702) 686-4197
Lar Lasola	9280 E. Via de Ventura, Suite 103	Scottsdale	AZ	85258	(702) 755-7172
Raja Ramu	405 Railroad Ave	Danville	CA	94526	(925) 309-4222
Dany Askar	3965 Alton Parkway Suite B	Irvine	CA	92606	(818) 383-4789
Ramya Ratakonda, Ravi Potlachervu, Kiran Nalamala, and Malini Soogoor	27522 Antonio Pkwy # P-2	Ladera Ranch	CA	92694	(562) 298-8419
Sameh Sawiris, Deanna Dominguez, and Rene Dominguez	1830 Rancho Del Oro Road, Suite 150	Oceanside	CA	92056	(858) 883-1553
Arjun Dheer and Mandeep Dheer	5198 Commons Drive, Suite 103	Rocklin	CA	95677	(279) 499-2796
Arjun Dheer and Mandeep Dheer	2010 Blue Oaks Blvd, Suite 140	Roseville	CA	95747	(916) 333-7856
Arjun Dheer	3700 Crocker Drive, Suite 100	Sacramento	CA	95818	(916) 476-3201
Manish Sharma and Manisha Sharma	7951 Othello Avenue, Suite 104	San Diego	CA	92111	(858) 355-9828
Manish Sharma and Manisha Sharma	2707 Boston Ave	San Diego	CA	92113	(858) 997-7295
Raja Ramu	2475 San Ramon Valley Blvd, #110	San Ramon	CA	94583	(925) 309-4308
Dany Askar	3305 South Bristol St. Unit B	Santa Ana	CA	92704	(714) 635-8435
Manish Sharma and Manisha Sharma	9720 Mission Gorge Road, Unit D,	Santee	CA	92071	(858) 997-7295
Raja Ramu and Pradeepa Indirajith	2620 S. Tracy Blvd, Suite 110B	Tracy	CA	95376	(209) 207-9256
Jack Jones	13650 E. Colfax Ave, Suite K	Aurora	CO	80011	(661) 390-0642
Mark Hennessey and Lynne Hennessey	2566 Patterson Road, Suite 110	Grand Junction	CO	81505	(949) 212-9116
Jack Jones and Nazgul Jones	14315 Orchard Pkwy, Suite 400	Westminster	CO	80023	(720) 608-4888
George Stan	9961 & 9963 Glades Road	Boca Raton	FL	33434	(602) 459-3198
Kevin Carmean	1575 Future Way D5	Kissimmee	FL	34747	(407) 730-1830
Kevin Carmean	701 Vista Trelago Way, Suite 100	Maitland	FL	32751	(407) 730-1830
Alexia Budko	1900 NE Miami Court	Miami	FL	33132	(347) 982-5462
Martin Monev	753 E. Commercial Blvd., Suite 44	Oakland Park	FL	33334	(754) 206-4798
Manishkumar Patel and Shaira Patel	4414 SW College Road, #316	Ocala	FL	34474	(352) 598-3087
Kevin Carmean	14152 Narcoose Road, Bldg A3, Suite 300	Orlando	FL	32832	(407) 801-0002
Kevin Carmean	335 N. Magnolia Ave, Ste 102	Orlando	FL	32801	(407) 752-9300

Name(s)	Address	City	State	Zip	Phone
Carlos Arenas Widefeldt and Angelo Freites	11300 Legacy Ave #120	Palm Beach Gardens	FL	33410	(203) 893-1499
Alexia Budko	10513 SW Meeting Street, Unit 101	Port St. Lucie	FL	34987	(347) 982-5462
Dharti Patel	60 Shops Blvd, Suite 50	St Johns	FL	32259	(904) 531-9279
Alexia Budko	7038 Okeechobee Blvd	West Palm Beach	FL	33411	(347) 982-5462
Kevin Carmean	16045 New Independence Pky, Suite 100	Winter Garden	FL	34787	(407) 794-1700
Param Shah and Roshan Patel	3155 Cobb Pkwy, Suite 140	Atlanta	GA	30339	(678) 460-6335
Ayub Bhuiyan	1950 Satellite Blvd Suite 800	Duluth	GA	30097	(470) 657-1911
Param Shah and Roshan Patel	2000 Holcomb Bridge Rd	Roswell	GA	30076	(678) 460-6335
Omar Usmani and Sobia Usmani	1352 S. Rangeline Road	Carmel	IN	46032	(317) 828-1694
Pavel Terzioski	146 E. 109th Avenue,, Unit 3	Crown Point	IN	46307	(219) 274-7335
Pavel Terzioski	9611 Calumet Avenue, Building C	Munster	IN	46321	(219) 746-9519
Muhammad Sohail and Fahad Naroo	8900 Baltimore Ave	College Park	MD	20740	(443) 527-1204
Yara Fardous, Hassen Muhammed Saad, and Mohamed Ali Alwah	3129 Fairlane Drive	Allen Park	MI	48101	(313) 550-0771
Yara Fardous, Hassen Muhammed Saad, and Mohamed Ali Alwah	University of Michigan, 2101 Bonisteel Blvd Room B090 B090A	Ann Arbor	MI	48109	(313) 550-0771
Yara Fardous, Hassen Muhammed Saad, Mohamed Ali Alwah, and Lama Plyer	3268 Ann Arbor-Saline Road	Ann Arbor	MI	48103	(734) 373-7000
Yara Fardous, Hassen Muhammed Saad, Mohamed Ali Alwah, and Lama Plyer	8233 Byron Center Avenue SW	Byron Center	MI	49135	(616) 277-1434
Yara Fardous, Hassen Muhammed Saad, and Mohamed Ali Alwah	Food Truck	Livingston	MI	-	(313) 550-0771
Yara Fardous, Hassen Muhammed Saad, and Mohamed Ali Alwah	26425 Novi Road, Suite F	Novi	MI	48375	(313) 550-0771
Yara Fardous, Hassen Muhammed Saad, Mohamed Ali Alwah, and Lama Plyer	12433 23 Mile Road	Shelby Township	MI	48315	(586) 997-7000
Yara Fardous, Hassen Muhammed Saad, Mohamed Ali Alwah, and Lama Plyer	708 West Big Beaver Rd, Suite 6	Troy	MI	48084	(248) 833-1000
Yara Fardous, Hassen Muhammed Saad, Mohamed Ali Alwah, and Lama Plyer	7084 Orchard Lake Rd West	West Bloomfield	MI	48322	(248) 970-1000
Andrew Van Vleet and Lakena Van Vleet	7860 Main Street	Maple Grove	MN	55369	(218) 341-0653
John Hall	946 S. Willow Street	Manchester	NH	03103	(603) 943-2456
John Hall	125 S Broadway	Salem	NH	03079	(603) 824-6976

Name(s)	Address	City	State	Zip	Phone
Jonathan Arzt	182 Ridgedale Ave.	Florham Park	NJ	07932	(917) 902-4647
Metry Habashy	2040 Highway 9, Suite 101	Old Bridge	NJ	08857	(732) 410-8100
Fadi Hosni	5600 Coors Blvd. NW, Bldg B Suite B5&B6	Albuquerque	NM	87120	(505) 280-4951
Sepideh Arya-Sande and John Sande IV	1171 Steamboat Pkwy Suite 100	Reno	NV	89521	(775) 997-5199
Rohit Patel	5409 Cornerstone North Blvd	Centerville	OH	45440	(224) 565-3896
Sharon Ellis and Brian Ellis	61583 S.E. 27th Street, Suite 140	Bend	OR	97702	(541) 371-5533
Latha Pogula, Sowmya Shetty, Hasan Muntaha, and Arvind Krishnamuthi	19713 Highway 213, Suite 120	Oregon City	OR	97045	(503) 676-4843
Brenda Schmidt	12280 SW Schols Ferry Road	Tigard	OR	97223	(503) 705-9212
Christopher Nagy and Marcia Nagy	2880 Center Valley Pkwy, Ste 602	Center Valley	PA	18034	(610) 216-6807
Scott Willis	1417 Folly Road, Suite 410	Charleston	SC	29412	(843) 588-5660
Scott Willis	3500 Park Avenue Blvd., Suite 100	Mt. Pleasant	SC	29466	(843) 352-3862
Scott Willis	100 Gosling Way Suite A	Summerville	SC	29486	(845) 200-4899
Jung Choi	3101 E. Whitestone Blvd. Suite G-1	Cedar Park	TX	78613	(512) 528-5600
Earl Bowling, Daniel Bowling, and Patrick Bowling	9654 Red Dirt Rd	Fort Worth	TX	76123	(817) 964-2668
Maria Mona Gualberto and Nino Val Gualberto	700 Baybrook Mall Space F162	Friendswood	TX	77546	(559) 410-6189
Sanjay Garg and Sonali Garg	1079 W. Round Grove Rd Suite 140	Lewisville	TX	75067	(469) 884-7328
Ravinder Jarral	5701 S. Custer Road, Suite 100	McKinney	TX	75070	(469) 907-1100
Samad Tarafdar and Fatema Tarafdar	11647 Culebra Road, Suite 101	San Antonio	TX	78254	(210) 255-8244
Sanjay Garg	3750 Plano Pkwy, Ste 1000	The Colony	TX	75056	(214) 302-8300
Phillip Geurts	565 S. Main Street	Cedar City	UT	84720	(435) 772-9383
Matt Bost	487 E. 12300 South Suite B	Draper	UT	84020	(801) 804-5383
Joseph Nichols, Dell Nichols, and Jacob Nichols	515 Ring Road	Layton	UT	84041	(801) 403-9987
Cassidi Garrard	758 South North County Blvd	Pleasant Grove	UT	84062	(801) 831-4438
Mohamed Eltayeb	6410 Arlington Blvd, Suite G	Falls Church	VA	22042	(571) 660-9670
Mohammad Khurram	21481 E Moreland Blvd.	Waukesha	WI	53186	(918) 407-5050

GREAT GREEK FRANCHISING, LLC
FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT BUT HAVE NOT OPENED
AS OF APRIL 30, 2026

Units	Name(s)	Address	City	State	Zip	Phone
1	John Burgess and Carrie McFerran	To be determined.	-	AL	-	(334) 663-1744
1	Ritaben Patel	To be determined.	-	AL	-	(334) 604-9774
1	Vaishaliben Patel	To be determined.	-	AL	-	(201) 355-9638
3	Michael Boulant	To be determined.	-	AZ	-	(702) 686-4197
1	Alber Bekhit	To be determined.	-	CA	-	(760) 877-2358
6	Dany Askar	To be determined.	-	CA	-	(818) 383-4789
3	Mandeep Dheer and Arjun Dheer	To be determined.	-	CA	-	(661) 487-3428
4	Manish Sharma	To be determined.	-	CA	-	(858) 997-7295
2	Manish Sharma and Manisha Sharma	To be determined.	-	CA	-	(858) 997-7295
1	Naresh Tammabatula	To be determined.	-	CA	-	(510) 324-6588
2	Raja Ramu and Pradeepa Indirajith	To be determined.	-	CA	-	(408) 834-9797
2	Ramya Ratakonda	To be determined.	-	CA	-	(562) 298-8419
1	Saba Mengesha	To be determined.	-	CA	-	(323) 540-9200
2	Sameh Sawiris, Deanna Dominguez, and Rene Dominguez	To be determined.	-	CA	-	(858) 883-1336
1	Tanmay Chawla	To be determined.	-	CA	-	(562) 743-0898
1	Gurshaan Sidhu	3925 Rosedale Highway	Bakersfield	CA	93308	(661) 703-3008
1	Gurshaan Sidhu	9815 Panama Lane	Bakersfield	CA	93311	(661) 703-3008
1	Shobha Kanherkar and Sanjeev Kanherkar	To be determined.	-	CO	-	(303) 408-9003
3	Bradford Emmons	To be determined.	-	FL	-	(732) 299-4293
3	James Xarras	To be determined.	-	FL	-	(978) 423-7424
15	Kevin Carmean	To be determined.	-	FL	-	(407) 730-1830
2	Manishkumar Patel and Shaira Patel	To be determined.	-	FL	-	(773) 969-0765
1	Noor Ahmad	To be determined.	-	FL	-	(904) 554-7957
1	Pratyusha Mannepalli, Kiran Mai Syamala, Sravani Jammula, Sravani Mandarapu, and Rajya Lakshmi Mandadi	To be determined.	-	FL	-	(813) 527-4314
3	Alexia Budko	9961 & 9963 Glades Road	Boca Raton	FL	33434	(347) 982-5462
1	Carlos Arenas Widefeldt and Angelo Freites	1920 S Federal Hwy	Boynton Beach	FL	33435	(203) 893-1499

Units	Name(s)	Address	City	State	Zip	Phone
1	Ashiqur Shubir and Shahana Shubir	2764 N University Dr	Coral Springs	FL	33065	(954) 865-9506
1	Suzette Joseph, Jacky Joseph, and Esdras Bien-Aime	753 E. Commercial Blvd, Suite 44	Oakland Park	FL	33334	(561) 788-4739
1	Guy Charleston and Nathalie Baudin	6801 Kanner Hignway	Stuart	FL	34997	(407) 201-0724
1	Akintunde Adelana	To be determined.	-	GA	-	(470) 424-2414
1	Param Shah and Roshan Patel	To be determined.	-	GA	-	(678) 460-6335
1	Deep Patel	1432 Highway 16 West	Griffin	GA	30223	(678) 588-3735
1	Sirisha Dandamudi	To be determined.	-	IL	-	(609) 216-4777
4	Diala Michael-Emanuel	1246 West Boughton Rd	Bolingbrook	IL	60440	(630) 448-2449
4	Omar Usmani	To be determined.	-	IN	-	(317) 828-1694
4	Pavel Terzioski	To be determined.	-	IN	-	(219) 746-9519
1	George Leeth, Sr.	6295 Ameriplex Dr, Suite #103	Portage	IN	46368	(219) 512-5002
1	Rajinder Singh and Subrahmanyeswara Choudary Mallipudi	To be determined.	-	LA	-	(973) 393-0128
1	Ankur Patel	2600 Forsythe Ave	Monroe	LA	71201	(850) 368-9477
1	Sujata Rajput	To be determined.	-	MA	-	(512) 413-8494
1	Muhammad Sohail and Fahad Naroo	1830 York Road, Suite A	Timonium	MD	21093	(443) 527-1204
16	Yara Fardous, Hassen Muhammed Saad, and Mohamed Ali Alwah	To be determined.	-	MI	-	(313) 550-0771
1	Mustafa Sakhi and Scott Monroy	To be determined.	-	MN	-	(763) 464-5168
1	Hasan Muntaha, Arvind Krishnamurthi, and Ghazala Kazi	To be determined.	-	NC	-	(847) 220-2496
6	Muhammad Awan and Eibaad Ahmed	To be determined.	-	NC	-	(336) 314-8075
1	Eswara Ragipindi	11318 N Community House Road, #211	Charlotte	NC	28277	(980) 310-9718
2	Alexia Budko	1034 Yunus Road, Ste 140	Durham	NC	27703	(347) 982-5462
1	Mark Hennessey and Lynne Hennessey	To be determined.	-	NE	-	(949) 212-9116
1	John Hall and Kevin Chauvette	To be determined.	-	NH	-	(603) 943-2456
1	John Hall	24 Calef Highway, Building 2 Suite 21,	Epping	NH	03042	(603) 943-2456
1	Alpeshkumar Patel	To be determined.	-	NJ	-	(732) 762-9765
1	Jignesh Amin and Anu Maheshwari	To be determined.	-	NJ	-	(908) 259-7527
1	Jonathan Arzt	To be determined.	-	NJ	-	(917) 902-4647
1	Ketki Kshirsagar and Rajdeo Kshirsagar	To be determined.	-	NJ	-	(908) 962-8271

Units	Name(s)	Address	City	State	Zip	Phone
3	Oluwatabiloba Odunaiya	To be determined.	-	NJ	-	(732) 768-7831
1	Vipul Patel	To be determined.	-	NJ	-	(732) 543-5605
3	Fadi Hosni	To be determined.	-	NM	-	(505) 280-4951
3	Sepideh Arya-Sande and John Sande	To be determined.	-	NV	-	(775) 997-5199
1	Nick Della Penna and Trent Jones	1275 W. Warm Springs Road	Henderson	NV	89014	(702) 547-2377
1	Hussan Ali	To be determined.	-	NY	-	(631) 388-8888
15	Kuljinder Hanjra	To be determined.	-	NY	-	(917) 868-5288
6	Sam Fisher and Adam Landa	To be determined.	-	NY	-	(516) 457-8748
4	Rohit Patel	To be determined.	-	OH	-	(224) 565-3896
4	Latha Pogula, Sowmya Shetty, Hasan Muntaha, and Arvind Krishnamuthi	To be determined.	-	OR	-	(503) 676-4843
2	Scott Willis	To be determined.	-	SC	-	(843) 701-2817
5	Scott Willis, Thomas Stevenson, and Brent Edgerton	To be determined.	-	SC	-	(843) 701-2817
5	Pamela Hay	To be determined.	-	SD	-	(605) 212-9252
1	Jigneshkumar Patel	To be determined.	-	TN	-	(662) 347-0683
1	Roshani Patel	To be determined.	-	TN	-	(201) 356-7723
7	Earl Bowling and Daniel Bowling	To be determined.	-	TX	-	(817) 964-2668
1	Jagpreet Singh Kamboj	To be determined.	-	TX	-	(817) 709-5130
3	Monali Patel	To be determined.	-	TX	-	(636) 474-9195
1	Sai Saran Tripathy	To be determined.	-	TX	-	(916) 715-7514
1	Syed Jafri	To be determined.	-	TX	-	(705) 796-2426
3	Jose Frias	2921 Boca Chica Blvd Suite# 19	Brownsville	TX	78521	(956) 572-3593
2	Earl Bowling, Daniel Bowling, and Patrick Bowling	720 SW Wilshire Blvd	Burleson	TX	76028	(817) 964-2668
12	Sanjay Garg	8540 S Belt Line Road	Coppell	TX	75019	(501) 502-8183
3	Cassidi Garrard	To be determined.	-	UT	-	(801) 831-4438
2	Joseph Nichols	To be determined.	-	UT	-	(801) 403-9987
4	Matt Bost	To be determined.	-	UT	-	(435) 901-0625
2	Phillip Geurts	1400 W SR-9 Pad 3	Hurricane	UT	84737	(714) 307-9192
1	Adil Aghandous	To be determined.	-	VA	-	(571) 234-2237
3	Jatinder Sharma	To be determined.	-	VA	-	(703) 901-4590
9	Wagih Desouky	To be determined.	-	WA	-	(505) 979-9911

GREAT GREEK FRANCHISING, LLC
LIST OF TERMINATED, CANCELLED, NOT RENEWED OR CEASED TO DO BUSINESS FRANCHISEES
AS OF APRIL 30, 2026

Units	Name(s)	Address	City	State	Zip	Phone
1	Richard Stassi	10150 East Clinton Street	Scottsdale	AZ	85260	(480) 390-7002
1	Sumanjit Sodhi	8099 E Nees Ave	Clovis	CA	93619	(559) 943-3333
1	Amarendra Reddy Thummeti and Sugathri Reddy Guda *	405 Railroad Ave	Danville	CA	94526	(925) 309-4222
4	Michael Gutierrez and Michael Allen	3074 E Campus Pointe Dr	Fresno	CA	93710	(559) 359-4581
1	Melvina Scott	2906 W. Manchester Blvd	Inglewood	CA	90305	(310) 341-8111
1	Willy Chavez	1842 W. Washington Blvd	Los Angeles	CA	90278	(323) 755-6900
1	Saeid Pahlavanzadeh	600 Sharon Park Drive, Unit D-103	Menlo Park	CA	94025	(650) 272-7475
18	Alexia Budko	11995 Foothill Blvd	Rancho Cucamonga	CA	91730	(347) 982-5462
4	Amarendra Reddy Thummeti *	2475 San Ramon Valley Blvd #110	San Ramon	CA	94583	(914) 309-5955
1	Shobha Kanherkar and Sanjeev Kanherkar *	13650 East Colfax Ave., Suite K	Aurora	CO	80011	(720) 681-6844
17	Christopher McMillan and Amy McMillan	15207 HWY 77	Panama City	FL	32409	(850) 257-4876
2	Ashiqur Shubir	10740 Pacifica Way	Parkland	FL	33076	(954) 865-9506
20	Mohamed Hamed Barrie	12817 N. Dale Mabry Hwy	Tampa	FL	33618	(813) 252-9238
1	Salauddin Janmohammed and Victoria Janmohammed	301 Linden Road North	Prospect Heights	IL	60070	(847) 346-4340
3	Ankitabahen Patel	2366 Heartland Park	Owensboro	KY	42303	(615) 521-1417
5	Jonathan Arzt	141 Ironia Road	Mendham	NJ	07945	(917) 902-4647
2	Lar Lasola	7302 Hellman Park Street	Las Vegas	NV	89166	(702) 755-7172
4	Martin Monev	7885 W. Flamingo Road, Unit 2160	Las Vegas	NV	89147	(725) 219-8698
1	Sharon Ellis and Brian Ellis	5871 SW Badger Road	Terrebonne	OR	97760	(541) 797-4243
1	Gerald Roush	522 Westerly Pkwy	State College	PA	16801	(717) 994-2362
1	Randy Campbell	474 Vanntown Road	Elora	TN	37328	(256) 679-9488
6	Alan Brown	700 Baybrook Mall Space F162	Friendswood	TX	77546	(800) 330-6964
2	Israel Medina	7016 Circle Cross Road	Odessa	TX	79765	(512) 698-2861
5	Cassidi Garrard *	487 E. 12300 South Suite B	Draper	UT	84020	(801) 831-4438
1	Arpad Molnar	999 Discovery Ave SE	Ocean Shores	WA	98569	(503) 799-7885

* Franchisees who sold their business between May 1, 2025, and April 30, 2026.

EXHIBIT J

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this "Agreement") made as of the ____ day of _____, 20____, ("Effective Date") is by and between _____, ("FRANCHISEE") (d/b/a a The Great Greek Mediterranean Grill Franchise, Great Greek Franchising, LLC, a Florida limited liability company d/b/a The Great Greek Mediterranean Grill, ("COMPANY") and _____, a resident of the state of _____, ("INDIVIDUAL") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, FRANCHISEE is a party to that certain franchise agreement dated _____, 20____ (the "Franchise Agreement") by and between FRANCHISEE and COMPANY; and

WHEREAS, FRANCHISEE desires INDIVIDUAL to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, FRANCHISEE is required by the Franchise Agreement to have INDIVIDUAL execute this Agreement prior to providing INDIVIDUAL access to said Trade Secrets and other Confidential Information; and

WHEREAS, INDIVIDUAL understands the necessity of not disclosing any such information to any other party in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of FRANCHISEE, or COMPANY, any affiliate of COMPANY or COMPANY's other franchisees .

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the Parties hereby mutually agree as follows:

1. <u>Trade Secrets and Confidential Information</u>

INDIVIDUAL acknowledges and understands FRANCHISEE possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords and lists of actual or potential customers or suppliers) related to or used in the development and/or operation of The Great Greek Mediterranean Grill Restaurants that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement "Confidential Information" means technical and non-technical information used in or related to the development and/or operation of The Great Greek Mediterranean Grill Restaurants that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the operating manual and training guides and materials. In addition, any other information identified as confidential when delivered by FRANCHISEE shall be deemed Confidential Information. Confidential Information shall not include,

however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of INDIVIDUAL; (ii) INDIVIDUAL can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure by FRANCHISEE pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by COMPANY or FRANCHISEE as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve INDIVIDUAL of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. INDIVIDUAL understands FRANCHISEE's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between INDIVIDUAL and FRANCHISEE with respect to the Trade Secrets and other Confidential Information.

2. <u>Confidentiality/Non-Disclosure</u>

a) INDIVIDUAL shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of FRANCHISEE, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, INDIVIDUAL must take all steps reasonably necessary and/or requested by FRANCHISEE to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. INDIVIDUAL must comply with all applicable policies, procedures and practices that FRANCHISEE has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) INDIVIDUAL's obligations under paragraph 2(a) of this Agreement shall continue in effect after termination or expiration of INDIVIDUAL's relationship with FRANCHISEE, regardless of the reason or reasons for termination or expiration, and whether such termination or expiration is voluntary or involuntary, and FRANCHISEE and/or COMPANY are entitled to communicate INDIVIDUAL's obligations under this Agreement to any future customer or employer to the extent deemed necessary by FRANCHISEE and/or COMPANY for protection of their rights hereunder and regardless of whether INDIVIDUAL or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a The Great Greek Mediterranean Grill Restaurant.

3. <u>Reasonableness of Restrictions</u>

INDIVIDUAL acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of FRANCHISEE, COMPANY, and COMPANY's Trade Secrets and other Confidential Information, the COMPANY's business system, network of franchises and trade and service marks, and INDIVIDUAL waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then INDIVIDUAL shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

4. Relief for Breaches of Confidentiality

a) INDIVIDUAL further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause FRANCHISEE and COMPANY immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, FRANCHISEE and COMPANY shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by INDIVIDUAL of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that FRANCHISEE and COMPANY may have at law or in equity.

b) In addition, in the event of a violation of the covenants contained in the Agreement, the Parties agree that damages for such violations would be difficult to quantify. Due to the difficulty in the quantification of resulting damages, the Parties agree that Company would be entitled to liquidated damages in the amount of $85,500 per event of violation.

5. Miscellaneous

a) This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between INDIVIDUAL, COMPANY and FRANCHISEE with respect to the subject matter hereof. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the Parties.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) **ANY ACTION BROUGHT BY ANY OF THE PARTIES, SHALL ONLY BE BROUGHT IN THE APPROPRIATE STATE OR FEDERAL COURT LOCATED IN OR SERVING PALM BEACH COUNTY, FLORIDA. THE PARTIES WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSES OF CARRYING OUT THIS PROVISION. CLAIMS FOR INJUNCTIVE RELIEF MAY ALSO BE BROUGHT BY COMPANY OR FRANCHISEE WHERE FRANCHISEE IS LOCATED. THIS EXCLUSIVE CHOICE OF JURISDICTION AND VENUE PROVISION SHALL NOT RESTRICT THE ABILITY OF THE PARTIES TO CONFIRM OR ENFORCE JUDGMENTS OR AWARDS IN ANY APPROPRIATE JURISDICTION.**

d) INDIVIDUAL agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the Effective Date and shall be binding upon the successors and assigns of INDIVIDUAL and shall inure to the benefit of FRANCHISEE and COMPANY and their subsidiaries, successors and assigns.

f) The failure of any Party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of the other Parties with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by INDIVIDUAL, FRANCHISEE and COMPANY.

j) The existence of any claim or cause of action INDIVIDUAL might have against FRANCHISEE or COMPANY will not constitute a defense to the enforcement by FRANCHISEE or COMPANY of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon FRANCHISEE or COMPANY pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

Signatures on following page.

IN WITNESS WHEREOF, FRANCHISEE and COMPANY have hereunto caused this Agreement to be executed by its duly authorized officer, and INDIVIDUAL has executed this Agreement, all being done in triplicate originals with one (1) original being delivered to each Party.

WITNESS:

_____

FRANCHISEE:

By:_____
Its:_____
Date:_____

WITNESS:

_____

INDIVIDUAL:

Signature:_____
Name Printed:_____
Date:_____

WITNESS:

_____

COMPANY:

By:_____
Its:_____

EXHIBIT K

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of California only, this Disclosure Document is amended as follows:

1. California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

2. 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 OFFERING CIRCULAR.

3. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

4. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

5. The following paragraph is added to the end of Item 3 of the Disclosure Document:

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

6. The following paragraph is added to the end of Item 6 of the Disclosure Document:

   "With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%."

7. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   "The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void."

8. 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 contains a provision that is inconsistent with the law, the law will control.

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

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

11. The Franchise Agreement requires application of the laws of Florida. This provision may not be enforceable under California law.

12. 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.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

1. THESE 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.

2. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS 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.

3. 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.

4. Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

5. Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

   a. A franchise registration is effective or an offering circular is on file in the following states: _____

b. A proposed registration or filing is or will be shortly on file in the following states: _____

c. No states have refused, by order or otherwise to register these franchises.

d. No states have revoked or suspended the right to offer these franchises.

e. The proposed registration of these franchises has not been withdrawn in any state.

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 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.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Illinois only, this Disclosure Document is amended as follows:

1. The term of this franchise agreement is 35 years.

2. Illinois law governs the agreements between the parties to this franchise.

3. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

4. Section 41 of the Illinois Franchise Disclosure Act provides that 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.

5. Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

6. All of the Franchisor's financial obligations are absolutely and unconditionally guaranteed by FP Franchising, Inc. An executed Guaranty of Performance is included with the financial statements (see Item 21) attached to the Franchise Disclosure Document. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to the Franchisor's financial condition.

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

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

1. Item 5 of the Disclosure Document is amended by adding the following language:

   Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we have secured a surety bond in the amount of Three hundred one thousand dollars ($301,000) with Hartford Fire Insurance Company. A copy of the bond is on file at Maryland's State Authority, Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202. A copy is also attached in Exhibit K.

2. Item 17 of the Disclosure Document is amended by adding the following language:

   a. Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

   b. You are not required to assent to a period of limitations for causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland, other than the period of limitations set forth in that statute. You must bring an action under such law within three years after the grant of the franchise.

   c. You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

   d. The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

3. 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.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

1. The Special Risks to Consider About *This* Franchise is amended by adding the following language:

   "The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history."

2. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1)

any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

4. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

5. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

6. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

7. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

8. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

9. Item 5 of the Disclosure Document is amended by adding the following language:

   "Based upon the franchisor's financial condition, the Minnesota Commissioner of Commerce has required a financial assurance. Therefore, we have secured a surety bond in the amount of $39,500 with Hartford Fire Insurance Company. A copy of the bond is on file with the Commissioner of Commerce, Minnesota Department of Commerce, 85 7th Place East, Suite 280, St. Paul, MN 55101-2198."

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

11. 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.

12. **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.**

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

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

   "INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR 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 FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT."

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

   "Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

   a. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

   b. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

   c. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been

convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

d. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent."

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

"However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied."

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

"You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

"The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York."

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

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

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

1. Per a requirement of the North Dakota Securities Department, the performance of Franchisor's obligations under the Franchise Agreement has been guaranteed by our affiliate, FP Franchising, Inc. pursuant to a Guaranty of Performance.

2. THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

   a. Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

   b. Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

   c. Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

   d. Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

   e. Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

   f. Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

   g. Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

   h. Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

   i. Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

   j. Franchise Agreements that require the franchisee 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.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

"Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act."

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

1. The following statements are added to Item 17(h):

   a. Under 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 do 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.

   b. Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

2. Item 17(t) is amended to read as follows:

   "Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable."

3. 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.

4. 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.

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

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

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

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

2. 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. In any arbitration involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the 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. 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. 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 are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

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

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

19. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling

the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

EXHIBIT L

STATE ADDENDA TO FRANCHISE AGREEMENT

STATE OF CALIFORNIA
ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. The Franchise Agreement is amended by removing Sections 19.1, 19.3, and 19.6-19.9.

2. 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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF HAWAII
ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF ILLINOIS
ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Illinois law governs the Agreement(s).

2. 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.

3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. 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.

5. All of the Franchisor's financial obligations are absolutely and unconditionally guaranteed by FP Franchising, Inc. An executed Guaranty of Performance is included with the financial statements (see Item 21) attached to the Franchise Disclosure Document. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to the Franchisor's financial condition.

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, 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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF INDIANA
ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. To the extent required for the Franchise Agreement to be in compliance with the Indiana Acts, any provision of the Agreement which would have any of the following effects is hereby deleted:

    a. 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 services 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.

    b. 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.

    c. Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

    d. 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.

    e. 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 the Indiana Deceptive Franchise Practices Act 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 subsection (5) does not apply to arbitration before an independent arbitrator.

    f. 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 subsection (6).

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

h. 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.

i. Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three 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.

j. Limiting litigation brought for breach of the agreement in any manner whatsoever.

k. 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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF MARYLAND
ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Notwithstanding any provision of the Agreement to the contrary, as a condition of the sale of a franchise, Great Greek Franchising shall not require a prospective franchisee to agree to a release, assignment, novation, waiver, or estoppel that would relieve Great Greek Franchising or any other person from liability under the Maryland Franchise Law.

3. Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

4. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

5. Notwithstanding any provision of the Agreement to the contrary, Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

6. Sections 18.13 and 19 of the Franchise Agreement do not apply in Maryland.

7. The Franchisee's Ratification does not apply in Maryland.

8. We have posted a surety bond with Hartford Fire Insurance Company. This surety bond is on file with the Maryland Securities Division.

9. 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.

Signatures on following page.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF MINNESOTA
ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. The Franchise Agreement is amended to comply with the following:

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

   b. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

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

   d. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

   e. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

   f. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF NEW YORK
ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

2. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Great Greek Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Great Greek Franchising with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF NORTH DAKOTA
ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Franchise Agreement.

2. The Franchise Agreement (and any Guaranty Agreement) is amended to comply with the following:

    a. Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

    b. Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

    c. Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

    d. Franchisee is not required to consent to liquidated damages or termination penalties.

    e. The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

    f. Franchisee and any Guarantor do not waive a trial by jury.

    g. Franchisee does not waive exemplary and punitive damages.

    h. Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

    i. Franchisee is not required to consent to a limitation of claims. The statute of limitations uder North Dakota law applies.

    j. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Signatures on following page.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF RHODE ISLAND
ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

2. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF VIRGINIA
ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. 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. 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 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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF WASHINGTON
ADDENDUM TO FRANCHISE AGREEMENT AND RELATED AGREEMENTS

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

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

2. 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. In any arbitration involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the 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. 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. 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 are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

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

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

19. The Franchise Agreement is amended by removing Section 6.1(iii).

20. Sections 18.3, 18.13(a), 18.13(e), 18.13(f), and 19 of the Franchise Agreement do not apply in Washington.

21. Section 18.13(f) of the Franchise Agreement is amended by removing the following language:

    "AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED."

22. Sections 19.6, 19.8, 19.9 of the Franchise Agreement is amended by removing the following language:

    "… and Franchisee is not relying on any such statement or promise."

23. Section 19.7 of the Franchise Agreement is amended by removing the following language:

    "… and Franchisee is not relying on any such claim or representation."

24. Section 19.10 of the Franchise Agreement is amended by removing the following language:

    "… which means that any oral or written statements not set out in this Agreement will not be binding."

25. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

EXHIBIT M

STATE ADDENDA TO
MULTI-UNIT DEVELOPMENT AGREEMENT

STATE OF CALIFORNIA
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

In consideration of the execution of the foregoing Multi-Unit Development Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Developer:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF HAWAII
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

In consideration of the execution of the foregoing Multi-Unit Development Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Developer:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF ILLINOIS
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

In consideration of the execution of the foregoing Multi-Unit Development Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Illinois law governs the Agreement(s).

2. 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.

3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. 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.

5. All of the Franchisor's financial obligations are absolutely and unconditionally guaranteed by FP Franchising, Inc. An executed Guaranty of Performance is included with the financial statements (see Item 21) attached to the Franchise Disclosure Document. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to the Franchisor's financial condition.

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, 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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Developer:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF INDIANA
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

In consideration of the execution of the foregoing Multi-Unit Development Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. To the extent required for the Agreement to be in compliance with the Indiana Acts, any provision of the Agreement which would have any of the following effects is hereby deleted:

    a. 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 services 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.

    b. 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.

    c. Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

    d. 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.

    e. 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 the Indiana Deceptive Franchise Practices Act 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 subsection (5) does not apply to arbitration before an independent arbitrator.

    f. 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 subsection (6).

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

h. 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.

i. Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three 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.

j. Limiting litigation brought for breach of the agreement in any manner whatsoever.

k. 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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Developer:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF MARYLAND
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

In consideration of the execution of the foregoing Multi-Unit Development Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Notwithstanding any provision of the Agreement to the contrary, as a condition of the sale of a franchise, Great Greek Franchising shall not require a prospective franchisee to agree to a release, assignment, novation, waiver, or estoppel that would relieve Great Greek Franchising or any other person from liability under the Maryland Franchise Law.

3. Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

4. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

5. Notwithstanding any provision of the Agreement to the contrary, Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

6. We have posted a surety bond with Hartford Fire Insurance Company. This surety bond is on file with the Maryland Securities Division.

7. 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.

Signatures on following page.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF MINNESOTA
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

In consideration of the execution of the foregoing Multi-Unit Development Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. The Agreement is amended to comply with the following:

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

   b. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

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

   d. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

   e. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

   f. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Developer:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF NEW YORK
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

In consideration of the execution of the foregoing Multi-Unit Development Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

2. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Great Greek Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Great Greek Franchising with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Developer:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF NORTH DAKOTA
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

In consideration of the execution of the foregoing Multi-Unit Development Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

2. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

    a. Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

    b. Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

    c. Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

    d. Franchisee is not required to consent to liquidated damages or termination penalties.

    e. The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

    f. Franchisee and any Guarantor do not waive a trial by jury.

    g. Franchisee does not waive of exemplary and punitive damages.

    h. Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

    i. Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

    j. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Signatures on following page.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF RHODE ISLAND
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

In consideration of the execution of the foregoing Multi-Unit Development Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

2. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Developer:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF VIRGINIA
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

In consideration of the execution of the foregoing Multi-Unit Development Agreement with Great Greek Franchising, LLC, the Franchisee hereby acknowledges that:

1. 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. 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 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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Developer:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF WASHINGTON
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

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

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

2. 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. In any arbitration involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the 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. 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. 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 are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

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

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

19. Section 12 of the Multi-Unit Development Agreement does not apply in Washington.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Great Greek Franchising, LLC

By: _____
Print Name/Title**:** _____
Date: _____

Developer:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

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EXHIBIT N

STATE EFFECTIVE DATES

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 Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

EXHIBIT O

DISCLOSURE DOCUMENT RECEIPTS

DISCLOSURE DOCUMENT RECEIPT

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

If Great Greek Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Great Greek Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

Franchise Seller: Michael White and/or the Sales Agent(s) listed below, 2121 Vista Parkway, West Palm Beach, FL 33411, (561) 578-2708.

Issuance Date: August 19, 2026

I received a disclosure document dated August 19, 2026, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Multi-Unit Development Agreement
C. Franchise Agreement
D. General Release Agreement
E. Deposit Receipt
F. Compliance Certification
G. Financial Statements
H. Operating Manual Table of Contents
I. Lists of Current and Former Franchisees
J. Confidentiality and Nondisclosure Agreement
K. State Addenda to Disclosure Document
L. State Addenda to Franchise Agreement
M. State Addenda to Multi-Unit Development Agreement
N. State Effective Dates
O. Disclosure Document Receipts

DATE:_____ _____
(Do not leave blank) **Print Sales Agent(s) Name(s)**

_____ _____
Prospective Franchisee **Signature** Prospective Franchisee **Printed Name**

_____ _____
Prospective Franchisee **Signature** Prospective Franchisee **Printed Name**

_____
Corporate Name: (if applicable)

By:_____ _____
Authorized Corporate Officer **Signature** **Printed** Corporate Officer Name / Title

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