FRANCHISE DISCLOSURE DOCUMENT

MEALS OF HOPE

MEALS OF HOPE LOGISTICS, INC.
A Florida corporation
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Naples, FL 34109
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(239) 537-7775 and (239) 596-8990

We offer qualified individuals and entities a franchise for the right to independently own and operate a for-profit business to recruit event sponsors who will make direct donations to an affiliate for meal-packing events (collectively, the "Approved Products and Services").

The total investment necessary to begin operation of a new Meals of Hope business is $61,050 to $71,925. This amount includes $51,500 that must be paid to us or our affiliate(s).

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, us or an affiliate of ours 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 to you. To discuss the availability of disclosures in different formats, contact our Franchise Department c/o Stephen Popper, (239) 537-7775 and (239) 596-8990. The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

The terms of your Franchise Agreement will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contracts. Read all of your contracts carefully. Show your contracts 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.

The Issuance Date of this disclosure document is: October 21, 2025.

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 G.
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 C 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 Meals of Hope business 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 franchise 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 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.

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 restrictions. 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 that 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 the franchisor by mediation and/or litigation only in Florida. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Florida than in your own state.

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

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

4. **Sales Performance Requirement**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

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

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

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

Meals of Hope Logistics, Inc., the Franchisor in this Disclosure Document, is referred to as "we," "us" or "our." "You" or "your" means the person who buys the franchise and includes your owners and principals if you are a corporation, limited liability company, or other business entity.

The Franchisor

We are a corporation organized under the laws of the State of Florida on August 16, 2021. Our principal business address is 2221 Corporation Blvd, Naples, FL, 34109. We only do business under the name Meals of Hope. Our agents for service of process are listed in Exhibit A to this Disclosure Document. We grant qualified individuals' franchises for the establishment, development, and operation of a for-profit business that recruits event sponsors that will make direct donations to our affiliate (the "Franchised Business"). We have been franchising since September 2021. We do not engage in any other kinds of business and have neither offered nor currently offer franchises in any other line of business.

The Meals of Hope Business

Your Franchised Business will: (a) recruit event sponsors ("Recruiting"); (b) manage the details of the event ("Event Planning"); and (c) sell additional event related services ("Miscellaneous Services") (collectively, the "Approved Products and Services") as needed. Franchisees will receive revenues at a defined rate per meal that is packed at the event they schedule in accordance with Item 6.

Donations will cover the cost to fund local, on average, two-hour packing events that will typically produce anywhere between 10,000 to over 1,000,000 meals per event. Local event sponsors may include groups such as a high school, churches, local businesses, or organizations such as Rotary, the VFW, Future Farmers of America, etc.

Ingredients for each packing event will be shipped by our affiliate, Meals of Hope, Inc., to the event location several days before the packing event takes place. The Franchisee will train several leaders from the event host's organization to help manage the packing event. The packing of meals is undertaken by employees, students or volunteers organized by the event sponsor.

At the conclusion of each packing event, meals are bagged, boxed, and set on pallets. The meals are then transported by the host or picked up by the local food bank or pantry.

Each Franchised Business operates according to our proprietary business system which includes: (a) franchise management software that we specify; (b) a commercial off the shelf site selection software platform; (c) a pre-event planning platform; (d) registration services; (e) a housing management platform; (f) on-site delivery and management; and (g) general procedures for operating and managing a Franchised Business (the "System").

We identify the System by means of certain trade names, service marks, trademarks, logos, emblems, distinctive trade dress, and indicia of origin, including, but not limited to, the mark "Meals of Hope" and such other trade names, trademarks, and service marks as we now designate or may in the future designate in writing for use in connection with the System (the "Proprietary Marks"). We continue to develop, use, and control the use of such Proprietary Marks in order to identify for the public the source of services and products marketed under the Proprietary Marks and System, and to represent the System's high standards of quality, appearance, and service.

Parents, Predecessors and Affiliates

Our parent, Meals of Hope Foundation, Inc., is a 509(a)(3) corporation, and was organized under the laws of Florida on August 16, 2021. Meals of Hope, Inc. has a principal business address at 2221 Corporation Blvd., Naples, FL, 34109.

Our affiliate, Meals of Hope, Inc., is a 501(c)(3) corporation, and was organized under the laws of Florida on June 1, 2009. Meals of Hope, Inc. has its principal business address at 2221 Corporation Blvd, Naples, FL, 34109. Meals of Hope, Inc. is a Non-Profit Corporation that owns and manages food packing events at their warehouses and throughout the United States similar to the Approved Products and Services offered by Franchised Businesses. Since 2007, Meals of Hope, Inc. has packed and distributed more than 70 million meals to organizations throughout the United States helping to address the crisis of food insecurity. Meals of Hope, Inc. owns the rights to the Proprietary Marks associated with the System and has licensed us the right to use them in connection with granting Franchised Businesses.

While these entities were formed in or around June 2009 and August 2021, we have had experience in meal packing since August 17, 2007.

Except as stated above, we do not have any affiliates that: (i) offer or operate franchises in any line of business; or (ii) provide items or services to Franchised Businesses.

Market and Competition

Your Franchised Business will recruit event sponsors and provide event planning services, the Approved Products and Services, as well as any other products and services we approve. Generally speaking, the market for the Approved Products and Services offered by Franchised Businesses is a mature and highly competitive industry and is not seasonal in nature. You will face competition from other businesses selling event planning or other charitable services. Your competitive advantage in the marketplace will be based on your adherence to our System standards and guidelines, as well as your entrepreneurial and managerial abilities, sales aptitude and focus on customer service.

Industry Specific Regulations

The Franchised Business is subject to the laws and regulations in your county, state or municipality regarding the operation of the Franchised Business. You are advised to examine these laws and regulations before purchasing a franchise from us. You must comply with all laws and regulations pertaining to the regulation of advertising and direct mail marketing, including those regarding consumer protection. You are also subject to employment laws such as the Fair Labor Standards Act and various state laws governing such matters as minimum wages, overtime and working conditions. You will also be subject to other laws or regulations that are not specific to the industry, but applicable to businesses generally, including labor laws, insurance requirements, business licensing laws and tax regulations, and the Americans with Disabilities Act.

National Accounts

We have a national account program in which we have the exclusive right to negotiate and enter into agreements to provide services to regional or national account customers ("National Accounts"). We may offer you the option to service National Accounts in the Territory but may also service such National Accounts ourselves or contract with a third-party, including another franchisee, to perform such services in your Territory.

ITEM 2
BUSINESS EXPERIENCE

Stephen Popper – President and CEO

Stephen Popper has served as our President and CEO since our inception. Mr. Popper has also been the President and CEO of our affiliate, Meals of Hope, Inc., in Naples, Florida since August 2007.

Geoff Goodman – Senior Strategic Advisor

Geoff Goodman has served as our Senior Strategic Advisor since January 2024. Mr. Goodman is also the CEO of Franchise Founders in Miami, Florida, and has held this position since November 2023. Prior to that time, Mr. Goodman served as President/COO of Franchise Founders in Miami, Florida from May 2022 to November 2023. Mr. Goodman also previously served as the (i) CEO of Fresh Brothers Pizza in El Segundo, California from December 2019 to May 2022, and (ii) Executive Consultant of Ulterior Motives International in Dallas, Texas from May 2019 to December 2019.

John C. Day – Vice President of Franchise Operations

John Day has served as our Vice President of Franchise Operations since October 2023. From August 2021 to October 2023, Mr. Day served as our Director of Franchise Operations. Mr. Day was previously the Director of Foundry Operations for Analog Devices, Inc. from June 1983 – April 2020 in Boston, Massachusetts. Mr. Day also previously provided Manufacturing Subcontracted Services to Silver Linings Industries LLC in Needham, MA from September 2020 to April 2021.

Samantha Sheffield – Board Member

Samantha Sheffield has served as one of our Board Members since our inception. Ms. Sheffield is also the CFO of Bay Colony Golf Club in Naples, FL and has held this position since October 2019. Prior to that, she was the CFO of the Florida SouthWestern State College Foundation in Ft. Myers, from April 2019 to October 2019.

Jacques Groenteman – Chairman of the Board

Jacques Groenteman has served as our Chairman of the Board since our inception. Mr. Groenteman also serves as a Realtor for John R. Wood Properties in Naples, FL and has held this position since December 2001.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item**.**

ITEM 5
INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee amounting to $40,000 (the "Initial Franchise Fee") in full upon execution of your Franchise Agreement. The Initial Franchise Fee is deemed fully earned upon payment and is not refundable under any circumstances. The Initial Franchisee Fee is applied uniformly to all of our franchisees, except as otherwise described in this Item. If you purchase a second franchise within one (1) year of the date you purchased your first franchise, the Initial Franchise Fee shall be $30,000. If you purchase a third franchise within one (1) year of the date you purchased your first franchise, the Initial Franchise Fee shall be $20,000. Thereafter, any additional franchise that you purchase shall receive a discount of $10,000 off of the then-current Initial Franchise Fee.

From time to time, the Franchisor may discount the Initial Franchise Fee to organizations that have conducted packing events prior to joining the System. These are typically entities that have only run packing events in their own organizations.

Initial Inventory/Initial Packing Event

Upon execution of the Franchise Agreement, you must pay our affiliate, Meals of Hope, Inc., $11,500 to purchase 50,000 meals for the Initial Inventory/Initial Packing Event, which must occur within 60 days after the completion of the Initial Training Program. You will not receive any Program Sales in connection with the Initial Packing Event. This is a tax-deductible donation and is deemed fully earned upon payment and is not refundable under any circumstances.

ITEM 6
OTHER FEES

Name of Fee[1]	Amount	Due Date	Remarks
Program Sales	Currently, you will receive between $0.05 - $0.09 per meal sold to a sponsor (the "Program Sales"). Currently, you will receive between $0.03 - $0.05 per meal sold to a sponsor outside of your Territory. Currently, you will receive between $0.03 - $0.05 per meal sold to a National Account.	Within three (3) business days of receiving payment from the sponsor	Remitted via EFT to you within three (3) days of receiving the payment from the sponsor(s) of a packaging event. This amount may be reduced if you negotiate a lower rate with the sponsor in accordance with our standard policies. Program Sales may also increase or decrease depending on the cost per meal packed but will not increase or decrease by more than $.01 per meal. You will not receive any Program Sales in connection with the Initial Packing Event. Program Sales are net of all other fees including the Brand Fund Fee. See Notes 1, 2 and 3, including definition for "Gross Sales."

Name of Fee[1]	Amount	Due Date	Remarks
Minimum Program Sales	After the first six months post the Initial Launch Event, should the amount of meals packed fall below a 15,000/month average for any three-month period, a $1,000 minimum Program Sales payment will be due from you to us for each month that you fail to achieve 15,000 meals in a month.	As incurred	Payable to us
Brand Fund Contribution	Five percent (5%) of the Program Sales of each packing event	Automatically deduced from your Program Sales at the end of each event.	We have established and maintain a Fund designed to promote/market/advertise our brand, Proprietary Marks and System. The Brand Fund Fee will be deducted from your Program Sales payment at the completion of each packing event. See Notes 1, 2 and 3.
Local Advertising	Up to 2% of the Program Sales of each packing event. Currently, 0%.	As incurred	If required, you must adequately market and promote the services offered through the System and Franchised Business. We reserve the right to require you to spend up to two percent (2%) of your Program Sales on local advertising on an annual basis (the "Local Advertising Requirement"). All Local Advertising must be approved by us prior to implementation.
Audit Fee	Our costs and expenses in conducting audit.	Upon billing after audit.	If audit reveals that you have underreported the Program Sales of your Franchised Business by 2% or more for any designated reporting period. See Note 4.
Transfer Fee (no change in majority shares or primary owner)	$1,000	Payable prior to obtaining our consent to your proposed transfer.	There are other conditions that you and the proposed transferee must meet for us to approve any proposed transfer/assignment.
Transfer Fee (new franchisee)	$10,000	Payable prior to obtaining our consent to your proposed transfer.	There are other conditions that you and the proposed transferee must meet for us to approve any proposed transfer/assignment.
Transfer Fee (existing	$5,000	Payable prior to obtaining our consent to your	There are other conditions that you and the proposed transferee must meet in order for us to approve any proposed transfer/assignment.

Name of Fee[1]	Amount	Due Date	Remarks
franchisee)		proposed transfer.	
Renewal Fee	$5,000	We reserve the right to charge a Renewal Fee prior to renewal.	There are other conditions that you must meet for us to approve your renewal request.
Additional Training Fee/Onsite Assistance Fee	Our then-current training tuition fee, which is currently $400/day for each trainer we provide (the "Additional Training Fee").	As incurred.	In addition to our then-current Additional Training Fee, you must reimburse us for any expenses we incur in providing on-site or other special assistance to you or your personnel. This fee will not be charged in connection with minor, day-to-day assistance that we provide over the phone or via email, subject to our availability. Please see Item 11 of this Disclosure Document for additional information.
Assistance for Larger Packing Events	Rate structure varies depending on number of meals per event	As incurred.	If you need more assistance than what we would normally provide for larger packing events (e.g., 100,000 or more meals).
Technology/ Software Fees	Then-current fees charged by third-party suppliers Currently, these fees are approximately $200/month.	As invoiced.	We require that you use certain computer software and technologies in connection with the site selection services, accounting and franchise operations you will provide. Please see Item 11 of this Disclosure Document for additional information.
Testing of Products or Approval of New Suppliers	The amount Franchisor incurs in reviewing and evaluating the alternate supplier	Upon demand.	This amount covers the cost of Franchisor testing new products or inspecting new suppliers that you propose to us.
Fees on Default and Indemnity	Attorneys' fees, costs, interest, audit costs, default fees.	Upon demand.	Payable in addition to other payments to us.
Costs and Attorneys' Fees	Will vary according to circumstance.	Upon demand.	You must reimburse us for our attorneys' fees and any court costs that we are forced to incur in connection with enforcing or protecting our rights under your Franchise Agreement.
Indemnification	Will vary according to circumstance.	Upon demand.	You must reimburse us for our attorneys' fees and other costs that we incur in connection with any third-party claims brought against us that arise out of, or are related to, the operation of your Franchised Business.

Name of Fee[1]	Amount	Due Date	Remarks
Insurance Reimbursement	Will vary according to circumstance.	Upon demand.	If you fail to obtain required insurance, we may obtain such insurance at your expense (but are not required to do so) and charge you a service fee to do so. Otherwise, these payments are made directly to your third-party insurance provider.
Mystery Shopper	Up to $250/per visit	Upon demand; payable via a reduction from Program Sales	If we schedule a third-party mystery shopper at your packing events.

Explanatory Notes

Generally. Except as otherwise stated in this Item, all fees listed in this Item 6 Chart are imposed by, and payable to, us and are uniformly imposed on all of the franchisees in our System. These fees are payable in U.S. dollars and are non-refundable unless otherwise stated in this Item.

1. **Program Sales and Other Fees.** All Gross Sales (as defined below) from your Franchised Business are paid to and collected by us, not you. Within three (3) business days of receiving the donation from an event sponsor, we will pay you (via electronic funds transfer to an account specified on the Electronic Funds Withdrawal and Deposit Authorization attached as an exhibit to the Franchise Agreement) a rate per meal of between $0.05 - $0.09 (the "Program Sales"), less the Fund Contribution, and we will retain the remainder. However, if meals are shipped and an event is subsequently canceled, we will charge the sponsor our then-current restocking fee and refund the sponsor less costs sold. You will not receive Program Sales if an event is canceled. You must provide us with advance written notice of any change to the information related to your EFT Account. We reserve the right to modify the rate per meal with a 30-day notice.

2. **Collection Interval.** We reserve the right to change the interval at which we remit your Program Sales less the Fund Contribution and other recurring fees remitted by or payable to us or our affiliates under the Franchise Agreement upon written notice to you. For example, we may change the interval from a per event to a weekly or monthly basis. Regardless, you are required to provide us with a predicted revenue report in the form provided by us detailing the amount of Gross Sales you predict to earn in the upcoming month based on sponsors booked) and other information that we reasonably require (the "Gross Sales Report") on the fifth (5th) day of each month. We may also require you to use a Computer System and/or related software that provides us with automatic access to such Gross Sales Reports.

3. **Definition of Gross Sales.** "Gross Sales" means the total revenue generated by your Franchised Business, including all revenue generated from the sale and provision of any and all Approved Products and Services at or through your Franchised Business and all proceeds from any business interruption insurance related to the non-operation of your Franchised Business, whether such revenues are evidenced by cash, check, credit, charge, account, barter or exchange. "Gross Sales" does not include (a) tips received by personnel at the Franchised Business, (b) any sales tax and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, or (c) the value of any allowance issued or granted to any client of the Franchised Business that is credited in good faith by Franchisee in full or partial satisfaction of the price of the Approved Products or Services.

4. **Right to Inspect/Audit.** We have the right to inspect your books and other financial information associated with your Franchised Business during the term of the Franchise Agreement. If we conduct an audit and it reveals that you have underreported your Gross Sales by two percent (2%) or more, then we may require you to (a) pay the Audit Fee as well as the costs we incur in connection with conducting the audit of your Franchised Business (including any fees paid to auditors and/or attorneys), and/or (b) provide us with annual audited financial statements regarding the operation of your Franchised Business.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee[1]	$40,000	Lump sum	At signing of Franchise Agreement	Us
Lease, utility & security deposits[2]	$0 - $375	Lump sum	As incurred	Third-party suppliers
Initial Inventory/Initial Packing Event[3] (This is a tax-deductible donation)	$11,500	As agreed	First 30 Days of Operating	Meals of Hope, Inc.
Mobile Phone, Computer Equipment and Software[4]	$0 - $1,000	As agreed	Before opening	Third-party suppliers
Furniture and Fixtures[5]	$50 - $850	As agreed	Before opening	Third-party suppliers
Vehicle[6]	$0 - $1,500	As agreed	Before opening	Third-party suppliers
Pallet Jack	$400	As agreed	Prior to first event	Third-party supplier
Licenses and Professional Services[7]	$1,100 to $2,300	As agreed	Prior to opening	Governmental authorities; services Providers
Prepaid Insurance Premium[6]	$2,500 to $3,000	Lump Sum	Before opening	Insurance carrier or agent
Training Expenses[8]	$500 to $1,000	As agreed	As incurred	Hotels, restaurants, services providers
Additional Funds (3 months)[9]	$5,000 to $10,000	As agreed	Before opening and during the first 3 months of operation	Various
Total	**$61,050 to $71,925**			

Unless otherwise noted, all amounts listed in the tables above are non-refundable. We do not finance any portion of your initial investment.

Notes:

1. **Initial Franchise Fee.** The Initial Franchise Fee is the same for all similarly situated franchisees. Please see Item 5 for details on the Initial Franchise Fee. The Initial Franchise Fee is not refundable and neither we nor our affiliates finance this initial investment, in whole or in part. As part of your Initial Franchise Fee, provide you with the equipment necessary to service a 50,000-meal packing event.

2. **Lease, Deposit, Security Deposit.** Our standard offering assumes that you will operate the Franchised Business from a home office. The low end of this estimate assumes that you will operate the business from a home office.

3. **Initial Inventory/Initial Packing Event.** You will be required to pay our affiliate $11,500 to purchase 50,000 meals for the Initial Inventory/Initial Packing Event, which must occur within 60 days after the completion of the Initial Training Program. This is a tax-deductible donation. The Initial Packing Event will serve as your grand opening advertising. You are obligated to market your Franchised Business and the Approved Products and Services you offer by locating potential customers and inviting them to participate in the Initial Packing Event. We reserve the right to require you to purchase advertising materials from an Approved Supplier designated by us. You will not receive any Program Sales in connection with the Initial Packing Event.

4. **Computer Equipment and Software.** The Franchised Business is operated with a general-purpose laptop computer and software (including any proprietary/CRM software). This equipment must be fully dedicated to the Franchised Business. The low estimate assumes that you already have a laptop computer that can be dedicated to the business. The high estimate assumes that you must acquire all of the required equipment to dedicate to the business.

5. **Furniture and Fixtures.** This includes basic office equipment, supplies, furniture, and other office supplies.

6. **Vehicle.** You will be required to obtain a vehicle that meets our standards and specifications in the operation of the Franchised Business. The low amount of this estimate assumes that you already own a vehicle that meets our standards and specifications.

7. **Licenses and Professional Services.** These fees are representative of the costs for engagement of professionals such as attorneys and accountants for the initial review and assistance consistent with the start-up of a Franchised Business. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this Disclosure Document and the Franchise Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as part of starting your Franchised Business. We require that you form a legal entity to operate your Franchised Business.

8. **Prepaid Insurance Premium.** This estimate is for the cost of deposit in order to obtain the minimum required insurance, which is described in Item 8. You should check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may want to carry.

9. **Training Expenses.** This estimate is for the cost for one (1) person to attend the initial training

program held in the Southwest Florida area (or other mutually agreed upon location) as well as costs incurred to attend a meal packing event to be held at the region of your Franchised Business. We do not charge tuition for training up to two owners, but you will be responsible for all costs associated with attending the initial training program for you and your other owner, if any. Your costs will depend on the number of people attending training, method of travel, class of accommodation and living expenses (food, transportation, etc.). The duration of the training program at corporate is approximately 1-2 days. This estimate does not include cost of labor.

10. **Additional Funds.** This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three (3) months after commencing operations. This estimate includes such items as additional advertising, marketing and/or promotional activities, miscellaneous supplies and equipment, and other miscellaneous items. We relied on the experience of our Affiliate as well as estimates provided from third-party suppliers to compile these estimates.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must only offer and sell the Approved Products and Services, and any other products and services that we may in the future designate in connection with the system, in strict conformance with our methods, standards, and specifications. Our methods, standards, and specifications are prescribed in our confidential "Brands Standards Manual" and various other confidential manuals and writings prepared by us for your use in operating a Franchised Business (collectively the "Manuals"). We may periodically change our standards and specifications at our sole discretion.

Approved Products and Services

You may only market and sell Approved Products and Services through your Franchised Business. Currently, the Approved Products and Services consist of (a) recruiting event sponsors; (b) researching, negotiating, and contracting event venues on behalf of the client, (c) managing the details of the event, budget, transportation, sponsors/speakers, audiovisual aspects, and any other specific details as needed, and (d) selling additional event related services as needed. You agree not to sell any products or services through your Franchised Business that we discontinue or otherwise notify you that you are no longer able to sell immediately upon receipt of notice from us. Our standards and specifications for all Approved Products and Services are described in detail in the Manuals and other training materials.

All items used in the operation of the Franchised Business must meet our standards and specifications. All of our standards and specifications are communicated to you in writing. We may amend our Manuals to include new specifications or standards, post changes of our standards and specifications to our website or communicate these standards and specifications via email or another electronic medium. If we have approved suppliers for any item, you must obtain the item from our approved suppliers.

Approved Suppliers

In order to: (i) better assure the quality of the Approved Services and Products; (ii) assure the supply or quality of the Approved Services and Products; and/or (iii) enable us, in our sole discretion to take advantage of marketplace efficiencies, we have the right to designate approved or designated suppliers for any other products or services required to operate the Franchised Business. We have the right to require that you purchase these items from only from us, our affiliates, or other suppliers or distributors approved or designated by us (collectively, the "Approved Suppliers"). We have the right, with written notice to you, to make us, our affiliate or any third party an approved or designated supplier for any Approved Products

or Services or other products or services associated with or necessary to operate the Franchised Business. You (or the sponsor) are required to purchase 100% of the ingredients, bags and boxes from our affiliate, Meals of Hope, Inc., which is a 501(c)(3) corporation. You are required to purchase disposable supplies such as gloves, masks, hand sanitizer, and tote liners from our approved supplier(s). You are required to purchase equipment used in packing events such as sealers, funnels, stands from us. Besides ownership interest in us, our officers do not own an interest in any approved supplier.

You must offer services and products in the manner we prescribe, provide quality customer service, and otherwise operate your Franchised Business so as to emulate and enhance the image intended by us for the System.

Your obligations to purchase or lease certain products or services from us or other suppliers we designate, or under our standards and specifications, are all considered "Required Purchases." We estimate that your Required Purchases will account for approximately 95% of your total costs incurred in establishing your Franchised Business, and approximately 90% of your ongoing costs to operate the Franchised Business after the initial start-up phase.

We and our affiliates reserve the right to derive revenue from your Required Purchases. We did not derive any revenue from franchisee required purchases during the 2024 calendar year.

Our affiliate, Meals of Hope, Inc. derived $908,004 in revenue from franchisee required purchases during the 2024 calendar year.

We do not currently have any purchasing arrangements in place where we receive revenue, rebates, or other material consideration based on the required purchases or leases. We may, but are not obligated to, negotiate purchase arrangements with suppliers for the benefit of franchisees.

Alternative Product or Supplier Approval

Where we have designated certain products, services and/or suppliers, you must use those products, services, or suppliers, as applicable. We may, but are not obligated to, allow you to purchase or obtain products that are not Approved Products and Services, or otherwise purchase an Approved Product or Service from an alternative supplier that has not been previously approved or recommend by us in the Manual. In the event you wish to purchase any approved item from an unapproved supplier, you must provide us with the name, address and telephone number of the proposed supplier, a description of the item you wish to purchase, and purchase price of the item, if known. At our request, you must provide us with a sample of the item you wish to purchase for testing purposes. If you wish us to approve an unapproved supplier, we have the right to inspect the supplier's facilities. If we incur any costs in connection with testing a particular product or evaluating an unapproved supplier at your request, you or the supplier must reimburse our reasonable testing costs, regardless of whether we subsequently approve the item or supplier. We will notify you of our approval or disapproval in writing within six (6) months of receiving all requested information. Any product, service, or supplier not approved within six (6) months will be deemed disapproved. New suppliers may be required to enter into confidentiality, non-disclosure, and/or exclusivity contracts with us. Our criteria for approval of a particular supplier or product will be made available upon written request.

We are not required to approve any particular product, service, or supplier. We have certain criteria for selecting alternate suppliers and we may base our approval of any proposed product, service, or supplier considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation we deem necessary or desirable in our System as a whole. We will

consider not only the quality of the particular product, but also the supplier's production and delivery capability, overall business reputation, and financial condition. We have the right to receive payments from suppliers on account of their dealings with you and other franchisees and to use all amounts we receive without restriction (unless instructed otherwise by the supplier) for any purposes we deem appropriate. We will not approve an unreasonable number of suppliers for a given item, which approval might, in our reasonable judgment, result in higher costs or prevent the effective or economical supervision of approved suppliers. We may revoke our approval of particular products or suppliers when we determine, in our sole discretion, that such products or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you must cease purchasing products from such suppliers. You must use products purchased from approved suppliers solely in connection with the operation of your Franchised Business. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Proprietary Marks. The revocation of a previously approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Advertising and Promotional Materials

We must approve all advertising materials that you use in the operation of the Franchised Business. You may be required to use us or our affiliate(s) as an approved supplier for advertising materials.

Insurance

You must purchase and maintain the types and amounts of insurance that we specify in the Operations Manual. Currently, you must purchase and maintain the following types and amounts of insurance: (a) general liability insurance to cover the Franchised Business and premises in the minimum amount of $1,000,000 in the aggregate, and (b) any other insurance required by law. You must obtain the requisite insurance from an insurance company with a Best's Insurance Guide minimum rating of A- or better. If you choose to lease office space, you must maintain any additional insurance required by your landlord or under applicable law. You must furnish us with certificates of insurance (or, at our request, copies of all insurance policies), evidencing the existence and continuation of the insurance coverage required by the Franchise Agreement upon the opening of your Franchised Business. All policies must contain a waiver of subrogation in our favor, and must name us, our affiliates, and any additional parties that we or the sponsor designate as additional insured (except with regards to workers' compensation insurance). You or your insurance carrier must notify us of any reductions in coverage or cancellation 30 days before such reduction or cancellation will be in effect.

Computer Hardware and Software

You must purchase or have available computer hardware and software that meet our System standards and specifications. Specifically, you must purchase the following hardware: (i) a laptop computer; (ii) scanner/printer; (iii) Microsoft Office Suite; (iv) one (1) smart phone; and (v) our proprietary software (defined below). We also reserve the right to require you to use our designated Customer Relationship Management ("CRM").

We reserve the right to require you to use our proprietary event management software in connection with the events planned by your Franchised Business (the "Proprietary Software"). If required, you will use the Proprietary Software for office correspondence, email, research, manage social media, manage client relationships, issue requests for proposals for events, and financial reporting and accounting. Please see Item 11 of this disclosure document for additional information regarding our computer hardware and software purchasing requirements.

Purchasing and Distribution Cooperatives

We currently do not have any purchasing or distribution cooperatives; however, we reserve the right to establish these types of cooperatives in the future. We may negotiate certain purchase arrangements (including price terms) for the purchase of certain items with suppliers for the benefit of franchisees.

Franchisee Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8, however, you do not receive any further benefit (for example, renewing your Franchise Agreement or granting additional franchises) as a result of your compliance with these requirements or your compliance with purchasing particular products or services or use of designated or approved suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

The table lists your principal obligations under the Franchise Agreement 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 Franchise Agreement	Item of Disclosure Document
a. Site selection and acquisition/lease	1.2 and 7.1	Items 7, 11 and 12
b. Pre-opening purchases/ leases	7.1 and 7.4	Items 7 and 8
c. Site development and other pre-opening requirements	6, 7 and 9	Items 6, 7, 8 and 11
d. Initial and ongoing training	6, 7, and 8	Item 11
e. Opening	7.3	Items 11
f. Fees	2, 3, 7, 12 and 14	Items 5, 6, 7, and 11
g. Compliance with standards and policies/ Operations Manual	6 and 7	Item 8 and 11
h. Trademarks and proprietary information	4, 5, 6, and 7	Items 13 and 14

Obligation	Section in Franchise Agreement	Item of Disclosure Document
i. Restrictions on products/ services offered	1 and 7	Item 8, 12 and 16
j Warranty and customer service requirements	6 and 7	Item 15
k. Territorial development and sales quotas	3.4	Items 12 and 17
l. Ongoing product/ service purchases	7.4 and 7.5	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	7	Items 6, 8 and 11
n. Insurance	9	Items 6 and 8
o. Advertising	7 and 12	Items 6 and 11
p. Indemnification	13.2	Item 6
q. Owners' participation/ management/staffing	7	Items 11 and 15
r. Records and reports	3, 10 and 11	Item 6
s. Inspections and audits	7 and 11	Items 6 and 11
t. Transfer	14	Item 17
u. Renewal	2	Item 17
v. Post term obligations	13.2, 16 and 17.2	Item 17
w. Noncompetition covenants	17	Item 17
x. Dispute resolution	18	Item 17

ITEM 10
FINANCING

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

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ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM AND TRAINING

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

A. Pre-Opening Obligations.

Before you open your Franchised Business, we will provide you with the following assistance:

1. Provide you with specifications and requirements for equipment, inventory, supplies, hardware, software and other materials, as applicable, required to operate your Franchised Business, as well as with a list of Approved Suppliers. We will only directly provide you with an initial number of business cards and marketing materials for use in connection with your Franchised Business. (Franchise Agreement, Section 6.2).

2. As part of your Initial Franchise Fee, provide you with the equipment necessary to service a 50,000-meal packing event. (Franchise Agreement, Section 3.1).

3. Loan you one (1) copy of our confidential Manual, which is currently 216 pages. You must operate the Franchised Business in accordance with the Manual(s) and all applicable laws and regulations. The Manual(s) may be amended or modified to reflect changes in the System. You must keep the Manuals confidential and up-to-date and may not copy any part of any Manual. (Franchise Agreement, Section 6.1). The table of contents for our Operations Manual as of the issuance date of this Disclosure Document is attached to this Disclosure Document as Exhibit F. J

4. Provide you and up to one (1) additional owner or family member with initial training, which you must attend and complete to our satisfaction within 60 days of signing the Franchise Agreement. (Section 8.1 of the Franchise Agreement). We will provide this training to you and your additional owner tuition-free, but you are solely responsible for all costs and expenses you (and all other attendees) incur in connection with attending the initial training program, including travel, lodging, meals and employee wages. We estimate that the initial training program will be conducted over a period of 1-2 consecutive days, approximately eight (8) hours each day, for a total of 8-16 hours. The initial training program will be conducted both at (a) our corporate offices in Naples, Florida, as well as the surrounding area, or another site we designate, and (b) your Approved Location. Should you and/or your other owner/family member fail to complete the initial training program to our satisfaction, we may permit you to send a replacement owner or family member (the "Replacement Personnel") to the next available initial training program. Training programs are conducted quarterly. We may charge a tuition fee of $400/day for such Replacement Personnel attending an initial training program. (Franchise Agreement, Section 8.1).

5. Provide you with our specifications for certain other goods, supplies and services that Franchisee must purchase in connection with the establishment and ongoing operation of the Franchised Business. As appropriate, we will provide you with a list of our designated and/or approved suppliers for such goods and services. (Franchise Agreement, Section 6.2).

Your other employees, if any, may be trained by you, or at your request, and subject to the availability of our personnel, we will train your additional personnel at our headquarters at our then-current tuition fee, which is currently $400 per day per person. We also reserve the right to require additional training programs and refresher courses as we deem necessary, at our aforementioned tuition fee of $400 per person per day. All training related expenses for your additional personnel, including transportation to and from the training site, lodging, meals, and salaries during training, are your sole responsibility. We will provide you with training materials for you to use in training your personnel, which will include a copy of the Operations Manual. Only our provided training materials may be used by you in training your personnel, and they will at all times remain our property, and you must agree not to challenge our or our affiliates' title or rights in or to the training materials. You may not make any disclosure, duplication or other unauthorized use of any portion of the training materials. (Franchise Agreement, Section 8.2).

We do not currently have a set training schedule, but the components of our Initial Training Program will be made available on an as-needed basis subject to the availability of your personnel. The Initial Program must be completed at least one (1) week prior to opening the Franchised Business. The initial training program will be supervised by Stephen Popper. Our training staff and their experience with us or our affiliates and the industry is shown in the chart below. The minimum amount of experience any trainer will have in the industry is one (1) year.

Training Personnel	Years of Experience with Franchisor/Affiliates	Years of Experience in Industry
Stephen Popper	19 Years	19 Years

The following is a Training Chart providing additional details about our initial training program:

TRAINING PROGRAM

Subject	Classroom (Hours)	On the Job (Hours)	Training Location(s)
Meals of Hope Welcome, Warehouse Tour, Mission, History	1.5	0	Naples, FL
Overview of the Pre-Opening Process	1	0	Naples, FL
Description of Meals	1	0	Naples, FL
Food Safety	2	0	Naples, FL
Using the CRM and Sales Procedures	2	1	Naples, FL
Preparing for Events, including ordering meals, communicating with home office, etc.	2	0	Naples, FL
Running and Event, including crowd control, room layout	2	0	Naples, FL

Subject	Classroom (Hours)	On the Job (Hours)	Training Location(s)
Event Follow Up	1	0	Naples, FL
Observation and Participation in Event	0	3	Southwest, FL or other mutually agreed upon location
Operational and Franchise Reporting	1	0	Naples, FL
Marketing the Business	2	0	Naples, FL
TOTAL HOURS	**15.5**	**3**	

B. Site Selection Assistance and Opening

1. If you have enough space and an organized workspace at home, we expect that you would work from a home office dedicated to the Franchised Business. We will permit you to operate your Franchised Business from a separate commercial office space (for example, a storage location) if it meets our then-current standards, which include the characteristics of the surrounding area and rent costs (Franchise Agreement, Section 1.2). We will use our best efforts to approve or disapprove your proposed commercial office site within 30 days from the date you submit your proposal along with any other information relating to the site which we may reasonably require. You may not relocate the Franchised Business without our prior written permission. We do not typically own or lease to you the premises from which you will operate. (Franchise Agreement, Section 1.3).

2. We estimate that it will take approximately thirty (30) to sixty (60) days from signing the Franchise Agreement for you to open your Franchised Business and conduct the Initial Packing Event. The actual length of this period will depend upon factors such as whether you choose to operate your business from home or lease or otherwise obtain commercial office space, whether you can acquire acceptable financing arrangements, when you attend and complete training, and time necessary to obtain zoning permits, licenses, and variances in your area. Under the Franchise Agreement, you must commence operations of the Franchised Business and conduct the Initial Packing Event within ninety (90) days of signing the Franchise Agreement. You must conduct the Initial Packing Event within sixty (60) days of when you complete the Initial Training Program. (Franchise Agreement, Sections 7.3 and 15.3.3).

C. Post-Opening Obligations

After you open your Franchised Business, we will provide you with the following assistance:

1. Provide you with continuing consultation and advice as we deem necessary and appropriate regarding the management and operation of the Franchised Business. We will provide such assistance, at our discretion, by telephone, facsimile, intranet communication and on-site visits. If you require and request additional on-site assistance from us, subject to the availability of our personnel, we will provide you with such assistance at the cost of our then-current tuition fee per day (currently $400 per person per day) plus expenses, including our travel and lodging expenses. (Franchise Agreement, Sections 6.3 and 6.4).

2. To assist you in the operation of Franchised Business, we may offer additional training programs to you and/or your employees at our then current training tuition rate. You are responsible for your expenses and your employees, including transportation to and from the training site and lodging,

meals, and salaries during such training. Furthermore, we may require you and your employees to attend additional training for up to five (5) days per year, at a location to be selected by us. We reserve the right to charge a tuition fee for any additional or ongoing training that we provide. (Franchise Agreement, Sections 6.4 and 8.3).

3. Upon your request, or as we deem necessary in our sole discretion, we may provide on-site training or consultation at the location of your Franchised Business, subject to the availability of our personnel. If we provide such assistance, you will be solely responsible for paying us our then-current assistance fee, which is currently $400 per instructor per day, as well as any expenses we incur in providing such assistance. (Franchise Agreement, Section 6.4).

4. Revise and update the Manuals, as we deem necessary or prudent in our sole discretion, which may, among other things, provide new operational concepts and ideas. We may provide you with these updates through various media, including electronically. (Franchise Agreement, Section 6.1).

5. We will administer and maintain the Brand Development Fund as described in further detail below. (Franchise Agreement, Section 12.3).

D. Advertising and Marketing

Brand Development Fund

We have established the Brand Development Fund. We require you to participate in and contribute on a per event basis to the Fund in an amount of five percent (5%) of the Program Sales of the Franchised Business (the "Fund Contribution") in the manner we prescribe, and we will increase the amount of the Fund Contribution not more frequently than once per calendar year. If we require you to contribute to a Fund, we will deduct the Fund Contribution from the Program Sales payment owed to you. We have the right to require that a purchasing and distribution cooperative and/or a franchisee advisory council be formed, changed, dissolved, or merged. (Franchise Agreement, Section 12.3).

We will use contributions to the Fund, in our sole discretion, to develop, produce and distribute national, regional and/or local advertising and to create advertising materials and public relations programs which promote, in our sole judgment, the products and services offered by the System. We have the sole right to determine contributions and expenditures of the Fund, or any other advertising program, and the sole authority to determine, without limitation, the selection of the advertising materials and programs; provided, however, that we will make a good faith effort to expend the Fund's contributions in the general best interests of the System on a national or regional basis. Nevertheless, you acknowledge that not all System franchisees will benefit directly or on a pro rata basis from the Fund's expenditures, and we are not required to spend a specific amount on advertising in your area.

We may use the Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including the cost of preparing and producing television, radio, online, magazine and newspaper advertising campaigns, the cost of direct mail and outdoor billboard advertising; the cost of public relations activities and advertising agencies; the cost of developing and maintaining an Internet website and other digital promotional activities; the cost of holding a convention, and personnel and other departmental costs for advertising that we internally administer or prepare. If we do not spend all of the Fund Contributions in the year they are collected, we will carry over the remaining amount to be spent in the following year. We reserve the right to use the Fund's contributions for public relations or recognition of the Meals of Hope brand and for the creation and maintenance of a web site, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating "Franchises Available." Sales materials, if developed, may be sold to franchisees

at a reasonable cost. (Franchise Agreement, Section 12.3.1).

We have the right to reimburse ourselves from the Fund contributions for such reasonable costs and overhead, if any, as we may incur in activities reasonably related to the direction and implementation of the Fund. (Franchise Agreement, Section 12.3.1). Company-owned units may but will not be obligated to contribute to the Brand Fund. (Franchise Agreement, Section 12.3.2).

We will prepare on an annual basis and will have available for you within one hundred and twenty (120) days of the end of the fiscal year, a statement of contributions and expenditures for the Fund, which will be provided to you upon your written request. The Fund is not required to be independently audited. (Franchise Agreement, Section 12.3.3).

During the 2024 calendar year, we expended the Brand Fund as follows: (i) 65% on online marketing, and (ii) 35% on the website.

Advertising Council

Currently, we do not have an advertising council composed of franchisees (the "Advertising Council"), but we reserve the right to do so in the future. If we establish an Advertising Council, it will serve in an advisory capacity to us with respect to certain advertising expenditures, including providing advice/guidance on how to administer the Brand Fund. At our discretion, the Advertising Council will be selected by us and may be composed of our management representatives, employees, you and/or other franchisees in the System. We will have the right to modify or dissolve the Advertising Council (if created) at any time. (Franchise Agreement, Section 12.5).

Initial Packing Event

You will be required to pay our affiliate $11,500 to purchase 50,000 meals for the Initial Inventory/Initial Packing Event, which must occur within 60 days after the completion of the Initial Training Program. This is a tax-deductible donation. The Initial Packing Event will serve as your grand opening advertising. You are obligated to market your Franchised Business and the Approved Products and Services you offer by locating potential customers and inviting them to participate in the Initial Packing Event. We reserve the right to require you to purchase advertising materials from an Approved Supplier designated by us. You will not receive any Program Sales in connection with the Initial Packing event. (Franchise Agreement, Section 12.4).

Local Advertising and Marketing

You must adequately market and promote the services offered through the System and Franchised Business. We may require you to spend up to two percent (2%) of your Program Sales on local advertising on an annual basis (the "Local Advertising Requirement"). (Franchise Agreement, Section 12.1).

If required, you must spend the Local Advertisement Requirement as we prescribe in the Manuals or otherwise in writing, which may include, without limitation, requirements for placing a certain number of and/or type(s) of media advertisements. Your Local Advertising Requirement must be expended regardless of the amount(s) spent by other franchisees on local advertising. You may spend any additional sums on local advertising that you wish. You must use only such advertising and promotional materials as have been previously approved by us. Upon our request, you must submit a report and/or proof of your expenditures on local advertising and marketing to us. (Franchise Agreement, Section 12.1).

If you wish to use any advertising or promotional materials other than those currently approved for use by System franchisees, then you must submit the materials you wish to use to us for our prior written approval

at least twenty (20) days prior to your intended use or publication. We will use commercially reasonable efforts to notify you of our approval or disapproval of your proposed materials within ten (10) days of the date we receive it from you. If you do not receive our written approval during that time period, the proposed materials shall be deemed disapproved. Once approved, you may use the materials for a period of ninety (90) days unless we withdraw or revoke or approval at an earlier time, which we may do at any time with written notice. (Franchise Agreement, Section 12.1).

Cooperatives

We do not reserve the right under your Franchise Agreement to form a cooperative and you are not obligated to participate in a local or regional advertising cooperative.

E. Website and Internet Presence

1. You must have and maintain adequate hardware and software in order to access the Internet at the bit speed we require from time to time. We have established a website, www.mealsofhope.org, that provides information about Meals of Hope, the System and our products and services. We also have the right, but not the obligation, to create interior pages on our website(s) that contain information about your Franchised Business and Meals of Hope franchisees. If we do create such a page, we may require you to prepare all or a portion of the page for the Franchised Business, at your sole expense, and may require you to use a template that we provide. All such information will be subject to Franchisor's approval prior to posting. Franchisor will be the web master of such pages, either directly or through a third party, and have sole discretion and control over the website. (Franchise Agreement, Sections 12.2.2 and 12.2.3).

2. Unless you obtain our prior written consent, you are prohibited from establishing or maintaining a separate website, or otherwise maintaining a splash page or other presence on the Internet through any social networking site in connection with the operation of your Franchised Business, including without limitation, Facebook, LinkedIn, Plaxo, Instagram, Twitter and YouTube, that uses any variation of the Proprietary Marks or references the System. If you seek and obtain our approval to create a separate website or other web presence, you must: (i) establish and operate the website according to our standards and policies as we describe the Manuals or otherwise in writing from time to time; and (ii) utilize any templates that we provide to you to create and/or modify your site(s). (Franchise Agreement, Section 12.2.3).

3. We have the right to modify our policies regarding both our and your use of Internet websites as we deem necessary or appropriate for the best interests of the System. (Franchise Agreement, Section 12.2.3). We are the lawful, rightful, and sole owner of the Internet domain name www.mealsofhope.org, and we or our affiliate will be the sole registrant of any domain names we decide to register in connection with the System in the future. You are prohibited from registering any domain name that contains words used in, or similar to, any trademark or service mark owned or used by us or our affiliate, or any colorable variation thereof (including any abbreviation, acronym, phonetic variation, or visual variation). (Franchise Agreement, Section 12.2.5).

F. Computer Hardware and Software

We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, software and hardware be used by you in the operation of the Franchised Business (the "Computer System"). (Franchise Agreement, Section 7.7).

You must purchase or have readily available any computer hardware, software and peripherals that meet our System standards and specifications. Currently, you must purchase the following hardware: (i) a laptop

computer; (ii) scanner/printer; (iii) Microsoft Office Suite; (iii) one (1) smart phone; and (iv) our proprietary software (as applicable).

We also reserve the right to require you to use our designated Customer Relationship Management ("CRM").

We reserve the right to require you to purchase Proprietary Software to use for your franchised operations, and we reserve the right to designate another program in the future. We do not have a specified vendor for the hardware computer requirements but reserve the right to specify a vendor from whom you must purchase any or all of the computer requirements.

We have the right, but not the obligation, to develop or otherwise designate: (i) computer software programs, in addition or to replace Proprietary Software, that you must use in connection with any component of the Computer System (the "Required Software"), which you must install at your sole expense; (ii) updates, supplements, modifications, or enhancements to the Required Software, which you must also install at your expense; (iii) the tangible media upon which you record data; and (iv) the database file structure of the Computer System. (Franchise Agreement, Section 7.8.2). At our request, you must purchase or lease, and thereafter maintain, the hardware necessary to support Required Software. You agree, at your own expense, to keep your Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to your Computer System or Required Software as we direct from time to time in writing. You must keep all computer hardware and software up to date at all times. There is no limitation on the cost or the frequency to update the computer hardware and software. (Franchise Agreement, Section 7.8.3). We estimate that the cost to obtain your Computer System, the Proprietary Software (as applicable) and any Required Software will range between $0 to $1,000. We may require you to enter into license agreements to use certain software programs, including Microsoft Office and Adobe Acrobat. You currently must pay a monthly software fee of up to $200, which is subject to change. Neither we, our Affiliate, nor any third party have any obligation to provide ongoing maintenance, repairs, upgrades, or updates to the computer hardware and/or software.

You expressly agree that all data that you input into your Computer System, or that we input on your behalf and at your direction, including all financial or rate information concerning agreements with Meals of Hope clients, shall be true and accurate to the best of your knowledge. We have the right to independently obtain data or information from your Computer System, including from any Proprietary Software, and we have the right to audit your business records. There is no contractual limitation on our right to access your Computer System. (Franchise Agreement, Sections 7 and 11).

You are required to participate in any System-wide computer network, intranet system, or extranet system that we implement and may be required to use the computer network, intranet system, or extranet system to, among other things: (i) submit your reports due under this Agreement to us on-line; (ii) view and print portions of the Manuals; (iii) download approved local advertising materials; (iv) communicate with us and other System franchisees; and (v) to complete initial or ongoing training as we designate. (Franchise Agreement, Section 7.7.5).

ITEM 12
TERRITORY

Approved Location

You must operate your Franchised Business from an Approved Location, which will generally be a home office and/or a storage facility, as applicable. We will permit you to operate your Franchised Business from a separate commercial office space if your proposed site meets our then-current standards. We will use our best efforts to approve or disapprove your proposed commercial office site within 30 days from the date

you submit your proposal along with any other information relating to the site which we may reasonably require. We will identify your Approved Location on the Data Sheet to your Franchise Agreement. You may not relocate the Franchised Business without our written consent, which we will not unreasonably withhold provided that the new location meets our then-current criteria for an Approved Location.

Territory

You will be granted a territory from within which to operate ("Territory") based on geographic boundaries, streets, or other criteria. The typical Territory will contain a population of up to two (2) million people. You will not be permitted to solicit event hosts, market, or conduct packing events outside of the Territory, unless approved in writing by us. If a host of a packing event that has run events with any of our affiliates prior to you being located in the Territory wishes to run another event, then you may assist with the event but would receive a lower Program Sales rate as defined by us, in our sole discretion. If you solicit a host in your Territory, but the host wants to run the event in the Territory of another franchisee, then the commission will be split between you (who booked the event) and the franchisee that runs the event. If you solicit a host in your Territory, but the host wants to run the event outside of your Territory (and not in the Territory of another franchisee), then either our affiliate will run the event and you will split the commission with the affiliate or you may run the event, with our permission at your own expense and receive all commission from the event. If another franchisee has a host that wishes to run an event in your Territory, then you will run the event and split the commission with that franchisee.

You are required to notify us of any event where meals will be packed so we or our Approved Supplier can supply you with the necessary ingredients. We will assist you in your first large meal packing event (200,000 or more meals) at no additional cost. We will then reserve the right to provide additional assistance for subsequent events and charge you a rate for such assistance. The rate will be maintained in the Operations Manual.

If you find yourself in a competitive situation, you may request that the event host be charged a lower price per meal for the packing event. If approved by us or our affiliate, the lower price difference will be split between you and our affiliate.

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.

You will not be permitted to pack or sell meal kits to anyone other than those participating in packing events approved by Franchisor.

Rights Reserved by Us

You expressly understand and agree that we and our affiliates will have the right, in our sole discretion, to: (a) to own, acquire, establish, and/or operate, and license others to establish and operate, Franchised Businesses at any location regardless of their proximity to your Approved Location or their impact on your Franchised Business; (b) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts or related items, or in alternative channels of distribution, including the sale of products and services via the Internet, without regard to location; (c) acquire, merge with, engage in joint ventures with, or otherwise affiliate with, and thereafter own and operate and franchise others the right to own and operate, any business of any kind, including businesses that offer products and services that are similar to those provided by the Franchised Business, at any location, or be acquired by any type of business; and (d) engage and license the right to engage in any other activities not expressly prohibited in the Franchise Agreement, including event planning and site selection services. We also expressly reserve the exclusive right to offer any product or service via e-commerce, to establish an independent website or to

establish a URL incorporating the Proprietary Marks or any variation thereof, or to distribute, market, or implement our products and services in any channel of distribution not specifically identified in the Franchise Agreement.

The Franchise Agreement does not grant you any right to engage in any of the activities outlined in the preceding paragraph, to receive any compensation from us or to share in any of the proceeds received by us, our affiliates, our parent, or any third party from these activities. The Franchise Agreement does not contain any provisions under which you might receive any options, rights of first refusal, or similar rights to acquire additional franchises.

We have a national account program in which we have the exclusive right to negotiate and enter into agreements to provide services to National Account customers. We may offer you the option to service National Accounts in the Territory but may also service such National Accounts ourselves or contract with a third-party, including another franchisee, to perform such services in the Territory. You do not have the right to enter into regional or National Accounts without our prior written consent.

Minimum Performance Requirements

Franchisees must achieve minimum performance requirements in their Territory each year, based on a minimum number of meals packed according to the table below:

Year	Meals
1	600,000
2	1,000,000
3	1,400,000
4	1,800,000
5 and each year thereafter	2,200,000

If you fail to reach this minimum performance requirement, we reserve the right to (i) require that you participate in additional training, or (ii) reduce the size of your Territory, or (iii) terminate the Franchise Agreement by written notice to you.

We have the right to annually evaluate the financial performance of your Franchised Business. As previously disclosed, we have unrestricted access to your Computer System, including unrestricted access to view and pull reports from your accounting online account. Your Territory will be listed in Exhibit A of the Franchise Agreement.

ITEM 13
TRADEMARKS

You will have the limited right to use the Proprietary Marks we designate for use in connection with the System. Our affiliate, Meals of Hope, Inc., has filed applications with the United States Patent and Trademark Office for the following marks, which are associated with our System and are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

MARK	REGISTRATION NUMBER	REGISTRATION DATE	REGISTER
MEALS OF HOPE	6699235	April 12, 2022	Principal
	5846304	September 13, 2022	Principal
HOLIDAYS WITHOUT HUNGER	6701286	April 12, 2022	Principal
COMMUNITIES COMING TOGETHER TO END HUNGER!	6707465	April 19, 2022	Principal

Our affiliate has also filed an application with the USPTO for the following mark which is currently pending:

MARK	SERIAL NUMBER	FILING DATE	REGISTER
	99219313	June 5, 2025	Principal

We do not have a federal registration for the trademark in the table above. Therefore, this mark does not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark above is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We derive our right to use the marks above, as well as certain other Proprietary Marks, from a perpetual, royalty-free license agreement that we entered into with our affiliate, under which we obtained the right to use, and license others the right to use, these marks and the other Proprietary Marks used in connection with our System and Meals of Hope franchises.

All affidavits required to preserve and renew the foregoing Proprietary Marks have been and will be timely filed. There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court; no pending interference, opposition, or cancellation proceedings; nor any pending material litigation involving any the Proprietary Marks. Currently, there is no litigation pending or otherwise that limits our ability to use or license the Proprietary Marks to you or any other franchisee. Other than the license agreement disclosed above, there are no other agreements that will affect our right to use, and license you to use, the Proprietary Marks in any manner material to the System.

Your right to use the Proprietary Marks granted under the Franchise Agreement is non-exclusive, and we retain the right, among others: (i) to use the Proprietary Marks in connection with selling products and services; (ii) to grant other licenses for the Proprietary Marks; and (iii) to develop and establish other systems using the Proprietary Marks, similar marks, or any other marks, and to grant licenses thereto without providing any rights therein to you.

You expressly understand and acknowledge that: (i) we or our affiliates or licensors own all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and we have the right to use, and license others to use, the Proprietary Marks; (ii) the Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System; (iii) during the term of the Franchise Agreement and after its expiration or termination, you will not directly or indirectly contest the validity of, or our ownership of, or right to use and to license others to use, the Proprietary Marks; (iv) your use of the Proprietary Marks does not give you any ownership interest or other interest in or to the Proprietary Marks; (v) any and all goodwill arising from your use of the Proprietary Marks will inure solely and exclusively to our benefit, and upon expiration or termination of the Franchise Agreement, no monetary amount will be assigned as attributable to any goodwill associated with your use of the System or the Proprietary Marks. We have the right to substitute different Proprietary Marks for use in identifying the System and the Franchised Business operating thereunder. You must discontinue using all Proprietary Marks which we have notified you, in writing, have been modified or discontinued within ten (10) days of receiving written notice and, at your sole cost and expense, must promptly begin using such additional, modified or substituted marks.

You must use only the Proprietary Marks which we designate and must use them only in the manner we authorize and permit. You must use the Proprietary Marks only for the operation of the Franchised Business and only at the Approved Location and in advertising for the Franchised Business. You will use all Proprietary Marks without prefix or suffix and in conjunction with the symbols "TM," "SM," "S," or "R," as applicable. You may not use the Proprietary Marks in connection with the offer or sale of any services or products which we have not authorized for use in connection with the System. You may not use the Proprietary Marks in connection with any other business activities that fall outside the scope of the Franchise Agreement. You may not use the Proprietary Marks as part of your corporate or other legal name. All "d/b/a" or other fictitious names under which you propose to do business must be approved by us in writing before use. You must identify yourself as the owner of the Franchised Business (in the manner we prescribe) in conjunction with any use of the Proprietary Marks including, without limitation, on invoices, order forms, receipts, customer forms and questionnaires, business stationery, and advertisements, as well as at any other locations as we may designate in writing. Your right to use the Proprietary Marks is limited to such uses as are authorized under the Franchise Agreement, and any unauthorized use thereof will constitute an infringement of our rights. You will not use the Proprietary Marks to incur any obligation or indebtedness on our behalf.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks and any proprietary software we may now or hereafter designate for use in connection with the System, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks, the proprietary software, and Operations Manual. You will execute all documents we deem necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of our rights to the Proprietary Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, we will bear the cost of such defense, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, you will bear the cost of such defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Proprietary Marks, you will execute any and all documents and do such acts that may, in our opinion, be

necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, we agree to reimburse you for your out-of-pocket costs in performing such acts.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any registered patents or pending patent applications that are material to the franchise. We do, however, claim common law copyright and trade secret protection for several aspects of the franchise System including our recipes, Manuals, training materials, advertising, and business materials.

There are no current determinations, proceedings or litigation involving any of our copyrighted materials. Should you become aware that any unauthorized third party is using any of our copyrighted materials, we request that you notify us of such unauthorized use. We may revise our System and any of our copyrighted materials in our discretion and may require that you cease using any outdated copyrighted material. You will be responsible for printing any revised or new advertising, marketing, or other business materials.

We are not contractually required to protect any patent or copyright or to defend you against claims arising from your use of any patented or copyrighted items. At this time, we are not aware of any patent or copyright infringement that could materially affect you.

During the term of the Franchise Agreement, you will receive information which we consider trade secrets and confidential information. You may not, during the term of the Franchise Agreement or any time after that, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any of these trade secrets, copyrighted materials, methods and other techniques and know-how concerning the operation of the Franchised Business (the "Confidential Information"). You may divulge such Confidential Information only to your employees who must have access to it in order to fulfil their employment obligations.

Any personnel having access to any of our Confidential Information to sign our then-current form of confidentiality and non-competition agreement or a form approved by us under which these individuals agree that they will maintain the confidentiality of information they receive in connection with their employment and restrict their right to work for a competitor while they are employed by you. This confidentiality agreement, which will be in a form that we prescribe, will identify us as a third-party beneficiary to the agreement and will give us independent enforcement rights.

The Franchise Agreement provide that if you, your employees, or principals develop any new concept, process or improvement in the operation or promotion of any Franchised Business, you will promptly notify us and provide us with all necessary related information, without compensation. Any new concept, process or improvement will become our sole property and we will be the sole owner of all patents, patent applications, trademarks, copyrights, and other intellectual property rights related to such new concepts. You and your principals will assign to us any rights you may have or acquire in new concepts you or your employees develop, including the right to modify such concept, process or improvement, and otherwise will waive and/or release all rights of restraint and moral rights to any new concepts you or your employees develop. You and your principals agree to assist us in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and further agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights. You and your principals will irrevocably designate and appoint us as your agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or

other intellectual property rights related to any such concept, process or improvement. In the event that these provisions in the Franchise Agreement are found to be invalid or otherwise unenforceable, you and your principals will grant to us a worldwide, perpetual, non-exclusive, fully paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent the Franchise Agreement, directly or indirectly infringe on your rights to the new concepts.

We may revise any of our copyrighted materials at our discretion and may require that you cease using any outdated item or portion of the Manuals.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

You, as a principal of the Franchisee entity, must personally supervise the day-to-day operations of the Franchised Business and must complete our Initial Training Program. You may not hire an on-premises supervisor to supervise the day-to-day operations of the Franchised Business. You must devote your personal full-time attention and best efforts to the management and operation of the Franchised Business. We have the right to require all employees we designate, as well as their spouses, to be bound by the confidentiality and non-compete covenants of the Franchise Agreement and you will be required to have these individuals execute the Confidentiality and Restrictive Covenant Agreement attached as an Exhibit to the Franchise Agreement.

It is important to note that we are not your employer, and that you will have the right to control all decisions related to recruiting, hiring, or firing any personnel conducting any of the Approved Services at your Franchised Business. Please note that nothing in this Disclosure Document or any agreement you enter into with us will create any type of employer or joint employer relationship between (a) you and/or your personnel, and (b) us.

You may employ Associate Contractors to help recruit event hosts and run meal packing events. At your discretion, these Associates may be 1099 contractors or W-2 employees. You will be required to conduct appropriate background checks as required in the Operations Manual for all Associate Contractors used by the Franchised Business.

If you are an individual, then your spouse will also be required to sign the Franchise Agreement or, in the alternative, form of Personal Guaranty attached to the Franchise Agreement as an Exhibit (the "Guaranty"). If you are a business entity (limited liability company, corporation, partnership, etc.), then (a) each of your shareholders, members, and/or partners (the "Owners"), as applicable, must sign the Guaranty, and (b) at our option, the spouses of each such Owner must sign the Guaranty.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale, and only sell the Approved Products and Services that we approve or specify in the operation of your Franchised Business. You may not offer for sale any products or services that we have not approved. We have the right to change the types of authorized products and services and there are no limits upon our right to do so. You agree not to sell any products or services from your Franchised Business that we discontinue or otherwise notify you that you are no longer able to sell, immediately upon receipt of notice from us.

The Franchise Agreement does not grant you the right to: (i) any right to offer any product or service via e-

commerce without our prior written approval; (ii) any right to establish an independent website or to establish a URL incorporating the Proprietary Marks or any variation thereof; or (iii) any right to distribute, market, or implement our products and services in any channel of distribution not specifically identified in the Franchise Agreement.

Currently, you must use our affiliate, Meals of Hope Inc., as the only Approved Supplier for all materials for meal packing events that you are permitted to offer and use from your Franchised Business.

All products you use or offer at your Franchised Business must comply with our standards and specifications. Our standards and specifications are set forth in the Manuals, which are revised from time to time. You are responsible for ensuring that your Franchised Business meets these standards at all times. You understand and acknowledge that our Approved Products and Services must not be associated with any disreputable business in order to preserve the goodwill and integrity of the System. As such, you agree that you will not solicit, or accept orders from any business that is engaged in activities that would reflect poorly on our brand, Proprietary Marks, and System. We reserve the right to reject a proposed order or sale to such a Meals of Hope client, as we deem necessary in our sole discretion.

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 AGREEMENT	SUMMARY
a. Length of the franchise term	2.1	Five (5) years from the date the Agreement is executed.
b. Renewal or extension of term	2.2	Two (2) additional five (5) year term.
c. Requirements for franchisee to renew or extend	2.2	In order to renew, you must meet the following conditions: (a) notify us of your intent to renew at least thirty (30) days prior to expiration of the current term; (b) not be in breach of any provision of the Franchise Agreement, or any other agreement between you and us, or our affiliates, parent or approved/designated suppliers and vendors, and you have substantially complied with all such agreements during their respective terms, including paying all amounts owed to us and our affiliates in a timely manner; (c) execute our then-current form of Franchise Agreement, the terms of which may vary materially from the terms of your Franchise Agreement; (d) sign a general release; (e) have consistently operated your Franchised Business in accordance with all existing federal, state, and local laws, regulations and ordinances and maintained all permits and licenses necessary for the continued operation of your Franchised Business; (f) satisfy our then-current training requirements for renewing franchisees, at your sole expense; (g) pay a renewal fee; and (h) meet your minimum performance requirements.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
d. Termination by franchisee	Not Applicable.	Not Applicable.
e. Termination by franchisor without cause	Not Applicable.	Not Applicable.
f. Termination by franchisor with cause	15.1 through 15.4	We may terminate your agreement upon your default and, in some instances, failure to cure. Termination is effective upon delivery of written notice, except as otherwise provided in the Franchise Agreement. If you have any events scheduled and the Franchise Agreement is terminated, you will not receive a Program Fee for the events.
g. "Cause" defined – curable defaults	15.3 15.4	The following are curable defaults under the Franchise Agreement, provided you cure the default within fifteen (15) days of our notice: (i) nonpayment of any sums due us, our affiliates or any of our System suppliers/vendors; (ii) your failure to immediately endorse and deliver to us any payments due us from any third party that are erroneously made to you; (iii) failure to commence operations in the time period prescribed in Section 7.3; (iv) you fail to maintain the prescribed months, days or hours of operations at the Franchised Business; (v) if you, in our sole discretion, fail to personally supervise day-to-day operations of the Franchised Business or fail to employ a sufficient number of qualified, competent personnel as we prescribe; (vi) your failure to maintain the strict quality controls reasonably required by this Agreement and/or the Manuals; (vii) you conduct yourself in a manner that, although not criminal, reflects adversely on the System, the Marks, or the products offered through the System; (viii) you fail to procure or maintain any licenses, certification or permits necessary for the operation of the Franchised Business; or (ix) you fail to achieve minimum performance requirements. We have the right to terminate the Franchise Agreement after providing notice and a thirty (30) day period to cure if your fail to perform or comply with any one or more of the terms or conditions of the Franchise Agreement or any ancillary agreements between you and us or our affiliates.
h. "Cause" defined – non-curable defaults	15.1	The Franchise Agreement will automatically terminate without notice or opportunity to cure upon the occurrence of any of the following: (i) if you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Franchised Business; (ii) if proceeding are commenced to

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		have you adjudicated bankrupt or seek your reorganization under any state or federal bankruptcy or insolvency law and such proceeding are not dismissed within sixty (60) days, or a trustee is appointed for you or the Franchised Business without your consent and the appointment is not vacated within sixty (60) day; or (iii) your attempt to make an unauthorized transfer of the Franchised Business in violation of Section 14.
	15.2	We have the right to terminate the Franchise Agreement upon notice and without opportunity to cure upon the occurrence of any of the following defaults: (i) you or one of your principal(s) are convicted of, or plead guilty or no contest to, a felony or other offense related to the operation of the Franchised Business or which we believe, in our sole discretion, is likely to have an adverse effect on our Proprietary Marks or the goodwill associated therewith; (ii) you or your principal(s) commit any fraud or misrepresentation in the operation of the Franchised Business, including a misrepresentation (financial or otherwise) made in completing your franchise application; (iii) if you or your principals make any misrepresentation or omission in connection with your application, including but not limited to, any financial misrepresentation; (iv) you fail to complete initial training; (v) we send you 2 or more written notices to cure in any 12 month period; (vi) you or your principals materially breach any other agreement between you and us, or our affiliates, or threaten any such breach, and fail to cure such breach within any permitted period for cure; (vii) if you or your principals misuse the Marks or any Confidential Information; (viii) you violate the in-term restrictive covenant in the Franchise Agreement; (ix) if a levy of writ of attachment or execution or any other lien is placed against you or your principals or any of their assets and such lien is not released or bonded within 30 days; (x) you or your principals become insolvent: (xi) you abandon the Franchised Business; (xii) you offer any unauthorized and unapproved products or services at or from the Franchised Business; (xiii) you order or purchase supplies, signs, furnishings, fixtures, equipment or inventory from an unapproved supplier or supplier which we have not approved; (xiv) you misuse the Required Software, currently in use or later developed; (xv) you fail to maintain the required insurance; (xvi) you fail, within fifteen (15) days after notification of non-compliance by federal, state or local government authorities to comply with any law or regulation applicable to the Franchised Business; (xvii) if government action is taken against you that results in any obligation upon us or is not in our best interests, is uneconomical or would result in us having an unintended relationship or obligation; (xviii) you fail to comply with the anti-terrorist provisions of the

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		Franchise Agreement; (xix) you take, for personal use, any assets or Property of the Franchised Business; or (xx) there are insufficient funds in your bank account to cover a check or EFT payment to us 2 or more times within any 12-month period.
i. Franchisee's obligations on termination/non-renewal	16.1	Upon termination or expiration of the Franchise Agreement, your obligations include: (i) immediately cease all operations of the Franchised Business; (ii) immediately pay all amounts owed us, our affiliates and our major suppliers; (iii) cease all use of the Proprietary Marks, de-identify the Franchised Business and otherwise cease holding yourself or the Franchised Business out as part of our System; (iv) immediately return all proprietary materials, including the Manual(s), confidential information and any other materials displaying our Proprietary Marks, to us and allow us and permanently cease all use of these materials; (v) surrender all stationery, printed matter, signs, advertising materials and other items containing the Marks and all items which are a part of the trade dress of the System as we direct, no later than 5 days after the termination or expiration; (vi) immediately cease using all telephone and facsimile numbers and listings, as well as any permitted domain names; (vii) amend or cancel any assumed name, business name or equivalent registration which contains any trade name or other Marks we licensed to you and furnish to us evidence showing your compliance with this obligation within 15 days after the termination, expiration or transfer; (viii) comply with the post-termination covenants; (ix) cease to use in advertising or in any other manner, any methods, procedures or techniques associated with us or the System; (x) permit us to make a final inspection of your books and records; (xi) execute from time to time any necessary papers, documents, and assurances to effectuate the intent of Section 16 of the Franchise Agreement; and (xii) cease to communicate with all prospective, former and current customers of the Franchised Business.
j. Assignment of contract by franchisor	14.3	There are no restrictions on our right to assign the Franchise Agreement.
k. "Transfer" by franchisee - defined	14.1	A sale, transfer or assignment will be deemed to occur if the Franchisee attempts to sell, transfer, assign or encumber Franchisee's interest in the Franchised Business.
l. Franchisor approval of transfer by franchisee	14.1	Any transfer requires our prior written consent.
m. Conditions for franchisor approval of transfer	14.3.2	We may condition our approval of any proposed transfer upon satisfaction of the following occurrences: (i) all of your monetary obligations to us, our affiliates and designated/approved suppliers and vendors are satisfied; (ii)

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		you cure all existing defaults under the Franchise Agreement or any other agreement between you and us or our affiliates or designated/approved suppliers; (iii) you and your principals and the transferee execute a general release; (iv) you or transferee provides us with a copy of the executed purchase agreement; (v) the transferee demonstrates that he or she meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under the Franchise Agreement; (vi) transferee executes our then-current franchise agreement; (vii) you or transferee pays our transfer fee; (viii) the transferee completes our training; (ix) you and your principals and the members of their respective families comply with the post-termination provisions of the Franchise Agreement; (x) the transferee obtains all permits and licenses required for the operation of the Franchised Business; (xi) lessors or other parties must have consented to the proposed transfer, if required; (xii) the transfer is in compliance with all applicable laws; (xiii) the purchase and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Franchised Business; and (xiv) you request that we provide the prospective transferee with our current form of disclosure document. Our approval of the transfer shall not constitute a waiver of any claims we may have against the transferring party. We may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise. We have the right to disclose to any prospective transferee such revenue reports and other financial information concerning you and your Franchised Business.
n. Franchisor's right of first refusal to acquire franchisee's business	14.3.1	We have the right to match any *bona fide* third-party offer to buy your franchise rights, assets or controlling interest that is the subject of a proposed transfer. We may exercise this right of first refusal within thirty (30) days of the date you provide us with a copy of the third-party offer and any other information that we request. If we do not exercise this option, you must complete the transfer to the third-party within sixty (60) days, subject to the conditions set forth in Section 14. Otherwise, we will once again have our right of first refusal.
o. Franchisor's option to purchase franchisee's business	16.3	Upon your termination, we may purchase personal property used in connection with the operation of the Franchised Business by: (i) providing you with notice of our election to do so within sixty (60) calendar days of the expiration/termination of your Franchise Agreement; and (ii) pay you the book value

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		for such personal property within sixty (60) days of providing you with this notice.
p. Death or disability of franchisee	14.2.1	Upon the death, disability or incapacitation of your principal officer, member, or manager, the personal representative of such person shall have the right to continue operation of the Franchised Business if: (i) within 180 days from the death/disability/incapacity, the representative has obtained our prior written approval and has executed our then-current form of franchise agreement for the unexpired terms of the franchise, or has otherwise furnished a personal guaranty of any business entity franchisee's obligations to us and our affiliates; and (ii) this person successfully completes our then-current Initial Training Program, which will be provided at our then-current training tuition rate.
	14.2.2	We may, but are not obligated to, operate the Franchised Business during the 180-day period following your death/incapacity/disability, and we may pay ourselves a reasonable amount to reimburse us for providing management services and our other costs.
q. Non-competition covenants during the term of the franchise	17.1	During the term of the Franchise Agreement, neither you, nor your owners, officers, directors, principals nor any member of the their immediate families may directly or indirectly: (i) own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business that offers the Approved Products and/or services or event-planning services, including, but not limited to, site-selection for the venue for the event, managing the details of the event, and managing the website for the event and/or services authorized or offered for sale by System franchisees ("Competing Services"); (ii) employ or seek to employ any person who is at that time employed by us or our affiliates or any other System franchisee, or otherwise directly or indirectly induce or try to induce an employee to leave his or her employment with us our affiliates or other System franchisees; (iii) solicit any current, former, or prospective clients solicited by your Franchised Business or any other client that you become aware of result of access to our System and other franchisees, and attempt to provide such clients with Competitive Services; or (iv) use any information regarding the Meals of Hope System with the direct or indirect purpose of providing Competing Services.
r. Non-competition covenants after the franchise is terminated or expires	17.2.1	For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee nor Franchisee's officers, directors, or principals, nor any member of the immediate family of Franchisee or Franchisee's officers,

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
	17.2.2	directors, or principals, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation enter into any business competing in whole or in part with Franchisor by granting franchises or licenses for businesses offering Competing Services: (i) within the Territory; (ii) within a twenty-five (25) mile radius of (a) the perimeter of the Territory, (b) any other System business (whether franchised or company-owned) that is open or under development as of the date this Agreement is terminated or expires (or as of the date Franchisee assigns this Agreement), or (c) any other territory granted by Franchisor to open franchised business(es) under the Marks as of the date this Agreement expires or its terminated For a period of two (2) years after the expiration, transfer or termination of this Agreement, regardless of the cause, neither Franchisee or Franchisee's principals, nor any member of the immediate family of Franchisee or Franchisee's principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation: (a) Solicit business from customers, contact persons at event places or other venues contracted with by Franchisee during the term of this Agreement, or contact any of Franchisor's suppliers or vendors for any competitive business purpose (regardless of location); or (b) Solicit any of Franchisor's employees, or the employees of Franchisor's affiliates or any other System Franchisee to discontinue employment thereat.
s. Modification of the agreement	22.1	The Franchise Agreement may not be modified except by a written agreement that both of us sign; however, we can unilaterally modify or change our Manuals and System, as we deem advisable in our sole discretion.
t. Integration/ merger clause	22.1	Only the terms of the franchise agreement and other related written documents are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. 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.
u. Dispute resolution by arbitration or mediation	18.2 18.3	All claims arising under the Franchise Agreement must first be brought to our management to determine whether the dispute can be resolved by Internal Dispute Resolution at our corporate headquarters. At our option, any disputes and claims that are not resolved by

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		Internal Dispute Resolution must, at our option, be submitted to mediation. The mediation will take place in Naples, Florida, under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. We will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether we or our affiliates elect to exercise the option to submit such claim or dispute to mediation. You may not commence any action against us or our affiliates with respect to any such claim or dispute in any court unless we fail to exercise our option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by us. Our right to mediation, as set forth herein, may be specifically enforced by us. Each party shall bear its own cost of mediation, except that we will share the mediator's fees with you equally. This agreement to mediate will survive any termination or expiration of the Franchise Agreement. The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in Section 18.3 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information; or (ii) any of the restrictive covenants contained in this Agreement.
v. Choice of forum	18.4	For those claims that are not subject to mediation, as well as those claims that are not resolved through mediation, litigation must only be brought in a competent court of general jurisdiction located in Naples, Florida or, if appropriate, the United States District Court for the Middle District of Florida (subject to applicable state law).
w. Choice of law	18.1	Florida law governs all claims arising out of the Franchise Agreement, except for those claims arising under the Lanham Act regarding our Proprietary Marks or other claims specifically governed by federal law (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure to promote our System.

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.

As of December 31, 2024, there were four franchisees operating in a total of six Territories (each, a "Franchised Location") and one affiliate-owned location (the "Affiliate-Owned Location").

The Financial Performance Representation in this Item 19 details the historical number of meals packed by the Affiliate-Owned Location during the 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024 calendar years (collectively, the "Measurement Period"). The Affiliate-Owned Location is located in Naples, Florida and packs meals in Tampa/South Florida as well as the United States as a whole.

Part I of this Item sets forth the number of meals the Affiliate-Owned Location packed during the 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024 calendar years throughout the United States.

Part II of this Item sets forth the number of meals the Affiliate-Owned Location packed during the 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024 calendar years in Tampa/South Florida, which is representative of the size of a Territory that you will receive under our current form of Franchise Agreement.

Part III of this Item sets forth the number of meals the four Franchised Locations operating in a total of six Territories packed during the 2024 calendar year.

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PART I: TOTAL MEALS PACKED BY THE AFFILIATE-OWNED LOCATION DURING THE MEASUREMENT PERIOD THROUGHOUT THE UNITED STATES

Calendar Year	2016	2017	2018	2019	2020	2021	2022	2023	2024
Meals Packed	6,441,856	8,261,863	8,514,175	10,206,587	3,195,429	6,678,653	9,357,000	10,651,361	13,655,881

PART II: TOTAL MEALS PACKED BY THE AFFILIATE-OWNED LOCATION DURING THE MEASUREMENT PERIOD IN TAMPA/SOUTHWEST FLORIDA

Calendar Year	2016	2017	2018	2019	2020	2021	2022	2023	2024
Meals Packed*	3,222,880	3,512,568	3,429,323	3,324,746	652,888	1,023,864	2,298,961	1,889,882	3,442,608

*We provide the number of meals packed in the Tampa/South Florida area, which is representative of the size of a Territory that you will receive under our current form of Franchise Agreement

PART III: TOTAL MEALS PACKED BY THE FRANCHISED LOCATIONS DURING THE 2024 CALENDAR YEAR

Franchised Location	Meals Packed	Number of Territories
Franchised Location 1*	791,196	2
Franchised Location 2	708,908	2
Franchised Location 3	781,387	1
Franchised Location 4	370,000	1

*This location is operated by Jack Day, our VP of Operations who has signed a Franchise Agreement with us.

NOTES

1. "Meals Packed" means the number of meals that a sponsor purchased to be packed during a packing event.

2. The number of meals set forth in Part I also includes the total meals packed in Tampa/South Florida set forth in Part II. The number of meals set forth in Part II (Tampa/South Florida) represents the number of meals that the Affiliate-Owned Location packed within a territory that is substantially similar in size to the Territory you will receive under our current form of Franchise Agreement. Other than the size of the territory, the Affiliate-Owned Location does not have operational characteristics that differ materially from future operational franchised outlets.

3. The Affiliate-Owned Location does not have a signed franchise agreement with us and is not obligated to pay any type of Program Sales or other ongoing fee(s) to us. The Affiliate-Owned Location has been operational for several years and does not incur start-up costs that you are likely to incur in establishing your Franchised Business.

4. Packing events were significantly affected in 2020 and 2021 due to COVID-19.

5. This information was reported to us by our Affiliate-Owned Location. We have not independently audited this information. The Affiliate-Owned Location has been operating since 2007 and is located in Tampa/South Florida. The Affiliate-Owned Location (i) sells the same goods/services that you will be required to sell under your Franchise Agreement, and (ii) is substantially similar to the Franchised Business you will operate under the Franchise Agreement.

6. Written substantiation for this Financial Performance Representation will be made available to you upon reasonable request.

7. **Our Affiliate and franchisees packed these amounts. Your individual results may differ. There is no assurance that you will pack as much.**

Other than the Financial Performance Representation contained in this Item, 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 our management by contacting Stephen Popper at our corporate offices at 2221 Corporation Blvd., Naples, FL 34109 and (239) 596-8990 or (239) 537-7775, the Federal Trade Commission, and the appropriate state regulatory agencies.

[The remainder of this page is intentionally left blank.]

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1:
System-wide Outlet Summary
For years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	4	+4
	2023	4	7	+3
	2024	7	6	-1
Company-Owned	2022	1	1	0
	2023	1	1	0
	2024	1	1	0
Total Outlets	**2022**	**1**	**5**	**+4**
	2023	**5**	**8**	**+3**
	2024	**8**	**7**	**-1**

Table No. 2:
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For years 2022 to 2024

State	Year	Number of Transfers
Wyoming	2022	0
	2023	1
	2024	0
Total	**2022**	**0**
	2023	**1**
	2024	**0**

[The remainder of this page is intentionally left blank.]

Table No. 3:
Status of Franchised Outlets
For years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at the End of the Year
Colorado	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Maine / Massachusetts*	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New Hampshire / Vermont**	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Oklahoma	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Tennessee	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Oregon	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	1	0
Wyoming	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Total	**2022**	**0**	**4**	**0**	**0**	**0**	**0**	**4**
	2023	**4**	**3**	**0**	**0**	**0**	**0**	**7**
	2024	**7**	**0**	**0**	**0**	**0**	**1**	**6**

*This Territory spans across Maine and Massachusetts
** This Territory spans across New Hampshire and Vermont

Table No. 4: Status of Company-Owned Outlets
For years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Total	**2022**	**1**	**0**	**0**	**0**	**0**	**1**
	2023	**1**	**0**	**0**	**0**	**0**	**1**
	2024	**1**	**0**	**0**	**0**	**0**	**1**

Table No. 5: Projected Openings as of December 31, 2024

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
AZ	1	1	0
FL	1	1	0
NC	1	1	0
OH	1	1	0
TX	0	1	0
Total	**4**	**5**	**0**

A list of all of our franchisees as of the issuance date of this disclosure document, along with the addresses and telephone numbers, will be found in Exhibit G to this Disclosure Document. Exhibit G also contains a list of franchisees that had a franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the Issue Date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Meals of Hope System. You may wish to speak to current and former franchisees but be aware that not all of those franchisees will be able to communicate with you. There are no trademark-specific organizations formed by our franchisees that are associated with the System.

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ITEM 21
FINANCIAL STATEMENTS

Exhibit C to this Disclosure Document contains our audited financial statements as of December 31, 2022, December 31, 2023, and December 31, 2024. Exhibit C also contains a copy of our unaudited balance sheet and unaudited profit and loss statement for the period of January 1, 2025, through June 30, 2025. Our fiscal year end is December 31st of each year.

ITEM 22
CONTRACTS

Attached to this Disclosure Document are the following contracts and their attachments:

Exhibit B – Franchise Agreement
Exhibit D – State Specific Addenda
Exhibit E – Sample Termination and Release Agreement
Exhibit H – Franchisee Questionnaire

ITEM 23
RECEIPTS

Exhibit J of this Franchise Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Franchise Disclosure Document by a prospective franchisee. You should sign both copies of the Receipt. You should retain one signed copy for your records and return the other signed copy to: Stephen Popper, 2221 Corporation Blvd, Naples, FL, 34109, and scan a copy to steve@mealsofhope.org.

Exhibit A
to
MEALS OF HOPE LOGISTICS'S
Franchise Disclosure Document

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

© Meals of Hope Logistics, Inc.

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

CALIFORNIA	**CONNECTICUT**
(state administrators) Department of Financial Protection & Innovation: 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677 2101 Arena Blvd Sacramento, CA 95834 (916) 445-7205 1455 Frazee Road, Suite 315 San Diego, CA 92108 (619) 610-2093 One Sansome St., #600 San Francisco, California 94104 (415) 972-8559 (agents for service of process) California Commissioner of Financial Protection & Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 Commissioner of Financial Protection & Innovation One Sansome Street #600 San Francisco, California 94104 Commissioner of Financial Protection & Innovation 2101 Arena Blvd Sacramento, CA 95834	(state administrator) State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 (agent for service of process) Banking Commissioner

HAWAII (state administrator) Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (agent for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA (state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681 (agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	**MARYLAND** (state administrator) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (agent for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN (state administrator) Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117 (agent for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909	**MINNESOTA** (state administrator) Minnesota Department of Commerce 85 Seventh Place East, Suite 280 St. Paul, MN 55101-2198 Tel: (651) 539-1600 (agent for service of process) Minnesota Commissioner of Commerce

NEW YORK (state administrator) NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8236 (agent for service of process) New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-2492	**NORTH DAKOTA** North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712
OREGON Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	**RHODE ISLAND** Securities Division Department of Business Regulation, Bldg 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582
SOUTH DAKOTA Division of Securities Department of Labor & Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823	**VIRGINIA** (state administrator) State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON (state administrator) Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760 (agent for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501	**WISCONSIN** (state administrator) Division of Securities Department of Financial Institutions 201 W. Washington Avenue, 3rd Floor Madison, Wisconsin 53703 (608) 266-1064 (agent for service of process) Administrator, Division of Securities Department of Financial Institutions 201 W. Washington Avenue, 3rd Floor Madison, Wisconsin 53703

Exhibit B
to
MEALS OF HOPE LOGISTICS'S
Franchise Disclosure Document

FRANCHISE AGREEMENT

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2025 Franchise Disclosure Document

MEALS OF HOPE LOGISTICS, INC.

FRANCHISE AGREEMENT



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Exhibit

Exhibit A - Personal Guaranty and Guaranty of Spouses
Exhibit B – Form of Landlord Consent and Agreement
Exhibit C – EFT Withdrawal Authorization Form
Exhibit D – Form of Confidentiality and Non-Competition Agreement (for use by Franchisee for management personnel of the Franchised Business and Officers/Directors of the Franchisee)
Exhibit E – Conditional Assignment of Telephone/Facsimile Numbers and Domain Names

DATA SHEET

Franchisee: _____

Guarantors: _____

_____

_____

Effective Date: _____

Approved Location: _____

_____

Territory: _____

Telephone Number: _____

E-Mail Address: _____

The terms of this Data Sheet are incorporated into the attached Franchise Agreement.

MEALS OF HOPE LOGISTICS, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is entered into and made effective on _____ (the "Effective Date"), by and between (i) Meals of Hope Logistics, Inc., a Florida corporation with a business address at 2221 Corporation Blvd., Naples, Florida 34109 ("Franchisor"); and (ii) the Franchisee entity identified in the attached Data Sheet ("Franchisee").

RECITALS

A. Franchisor and its principals have developed a system related to the establishment, development and operation of businesses that independently own and operate an event-planning business (the "Franchised Business") whereby Franchisee will: (a) recruit event sponsors ("Recruiting"); (b) manage the details of the event ("Event Planning Services"); and (c) sell additional event related services ("Miscellaneous Services") (collectively, the "Approved Products and Services").

B. Each Franchised Business operates according to Franchisor's proprietary system, the characteristics of which include: (a) franchise management software; (b) a commercial off the shelf site selection platform; (c) a pre-event planning platform; (d) registration services; (e) a housing management platform; and (f) on-site delivery and management; and (g) general procedures for operating and managing a Franchised Business (the "System").

C. Franchisor and its Franchisees use various trade names, trademarks and service marks including, without limitation, the mark "Meals of Hope" in connection with the System (the "Marks"). The rights to all such Marks as are now, or will hereafter be, designated as part of the System will be owned exclusively by Franchisor or its affiliate and be used for the benefit of Franchisor, its affiliate and System Franchisees to identify to the public the source of the products and services marketed thereunder.

D. Franchisee has applied to Franchisor for the right to operate a Franchised Business, and such application has been approved in reliance upon all of the representations made therein.

E. Franchisee hereby acknowledges that adherence to the terms of this Agreement and Franchisor's standards and specifications for the operation of a Franchised Business are essential to the operation of Franchisee's Franchised Business and the System.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, commitments and understandings contained herein, Franchisor and Franchisee hereby agree as follows:

1 GRANT OF FRANCHISE

1.1 **Grant and Acceptance**. Franchisor hereby grants to Franchisee, upon the express terms and conditions contained in this Agreement, and Franchisee hereby accepts, a franchise for the right to operate one (1) Franchised Business under the System and Marks, and the right to use the System and Marks in the operation of the Franchised Business. Franchisor has the right to supplement, improve or otherwise modify the System from time to time in Franchisor's discretion, and Franchisee agrees to comply with all changes which may include, without limitation, the offer and sale of new or different products or services as Franchisor may specify.

1.2 **Approved Location**. Franchisee may operate the Franchised Business only from the approved location identified in the Data Sheet (the "Approved Location"), which will generally be a home

office and/or storage facility, as applicable in the Territory (as defined below). Franchisor will permit Franchisee to operate the Franchised Business from a separate commercial office space if the proposed office space meets Franchisor's then-current standards for a separately leased office space. Franchisor will use its best efforts to approve or disapprove Franchisee's proposed commercial office site within 30 days from the date Franchisee submits the proposal along with any other information relating to the site which Franchisor may reasonably require. Franchisee may not relocate the Franchised Business without Franchisor's prior written consent. Franchisor may condition its approval of any Lease for a third party space to operate the Franchised Business on the landlord's execution of Franchisor's form of Consent and Agreement of Landlord attached to this Agreement as Exhibit B.

1.3 **Relocation of Approved Location.** Franchisee may not relocate the Approved Location without Franchisor's prior written consent, which will not be unreasonably withheld, provided Franchisee secures an alternate location for the Franchised Business within the Territory (as defined below) that meets Franchisor's then-current standards and specifications for a Franchised Business. If Franchisee operates the Franchised Business from a separate commercial office space and the lease for the commercial office space is terminated, Franchisee must find and receive Franchisor's approval of a suitable replacement location within 45 days.

1.4 **Territory**.

a. Upon execution of this Agreement, Franchisor will designate a geographical area wherein Franchisor will not open or operate or license a third party the right to open or operate, another Franchised Business utilizing the System and Marks (the "Territory"), for so long as Franchisee is in compliance with this Agreement. The boundaries of the Territory will be described in the Data Sheet. Franchisee may not solicit event hosts, market, or conduct packing events outside of the Territory, unless approved in writing by Franchisor. Franchisee acknowledges that it does not have any other territorial rights within the Territory.

b. If a host that has run events with Franchisor or one of its affiliates prior to Franchisee being located in the Territory wishes to run another event, Franchisee may assist with the event but would receive a lower Program Sales rate as defined by Franchisor, in its sole discretion.

c. If Franchisee solicits a host in its Territory, but the host wants to run the event in the territory of another franchisee, then the commission from the event will be split between Franchisee (who booked the event) and the franchisee that runs the event.

d. If Franchisee solicits a host in its Territory, but the host wants to run the event outside of Franchisee's Territory (and not in the territory of another franchisee), then either (i) Franchisor's affiliate will run the event and Franchisee will split the commission with the affiliate, or (ii) Franchisee may run the event, with Franchisor's permission at Franchisee's own expense and receive all commission from the event.

e. If another franchisee has a host that wishes to run an event in Franchisee's Territory, then Franchisee will run the event and split the commission with that franchisee.

1.5 **Exclusions and Reservations**. The foregoing grant to Franchisee does not include the right to: (a) own, acquire, establish, and/or operate, and license others to establish and operate, Franchised Businesses at any location regardless of their proximity to Franchisee's Approved Location or their impact on Franchisee's Franchised Business; (b) use the Marks and System in connection with services and products, promotional and marketing efforts or related items, or in alternative channels of distribution,

including the sale of products and services via the Internet, without regard to location; (c) acquire, merge with, engage in joint ventures with, or otherwise affiliate with, and thereafter own and operate and franchise others the right to own and operate, any business of any kind, including businesses that offer products and services that are similar to those provided by the Franchised Business, at any location, or be acquired by any type of business; and/or (d) engage and license the right to engage in any other activities not expressly prohibited in this Agreement, including event planning and site selection services. Franchisor also expressly reserves the exclusive right to offer any product or service via e-commerce, to establish an independent website or to establish a URL incorporating the Marks or any variation thereof, or to distribute, market, or implement Franchisor's Approved Products and Services in any channel of distribution not specifically identified in this Agreement.

1.6 **National Accounts.** Franchisee acknowledges that Franchisor has the sole authority to enter into regional or national account relationships and/or contracts, for and on behalf of the System ("National Accounts"). Franchisor may (i) service National Accounts in Franchisee's Territory, (ii) allow Franchisee to service a National Account in Franchisee's Territory, or (iii) contract with a third-party (including another franchisee) to service a National Account in Franchisee's Territory. Franchisee may not enter into a contract with a regional or National Account without Franchisor's prior written approval.

2 TERM AND RENEWAL

2.1 **Term**. The initial term of this Agreement is for a period of five (5) years, which will begin on the date that the Franchisor executes this Agreement.

2.2 **Renewal**. Franchisee has the right to renew this Agreement for two (2) additional terms of five (5) years if Franchisee: (a) notifies Franchisor of its intent to renew at least thirty (30) days prior to expiration of the current term; (b) is not in breach of any provision of this Agreement, or any other agreement between Franchisee, Franchisor and its affiliates, or Franchisor's approved/designated suppliers and vendors, and Franchisee has substantially complied with all such agreements during their respective terms, including paying Franchisor or its affiliates all amounts owed; (c) executes Franchisor's then-current form of Franchise Agreement, the terms of which may vary materially from the terms of this Agreement; (d) signs a general release, in the form Franchisor prescribes; (e) has consistently operated its Franchised Business in accordance with all existing federal, state, and local laws, regulations and ordinances and has maintained all permits and licenses necessary for the continued operation of its Franchised Business; and (f) pays a renewal fee of $5,000.

3 FEES

3.1 **Initial Franchise Fee.** In consideration of the franchise granted to Franchisee, upon execution of this Agreement, Franchisee must pay Franchisor an initial franchise fee equal to $40,000 (the "Initial Franchise Fee"). The Initial Franchise Fee is non-refundable and deemed fully earned upon payment in consideration for administrative and other expenses Franchisor incurs in granting the franchise and for Franchisor's lost or deferred opportunity to franchise to others.

3.2 **Initial Inventory/Initial Packing Event.** Upon execution of this Agreement, Franchisee shall pay Franchisor's affiliate, Meals of Hope Foundation, Inc., or other affiliate that Franchisor designates a tax-deductible payment of $11,500 to purchase meals for the initial inventory ("Initial Inventory") and initial packing event ("Initial Packing Event") which must occur within 60 days after the completion of the Initial Training Program. This payment is deemed fully earned upon payment and is not refundable under any circumstance. Franchisee will not receive any Program Sales in connection with the Initial Packing Event.

3.3 **Program Sales; Program Sales Outside of Territory; Program Sales for National Accounts; Minimum Program Sales.**

a. *Program Sales.* Franchisor shall pay Franchisee its then-current program sales amount per meal sold to a sponsor, which is currently between $0.05 - $0.09 per meal ("Program Sales"). The Program Sales fee will not increase or decrease by more than $0.01 per meal. The other fees that Franchisee is obligated to pay to Franchisor set forth below and, in this Agreement, may be deducted from the Program Sales. The Program Sales shall be paid to Franchisee within three (3) business days of when Franchisor or its affiliate receives payment from the sponsor. The Program Sales may be reduced if Franchisee negotiates a lower rate with the sponsor in accordance with Franchisor's standard policies. If meals are shipped and an event is subsequently cancelled, Franchisor will charge the sponsor its then-current restocking fee and refund the sponsor less costs incurred.

b. *Program Sales Outside of Territory.* Franchisor shall pay Franchisee between $0.03 - $0.05 per meal sold to a sponsor outside of Franchisee's Territory. Franchisee shall obtain Franchisor's prior written approval each time it wishes to hold a packing event outside of its Territory.

c. *Program Sales for National Accounts.* Franchisor shall pay Franchisee the then-current negotiated fee in connection with a National Account, which is currently between $0.03 - $0.05 per meal.

d. *Minimum Program Sales.* After the first six months post the Initial Launch Event (or the date Franchisee is required to host the Initial Launch Event by), should the amount of meals that Franchisee packs fall below a 15,000/month average for any three-month period, a $1,000 minimum Program Sales payment will be due from Franchisee to Franchisor for each month that Franchisee fails to achieve at least 15,000 meals in a month.

3.4 **Minimum Performance Requirement.** Franchisee must achieve minimum performance requirements in its Territory each year, based on a minimum number of meals packed according to the table below (the "Minimum Performance Requirement"):

Year	Meals
1	600,000
2	1,000,000
3	1,400,000
4	1,800,000
5 and each year thereafter	2,200,000

If Franchisee fails to reach the Minimum Performance Requirement in a year, Franchisor reserves the right to (a) reduce the size of Franchisee's Territory, or (ii) terminate the Franchised Agreement upon written notice to Franchisee, or (iii) require Franchisee to participate in additional training.

3.5 **Brand Fund Contribution.** Franchisee must contribute five percent (5%) of the Program Sales from each packing event to the System-wide brand fund (the "Brand Fund Contribution"). The Brand Fund Contribution shall be automatically deducted from the Program Sales.

3.6 **Local Advertising Requirement.** Once implemented, Franchisee shall expend the then-current local advertising amount (the "Local Advertising Requirement"), which may be up to two percent (2%) of Program Sales on the local advertising and marketing of the Franchised Business within the Territory. All Local Advertising must be approved by Franchisor prior to implementation.

3.7 **Assistance for Larger Packing Events.** If Franchisee needs more assistance than what Franchisor would typically provide for a packing event, Franchisee shall pay then then-current amount charged by Franchisor, depending on the number of meals per event.

3.8 **Technology/Software Fee.** Franchisee shall pay Franchisor the then-current technology/software fee as invoiced by Franchisor (the "Technology/Software Fee") to pay for certain aspects of Franchisee's computer system and/or software and other technology. Franchisor may change the amount, scope, or manner of payment of the Technology Fee, including the party to whom payment is made, upon providing reasonable notice to Franchisee.

3.9 **Method of Payment.** With the exception of the Initial Franchise Fee, Franchisee shall pay all fees and other amounts due to Franchisor and/or its affiliates under this Agreement through an electronic funds transfer program (the "EFT Program"), which Franchisor automatically deducts all payments owed to Franchisor under this Agreement, or any other agreement between Franchisee and Franchisor or its affiliates, from the bank account Franchisee provides to Franchisor for use in connection with the EFT Program (the "EFT Account"). Franchisee shall immediately deposit all revenues from operation of the Franchised Business into this bank account immediately upon receipt, including cash, checks, and credit card receipts. Upon notice to Franchisee, Franchisor may change the dates on or about which the electronic funds transfers are made under this Agreement. At least ten (10) days prior to opening the Franchised Business, Franchisee shall provide Franchisor with: (i) Franchisee's bank name, address and account number; and (ii) a voided check from such bank account. Contemporaneous with the execution of this Agreement, Franchisee shall sign and provide to Franchisor and Franchisee's bank, all documents, including Franchisor's form of EFT Authorization attached to this Agreement, necessary to effectuate the EFT Program and Franchisor's ability to withdraw funds form such bank account via electronic funds transfer. Franchisee shall immediately notify Franchisor of any change in Franchisee's banking relationship, including any change to the EFT Account. If Franchisor allows Franchisee to make payments via credit card, debit card, or any other alternative method, Franchisee agrees to reimburse Franchisor for any debit/card cards fees incurred with processing the same.

3.10 **Gross Sales Definition.** For purposes of this Agreement, "Gross Sales" means the total revenue generated by Franchisee's Franchised Business, including all revenue generated from the sale and provision of any and all Approved Products and Services at or through the Franchised Business and all proceeds from any business interruption insurance related to the non-operation of the Franchised Business, whether such revenues are evidenced by cash, check, credit, charge, account, barter or exchange. "Gross Sales" does not include (a) tips received by personnel at the Franchised Business, (b) any sales tax and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, or (c) the value of any allowance issued or granted to any client of the Franchised Business that is credited in good faith by Franchisee in full or partial satisfaction of the price of the Approved Products or Services.

3.11 **Gross Sales Reports.** On the fifth (5th) day of each calendar month, Franchisee must send Franchisor a predicted revenue report detailing the amount of Gross Sales Franchisee predicts to earn in the upcoming month based on events books and other information reasonably required by Franchisor. Franchisor may change the form and content of the Gross Sales Reports from time to time. Franchisor reserves the right to require Franchisee to use a computer system and/or related software to provide Franchisor with automatic access to such Gross Sales Reports.

3.12 **Taxes on Payments.** In the event any taxing authority, wherever located, imposes any future tax, levy or assessment on any payment Franchisee makes to Franchisor, Franchisee must, in addition to all payments due to Franchisor, pay such tax, levy or assessment.

4 MARKS

4.1 **Franchisee's Use of the Marks and Other Proprietary Material**.

4.1.1 Franchisee must use only the Marks that Franchisor designates, and must use them only in the manner Franchisor authorizes and permits.

4.1.2 Franchisee must use the Marks only for the operation of the Franchised Business and only at the Approved Location and in advertising for the Franchised Business.

4.1.3 Franchisee will use all Marks without prefix or suffix and in conjunction with the symbols "TM," "SM," "S," or "R," as applicable. Franchisee may not use the Marks in connection with the offer or sale of any services or products which Franchisor has not authorized for use in connection with the System. Franchisee may not use the Marks in connection with any other business activities that fall outside the scope of this Agreement. Franchisee may not use the Marks, any variation thereof, or any name confusingly similar to the Marks, as part of Franchisee's corporate or other legal name without Franchisor's consent. All "d/b/a" or other fictitious names under which Franchisee proposes to do business must be approved by Franchisor in writing before use.

4.1.4 Franchisee must identify itself as the owner of the Franchised Business (in the manner Franchisor prescribes) in conjunction with any use of the Marks including, without limitation, on invoices, order forms, receipts, customer forms and questionnaires, business stationery, and advertisements, as well as at any other locations as Franchisor may designate in writing.

4.1.5 Franchisee's right to use the Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof will constitute an infringement of Franchisor's rights.

4.1.6 Franchisee will not use the Marks to incur any obligation or indebtedness on Franchisor's behalf.

4.1.7 Franchisee will execute all documents Franchisor deems necessary to obtain protection for the Marks or to maintain their continued validity and enforceability.

4.1.8 Franchisee must promptly notify Franchisor of any suspected unauthorized use of the Marks and any proprietary software Franchisor may now or hereafter designate for use in connection with the System, any challenge to the validity of the Marks, or any challenge to Franchisor's ownership of, Franchisor's right to use and to license others to use, or Franchisee's right to use, the Marks, the proprietary software, and Operations Manual (collectively the "Proprietary Material").

4.1.9 Franchisee acknowledges that Franchisor has the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Material, including any settlement thereof. Franchisor has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Franchisor's rights to the Marks or Proprietary Material. Franchisor will defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Marks. If Franchisor, in Franchisor's sole discretion, determines that Franchisee has used the Marks in accordance with this Agreement, Franchisor will bear the cost of such defense, including the cost of any judgment or settlement. If Franchisor, in Franchisor's sole discretion, determines that Franchisee has not used the Marks in accordance with this Agreement, Franchisee will bear the cost of such defense, including the cost of any judgment or settlement. In the event of any litigation relating to Franchisee's use of the Marks, Franchisee will execute any and all documents and do such acts as may, in Franchisor's opinion, be

necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Marks in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for Franchisee's out-of-pocket costs in performing such acts.

4.1.10 Franchisee expressly understands and acknowledges that:

4.1.10.1 Franchisor or its affiliates or Franchisors own all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by them, and Franchisor has the right to use, and license others to use, the Marks;

4.1.10.2 The Marks are valid and serve to identify the System and those who are authorized to operate under the System;

4.1.10.3 During the term of this Agreement and after its expiration or termination, Franchisee will not directly or indirectly contest the validity of, or Franchisor's ownership of, or right to use and to license others to use, the Marks or any other Proprietary Material;

4.1.10.4 Franchisee's use of the Proprietary Material does not give Franchisee any ownership interest or other interest in or to the Proprietary Material;

4.1.10.5 Any and all goodwill arising from Franchisee's use of the Proprietary Material will inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement, no monetary amount will be assigned as attributable to any goodwill associated with Franchisee's use of the System, the Marks, or any other Proprietary Material;

4.1.10.6 Except as specified in Section 1 hereof, the license of the Marks granted to Franchisee hereunder is nonexclusive and Franchisor retains the right, among others, (i) to use the Marks itself in connection with selling products and services; (ii) to grant other licenses for the Marks; and (iii) to develop and establish other systems using the Marks, similar marks, or any other marks, and to grant licenses thereto without providing any rights therein to Franchisee; and

4.1.10.7 Franchisor has the right to substitute different Marks for use in identifying the System and the Franchised Business operating thereunder. Franchisee must discontinue using all Marks which Franchisor has notified Franchisee, in writing, have been modified or discontinued within ten (10) days of receiving written notice and, at Franchisee's sole cost and expense, must promptly begin using such additional, modified, or substituted marks.

5 CONFIDENTIAL INFORMATION

5.1 **Nondisclosure**. During the term of this Agreement, Franchisee will receive information which Franchisor considers its trade secrets and confidential information ("Confidential Information"). Franchisee will not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information including, without limitation, contact information with personnel at hotels or other event venues, trade secrets, information about the System, Franchisor's Operations Manual and any other manuals or instructive materials provided by Franchisor, price lists, vendors, standards and specifications for site selection and event-planning services, and other methods, techniques and know-how concerning the operation of the Franchised Business which may be communicated to Franchisee or of which Franchisee may be apprised of by virtue of Franchisee's operation of the Franchised Business. Franchisee further

acknowledges and agrees that all customers solicited by the Franchised Business belong to Franchisor, and certain compiled lists containing information about current and prospective customers or event venues including, (i) names and addresses, (ii) customer purchasing histories, and (iii) rates charged to customers, are owned solely by Franchisor and constitute Franchisee's Confidential Information. Franchisee may divulge Confidential Information only to those of Franchisee's employees as must have access to it in order to operate the Franchised Business. Any and all information, knowledge, know-how, techniques, and other data which Franchisor designates as confidential will be deemed Confidential Information for purposes of this Agreement.

5.2 **New Concepts.** If Franchisee, its employees, or principals develop any new concept, process or improvement in the operation or promotion of the Franchised Business, Franchisee will promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such concept, process or improvement will become Franchisor's sole property and Franchisor will be the sole owner of all patents, patent applications, trademarks, copyrights, and other intellectual property rights related thereto. Franchisee and its principals and agents hereby assign to Franchisor any rights they may have or acquire therein, including the right to modify such concept, process, or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and Franchisee's principals and agents agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. Franchisee and its principals and agents hereby irrevocably designate and appoint Franchisor as their agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that the foregoing provisions of this Section are found to be invalid or otherwise unenforceable, Franchisee and its principals and agents hereby grant to Franchisor a world-wide, perpetual, non-exclusive, fully paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's rights therein.

5.3 **Prevention of Unauthorized Use or Disclosure.** Franchisee shall adopt and implement all reasonable procedures as Franchisor may prescribe from time to time to prevent the unauthorized use or disclosure of any of the Confidential Information. Franchisee must ensure and require that all of its officers, agents, directors, shareholders, trustees, beneficiaries, partners, employees, spouses of employees, and independent contractors who may obtain or who are likely to obtain knowledge concerning the Confidential Information (collectively, "Restricted Persons") execute Franchisor's prescribed form of confidentiality agreement that will be in substantially the same form attached to this Agreement as Exhibit D (the "Confidentiality and Non-Competition Agreement"). Franchisee must obtain a signed copy of the Confidentiality and Non-Competition Agreement from any such person prior to, or at the same time of, that person undertaking its role and/or employment or association with Franchisee or the Franchised Business. Franchisee's spouse or significant other shall also be bound by the same requirement and shall sign the same Confidentiality and Non-Competition Agreement. Franchisee must provide Franchisor with a copy of each signed Confidentiality and Non-Competition Agreement within ten (10) days of Franchisor's request.

6 FRANCHISOR'S OBLIGATIONS

6.1 **Operations Manual**. Franchisor shall loan Franchisee one (1) copy of Franchisor's proprietary and confidential operations manual and any other manual Franchisor may now or hereafter designate for use in operating a Franchised Business (collectively the "Operations Manual"). Franchisee will operate the Franchised Business in strict compliance with the Operations Manual, as it may be

reasonably changed by Franchisor from time to time. The Operations Manual must remain confidential and is Franchisor's exclusive property. Franchisee will not disclose, duplicate or make any unauthorized use of any portion of the Operations Manual. The provisions of the Operations Manual constitute provisions of this Agreement as if fully set forth herein. Franchisee will ensure that Franchisee's copy of the Operations Manual is current and up to date and will keep a copy of the Operations Manual at the Approved Location. If there is a dispute relating to the contents of the Operations Manual, the master copy, which Franchisor maintains at Franchisor's corporate headquarters, will control. Franchisor reserves the right to disclose updates to the Operations Manual via electronic means, including over Franchisor's website or any intranet or extranet system established in connection with the System.

6.2 **Equipment and Supplies**. Franchisor will provide Franchisee with specifications and requirements for equipment, inventory, hardware, software and other materials, as applicable, required to operate Franchisee's Franchised Business. Franchisor will provide Franchisee with its specifications for certain other goods, supplies and services that Franchisee must purchase in connection with the establishment and ongoing operation of the Franchised Business. As appropriate, Franchisor will provide Franchisee with a list of its designated and/or approved suppliers for such goods and services.

6.3 **Ongoing Assistance**. Franchisor will provide Franchisee continuing consultation and advice as Franchisor deems necessary and appropriate regarding the management and operation of the Franchised Business. Franchisor will provide such assistance, in Franchisor's discretion, by telephone, facsimile, intranet communication and on-site visits. If Franchisee requires and requests additional on-site assistance from Franchisor, subject to the availability of Franchisor's personnel, Franchisor will provide Franchisee with such assistance at the cost of Franchisor's then-current assistance fee plus expenses, including Franchisor's travel and lodging expenses.

6.4 **On-going Training**. Franchisor may, in its sole discretion, hold ongoing training courses, or training courses upon a significant change to the System. All expenses, including Franchisee and its employees' transportation, meal, and lodging expenses to attend such training will be Franchisee's sole responsibility. Franchisor reserves the right to charge Franchisee a tuition fee for any additional or ongoing training Franchisor provides.

6.5 **Customers**. Franchisee expressly acknowledges and agrees that all customers of the Franchised Business are Franchisor's clients, notwithstanding Franchisee's right to derive revenue from such customers pursuant to the terms and conditions of this Agreement. Franchisee agrees and acknowledges that Franchisor owns the rights to all customer lists and customer information.

7 FRANCHISEE'S OBLIGATIONS

7.1 **Site Location**. Franchisee must operate its Franchised Business from the Approved Location. Franchisee may not relocate the Franchised Business without Franchisor's prior written permission.

7.2 **Training**. Franchisee (or Franchisee's principal, as applicable) must attend and successfully complete Franchisor's initial training program as set forth in Section 8.1 of this Agreement.

7.3 **Opening Requirements**. Franchisee must commence operations of the Franchised Business within thirty (30) to sixty (60) days after this Agreement is fully executed. In any event, Franchisee must open the Franchised Business and conduct the Initial Packing Event within ninety (90) days of signing this Agreement.

7.4 **Purchasing Requirements**.

7.4.1 Compliance with Standards. Franchisee acknowledges and agrees that Franchisee's obligations set forth in this Agreement and the Operations Manual are reasonable and necessary for the operation of the Franchised Business and to maintain uniformity throughout the System. Franchisee shall adhere to the standards and specifications set forth in this Agreement and the Operations Manual and any revisions or amendments to the same. Franchisee shall use the furnishings, supplies, fixtures, equipment, computer hardware and software, and other items and materials that comply with Franchisor's then-current standards and specifications, which Franchisor will establish and modify at Franchisor discretion. Franchisor has the right to change Franchisor's standards and specifications in Franchisor's discretion. Franchisee acknowledges that Franchisee may incur an increased cost to comply with such changes at Franchisee's expense.

7.4.2 Designated and Approved Suppliers. Franchisee must use Franchisor's designated suppliers as directed by Franchisor. Recognizing that preservation of the System depends upon product and service uniformity and the maintenance of Franchisor's trade dress, Franchisee agrees to purchase product samples and other supplies, services, computer hardware and software, and other equipment from Franchisor or from approved or designated suppliers as Franchisor shall specify, from time to time, in the Operations Manual and otherwise in writing (each an "Approved Supplier"). Franchisee hereby acknowledges that Franchisor, Franchisor's affiliate and/or a third party may be one of several, or the only, Approved Supplier of any item. Franchisee further acknowledges and agrees that Franchisor and/or Franchisor's affiliates have the right to realize a profit on any items that Franchisor, its affiliates or its Approved Suppliers supply to Franchisee.

7.4.3 System Suppliers. Franchisor may establish business relationships, from time to time, with suppliers who may produce or provide technology, software, supplies, and equipment, all in accordance with Franchisor's proprietary standards and specifications ("System Suppliers"). Franchisee recognizes that such products are essential to the operation of the Franchised Business and to the System generally. Franchisee further recognizes that Franchisee's failure to pay System Suppliers may interfere with such suppliers' willingness to supply the System which may result in other System Franchisees' inability to obtain items or ability to obtain items only on less favorable credit terms. Accordingly, Franchisee expressly agrees to pay System Suppliers as and when due.

7.4.4 Supplier Approval. In the event Franchisee wishes to purchase any unapproved item and/or acquire approved items from an unapproved supplier, Franchisee must provide Franchisor the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, if known. At Franchisor's request, Franchisee must provide Franchisor, for testing purposes, a sample of the item Franchisee wishes to purchase. If Franchisor incurs any costs in connection with testing a particular product or evaluating an unapproved supplier at Franchisee's request, Franchisee or the supplier must reimburse Franchisor for Franchisor's reasonable testing costs, regardless of whether Franchisor subsequently approves the item or supplier. Nothing in the foregoing shall be construed to require Franchisor to approve any particular supplier. Franchisor may base Franchisor's approval of any such proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation Franchisor deems necessary or desirable in Franchisor's System as a whole. Franchisor has the right to receive payments from suppliers on account of their dealings with Franchisee and other Franchisees and to use all amounts Franchisor receives without restriction (unless instructed otherwise by the supplier), for any purposes Franchisor deems appropriate. Nothing herein shall require Franchisor to approve an unreasonable number of suppliers for a given item, which approval might, in Franchisor's reasonable judgment, result in higher costs or prevent the effective or economical supervision of approved suppliers.

Franchisor may revoke Franchisor's approval of particular products or suppliers when Franchisor determines, in Franchisor's sole discretion, that such products or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, Franchisee must cease purchasing products from such supplier. Franchisee must use products purchased from approved suppliers solely in connection with the operation of Franchisee's Franchised Business and not for any competitive business purpose.

7.5 **Operations**.

7.5.1 Franchisee must operate Franchisee's Franchised Business for at least those months, hours and days that Franchisor specifies in the Operations Manual.

7.5.2 Franchisee must maintain the Franchised Business in a clean, safe and attractive manner, and Franchisee is solely responsible for operating the Franchised Business in accordance with the Operations Manual and all federal, state and local laws or regulations.

7.5.3 Franchisee must offer prompt, courteous and efficient service to the public, and otherwise operate the Franchised Business in compliance with the System so as to preserve, maintain and enhance the reputation and goodwill of the System. Franchisee's principals and any employees engaged in the operation of Franchisee's Franchised Business shall present a neat and clean appearance in conformance with Franchisor's reasonable standards and shall render competent, efficient service to the customers of the Franchised Business.

7.5.4 Franchisee agrees to conduct the Franchised Business in accordance with the Operations Manual. Franchisee shall immediately train and instruct Franchisee's employees, if any, in accordance with the Operations Manual, and shall continue such training and instruction as long as each employee is employed. The Operations Manual shall set forth the practices, procedures and methods to be utilized in the Franchised Business and Franchisor may require Franchisor to conform Franchisee's practices to national programs, which Franchisor has designed as part of Franchisor's System.

7.5.5 Franchisee must personally supervise the day-to-day operations of the Franchised Business.

7.5.6 Franchisee must at all times maintain such working capital as may be reasonably necessary to enable Franchisee to properly and fully carry out and perform all of Franchisee's duties, obligations and responsibilities hereunder and to operate the Franchised Business in a professional, proper and efficient manner.

7.5.7 Franchisee understands and acknowledges that the Site-Selection Services and Event Planning Services must not be associated with any disreputable business, or any business that otherwise does not fit the intended image for the System, in order to preserve the goodwill and integrity of the System. As such, Franchisee agrees that it will not solicit, or accept orders from any business that is engaged in activities that would reflect poorly on Franchisor's brand, Marks and System.

7.6 **Business Evaluation.**

7.6.1 Franchisee agrees that in order to maintain the high quality and uniform standards associated with the System and to protect its goodwill and reputation, Franchisee will permit Franchisor, during business hours, to confer with Franchisee and its employees and customers, and observe and evaluate Franchisee's sales techniques and operation methods, and perform any other evaluation which Franchisor deems necessary to protect the standards of quality and uniformity of the System and Franchisee's performance under this Agreement. Franchisee is obligated to make changes to Franchisee's operations

based upon any evaluations by Franchisor. Franchisor is not required to provide Franchisee with any notice prior to conducting such an evaluation.

7.6.2 Franchisor may establish a mystery shop program ("Mystery Shop Program") whereby a third-party vendor will patronize the Franchised Business and grade its experience based on criteria established by Franchisor or the third-party vendor. If established, Franchisor may charge Franchisee up to $250 per visit.

7.7 **Computer Software and Hardware**.

7.7.1 Computer System. Franchisor shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, software and hardware be used by Franchisee in the operation of the Franchised Business (the "Computer System").

7.7.2 Required Software. Franchisor shall have the right, but not the obligation, to develop or designate: (i) computer software programs, which may be proprietary, that Franchisee must use in connection with the operation of the Franchised Business (the "Required Software"), which Franchisee shall install at its own expense; (ii) monthly service fees, updates, supplements, modifications, or enhancements to the Required Software, which Franchisee shall install at its own expense; (iii) the tangible media upon which Franchisee records data; and (iv) the database file structure of the Computer System. Any proprietary software Franchisee is required to use will be deemed Franchisor's Proprietary Material and the information collected therefrom will be deemed Franchisor's Confidential Information.

7.7.3 Compliance with Requirements. At Franchisor's request, Franchisee shall purchase or lease, and thereafter maintain, the Computer System and, if applicable, the Required Software. Franchisee expressly agrees to strictly comply with Franchisor's standards and specifications for all items associated with Franchisee's Computer System and any Required Software. Franchisee agrees, at its own expense, to keep its Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to Franchisee's Computer System or Required Software as Franchisor directs from time to time in writing. Franchisee agrees that its compliance with this Section 7.7.3 shall be at Franchisee's sole cost and expense.

7.7.4 Accuracy of Franchisee's Computer System; Franchisor's Access. Franchisee hereby expressly agrees that all data that Franchisee inputs into Franchisor's Computer System, or that Franchisor inputs on Franchisee's behalf and at Franchisee's direction, including all financial or rate information concerning agreements with customers, shall be true and accurate to the best of Franchisee's knowledge. Franchisor may require that the Computer System be programmed to automatically transmit data and reports about the operation of the Franchised Business to Franchisor. Franchisor shall also have the right to, at any time without notice, electronically connect with the Computer System to monitor or retrieve data stored on the Computer System or for any other purpose Franchisor deems necessary. There are no contractual limitations on Franchisor's right to access the information and data on the Computer System.

7.7.5 Computer Network, Intranet or Extranet Participation. Franchisee is required to participate in any System-wide computer network, intranet system or extranet system that Franchisor implements and may be required by Franchisor to use the computer network, intranet system or extranet system to, among other things: (i) view and print updates to or portions of the Operations Manual; (ii) download approved advertising materials; (iii) communicate with Franchisor and other System Franchisees; and (iv) complete training. Franchisee agrees to use the facilities of any such area computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that Franchisor includes in the Operations Manual, including those related to the encryption of Confidential

Information and prohibitions against the transmission of libelous, derogatory or defamatory statements.

7.8 **Personal Conduct**. Franchisee agrees to refrain from committing any act or pursuing any course of conduct that tends to bring the Marks into disrepute.

7.9 **Best Efforts**. Franchisee must use best efforts to promote, market, sell and provide the Approved Products and Approved Services. Franchisee agrees to refrain from any business or advertising practice which may be injurious to the Franchised Business or the goodwill associated with the Marks and System.

7.10 **Payment of Debts**. Franchisee is solely responsible for: (i) selecting, retaining and paying Franchisee's employees; (ii) the payment of all invoices for the purchase of goods and services used in connection with operating the Franchised Business, other than as expressly set forth in this Agreement; and (iii) determining whether, and on what terms, to obtain any financing or credit which Franchisee deems advisable or necessary for the operation of the Franchised Business. Franchisee agrees to pay all current obligations and liabilities to suppliers and creditors on a timely basis. Franchisee agrees to indemnify Franchisor in the event that Franchisor is held responsible for debts owed by Franchisee if Franchisor elects to pay any of Franchisee's obligations in order to preserve the relationship between System Suppliers and System Franchisees. Franchisee agrees to make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, personal property taxes and real estate taxes arising from Franchisee's operation of the Franchised Business, and Franchisee agrees to indemnify Franchisor in the event that Franchisor is held responsible for these taxes.

7.11 **Compliance with Applicable Laws.** Franchisee must comply with all applicable federal, state and local laws, ordinances and regulations regarding the operation of the Franchised Business (including, without limitation, all government regulations relating to occupational hazards and health, consumer protection, trade regulation, worker's compensation, unemployment insurance, withholding and payment of federal and state income taxes and social security taxes and sales, use and property taxes, and the applicable provisions of the Americans with Disabilities Act ("ADA")). Franchisee will have sole authority and control over the day-to-day operations of the Franchised Business and Franchisee's employees and/or independent contractors. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws applicable to the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will Franchisee or Franchisee's employees be deemed to be employees of Franchisor or Franchisor's affiliates.

7.12 **Confidential Information**. Franchisee must maintain the confidentiality of all Confidential Information as set forth in Section 5 of this Agreement.

7.13 **Image**. Franchisee agrees to offer the Approved Products and Approved Services and to operate the Franchised Business in such a manner that emulates and enhances the image Franchisor intends for the System. Franchisee further acknowledges and agrees that each aspect of the System is important not only to Franchisee but also to Franchisor and to other System Franchisees in order to maintain the highest operating standards, achieve system wide uniformity and increase the demand for the services rendered by System Franchisees. Franchisee agrees to comply with the standards, specifications and requirements Franchisor sets forth in order to uniformly convey the distinctive image of a Franchised Business. Franchisee will, in the operation of the Franchised Business, use only business cards, letterhead, and other items imprinted with the Marks as prescribed from time to time by Franchisor.

7.14 **Pending Actions.** Franchisee must notify Franchisor, in writing, within five (5) days of the commencement of any action, suit or proceeding and the issuance of any order, suit or proceeding of any court, agency or other government instrumentality, including the receipt of any notice or citation, which may adversely affect the operation or financial condition of Franchisee or the Franchised Business.

7.15 **Standard Maintenance and System Conformity**. Franchisee agrees to repair, refinish, replace, and/or otherwise refurbish the Franchised Business's Computer System, Required Software, and any other tangible part or property of the Franchised Business at Franchisee's sole expense, at such times as Franchisor may reasonably direct. Franchisor has the right to direct Franchisee to remodel, re-equip, and otherwise refurbish the Franchised Business as set forth in the preceding sentence in the manner necessary to bring it into conformance with other franchises of the type Franchisor's Franchisees are opening at the time of such direction.

8 TRAINING

8.1 **Initial Training Program**. Franchisee's principal shareholder, member or manager, as appropriate, must attend, and complete to Franchisor's satisfaction, Franchisor's initial training program. Franchisor's initial training program is tuition-free for up to two (2) owners of Franchisee. All training will be held at Franchisor's training facility in Naples, Florida, or another site designated by Franchisor, subject to Franchisor's availability. Franchisee must attend the first available training session following Franchisee's execution of this Agreement, unless Franchisor permits Franchisee to attend a later session. All trainees that Franchisee designates must attend the training course at the same time. All training related expenses, including Franchisee's transportation to and from the training site, lodging, meals, and salaries during training, are Franchisee's sole responsibility. Should Franchisee fail to complete the initial training program to Franchisor's satisfaction, Franchisor may permit Franchisee to attend the next available initial training program session. Franchisor may charge a tuition fee for such replacement training session.

8.2 **Training Additional Personnel**. Franchisee's other employees, if any, may be trained by Franchisee, or at Franchisee's request, and subject to the availability of Franchisor's personnel, Franchisor will train Franchisee's additional personnel at Franchisor's headquarters at its then-current tuition fee. All training related expenses for Franchisee's additional personnel, including transportation to and from the training site, lodging, meals, and salaries during training, are Franchisee's sole responsibility. Franchisor will provide Franchisee with training materials for Franchisee to use in training Franchisee's personnel. Only Franchisor's provided training materials may be used by Franchisee in training Franchisee's personnel. Updated training materials will be provided to Franchisee by Franchisor upon written request. All training materials provided to Franchisee by Franchisor will at all times remain Franchisor's property, and Franchisee agrees not to challenge Franchisor's or its affiliates' title or rights in or to the training materials. Franchisee may not make any disclosure, duplication, or other unauthorized use of any portion of the training materials.

8.3. **Additional/Ongoing Training**. To assist Franchisee in the operation of Franchised Business, Franchisor may offer additional training programs and/or courses to Franchisee, and/or Franchisee's employees at Franchisor's then-current training tuition rate. Franchisee is responsible for the expenses of Franchisee and its employees, including transportation to and from the training site and lodging, meals, and salaries during such training. Furthermore, as set forth in Section 6.4 above, Franchisor may require Franchisee and its employees to attend such additional training up to five (5) days per year, at a location to be selected by Franchisor. Franchisor reserves the right to charge Franchisee a tuition fee for any additional or ongoing training Franchisor provides.

9 INSURANCE

9.1 **Insurance Types and Amounts**. Franchisee shall procure and maintain, at its sole expense, such insurance covering the operation and location of the Franchised Business as Franchisor may designate from time to time. Currently, Franchisee must purchase and maintain the following types and amounts of insurance: (a) general liability insurance to cover the Franchised Business and premises in the minimum amount of $1,000,000 in the aggregate; and (b) any other insurance required by law.

9.2 **Insurance Rating, Approval, and Certification**. All insurance carriers must be approved by Franchisor in advance and in writing. All insurance policies must be issued by insurance companies with a rating of A- or better as reported in the most recent edition of A.M. Best's Insurance Reports. Franchisor's acceptance of an insurance carrier does not constitute Franchisor's representation or guarantee that the insurance carrier will be capable of meeting claims during the term of the insurance policy. Franchisee agrees to carry such insurance as may be required by any of Franchisee's lenders or equipment lessors and such workers' compensation insurance as may be required by applicable law. Franchisee must deliver a certificate of insurance to Franchisor prior to commencing operations of the Franchised Business and ten (10) days prior to any renewal of the required policies as evidence that all insurance requirements have been met. All insurance policies held by Franchisee will be primary to any policy or policies held by Franchisor or its affiliates.

9.3 **Designees**. Franchisee must add Franchisor and any other parties Franchisor may designate to all insurance contracts as additional insureds under the insurance policies, the cost of which will be paid by Franchisee. All insurance policies will contain a waiver of subrogation in favor of Franchisor and any parties Franchisor designates.

9.4 **Claims Cancellation**. Franchisee must provide Franchisor with copies of any insurance claims or insurance cancellations within twenty-four (24) hours. Franchisee has a period of twenty-four (24) hours to cure any lapses in insurance coverage. No insurance policy must be subject to cancellation, termination, non-renewal or material modification, except upon at least thirty (30) days' prior written notice from the insurance carrier to Franchisor. Franchisee must submit a certification of insurance which demonstrates compliance with this Section upon Franchisee's request.

9.5 **Failure to Maintain Insurance**. If Franchisee fails to comply with the minimum insurance requirements set forth herein, Franchisor has the right to obtain such insurance and keep same in force and effect and Franchisee will pay Franchisor, on demand, the premium cost thereof and administrative costs of eighteen percent (18%) in connection with Franchisor's obtaining the insurance.

9.6 **Modification of Requirements**. Franchisor has the right to increase or otherwise modify the minimum insurance requirements upon thirty (30) days prior written notice to Franchisee, and Franchisee will comply with any such modification within the time specified in said notice.

10 FINANCIAL RECORDS AND REPORTS

Franchisee must maintain financial records for the operation of the Franchised Business in accordance with generally accepted accounting principles and must provide Franchisor, at Franchisor's request, with (i) annual financial reports and operating statements in the form Franchisor specifies, prepared by a certified public accountant or state licensed public accountant, within ninety (90) days after the close of each of Franchisee's fiscal years; (ii) state and local sales tax returns or reports and federal, state and local income tax returns for each year in which Franchised Business is operated, within thirty (30) days after their timely completion; and (iii) such other reports as Franchisor may from time to time require, in

the form and at the time Franchisor prescribes. Franchisee's fiscal year must be on a calendar year basis. To assist Franchisee in recording and keeping accurate and detailed financial records for reports and tax returns, Franchisor, at Franchisor's discretion, may specify the form in which the business records are to be maintained and provide a uniform set of business records for Franchisee to use. Franchisor may also designate one or more required accounting software programs for use by Franchisee. Franchisor will have full access to all of Franchisee's data, system, and related information by means of direct access, whether in person, or by telephone/modem installed and maintained at Franchisee's sole expense.

11 BOOKS AND RECORDS

Franchisee must maintain accurate business records, reports, accounts, books and data relating to the operation of Franchised Business. Franchisor or Franchisor's designees have the right to inspect and/or audit Franchised Business records at any time during normal business hours, to determine whether Franchisee is current with suppliers and are otherwise operating in compliance with the terms of this Agreement and the Operations Manual. If any audit reveals that Franchisee has understated Franchisee's Program Sales or other payments due to Franchisor, or Franchisee's Local Marketing Requirement, by more than two percent (2%), or if Franchisee has failed to submit timely reports and/or remittances for any two (2) reporting periods within any twelve (12)-month period, Franchisee must pay the reasonable cost of such audit and/or inspection, including the cost of outside auditors and attorneys (to the extent Franchisor incurs such costs), together with amounts due for Royalty and other fees as a result of such underreporting and/or failure to submit reports, along with all late fees and interest which may otherwise be due under this Agreement.

12 ADVERTISING

Recognizing the value of advertising and promotion, and the importance of the standardization of advertising and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

12.1 **Local Advertising, Marketing and Promotional Expenditures; Use of Advertising Materials**. Franchisee is required to spend up to two percent (2%) of Franchisee's Program Sales on local advertising on an annual basis in accordance with Franchisor's standards and specifications (the "Local Advertising Requirement"). Franchisee must spend the Local Advertising Requirement as Franchisor prescribes in the Operations Manual or otherwise in writing, which may include, without limitation, requirements for placing a certain number of and/or types of media advertisements. Franchisee acknowledges and agrees that Franchisee's Local Advertising Requirement must be expended regardless of the amount(s) spent by other System franchisees on Local Marketing. If Franchisee wishes to use any advertising or promotional materials other than those currently approved for use by Franchisor, then Franchisee must submit the materials it wishes to use to Franchisor for Franchisor's prior written approval at least twenty (20) days prior to Franchisee's intended use or publication. Franchisor will use commercially reasonable efforts to notify Franchisee of Franchisor's approval or disapproval of Franchisee's proposed materials within ten (10) days of the date received. If Franchisee does not receive Franchisor's written approval during that time period, the proposed materials shall be deemed disapproved. Once approved, Franchisee may use the materials for period of ninety (90) days, unless Franchisor withdraws or revokes its approval at an earlier time, which it may do at any time with written notice.

12.2 **Internet Website.** Franchisee must have and maintain adequate hardware and software in order to access the Internet at the bit speed Franchisor requires from time to time. Franchisee is prohibited, however, from establishing any website or other presence on the Internet, except as provided herein.

12.2.1 Franchisor has established a website, http://www.mealsofhopefranchise.com, which provides information about the System and Franchisor's products and services.

12.2.2 Franchisor may, but is not obligated to, create interior pages on its website(s) that contain information about the Franchised Business and other locations. If Franchisor does create such pages, Franchisor may require Franchisee to prepare all or a portion of the page for the Franchised Business, at Franchisee's expense, using a template that Franchisor provides. All such information will be subject to Franchisor's approval prior to posting. Franchisor will be the web master of such pages, either directly or through a third party, and will have sole discretion and control over the website.

12.2.3 Except as approved in advance in writing by Franchisor, Franchisee must not establish or maintain a separate website, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with the Franchised Business, including any profile on Facebook, TikTok, MySpace, Twitter, Instagram, LinkedIn, Plaxo, YouTube or any other social media and/or networking site. If such approval is granted by Franchisor, then Franchisee must: (i) establish and operate such World Wide Web or Internet site in accordance with System standards and any other policies Franchisor designates in the Operations Manual or otherwise in writing from time to time; and (ii) utilize any templates that Franchisor provides to Franchisee to create and/or modify such site(s).

12.2.4 Franchisor shall have the right to modify the provisions of this Section 12.2 relating to Internet policies as it deems necessary or appropriate in the best interest of the System.

12.2.5 Franchisee acknowledges that Franchisor is the lawful, rightful, and sole owner of the Internet domain name http://www.mealsofhopefranchise.com and any other Internet domain names registered by Franchisor, and unconditionally disclaims any ownership interest in those or any similar Internet domain name. Franchisee agrees not to register any Internet domain name in any class or category that contains words used in or similar to any the Marks or brand name owned by Franchisor or Franchisor's affiliates or any abbreviation, acronym, phonetic variation, or visual variation of those words.

12.3 **Brand Fund.** Franchisor has established a brand fund (the "Brand Fund") for the common benefit of System franchisees. Franchisee shall participate in and contribute to the Brand Fund in an amount equal to five percent (5%) of Franchisee's Program Sales (the "Brand Fund Contribution") in the manner Franchisor prescribes, provided however Franchisor reserves the right to increase the Brand Fund Contribution not more frequently that once per calendar year. Franchisee must pay the Brand Fund Contribution in the same manner as the Program Sales due under this Agreement. Franchisor has the right to require that a franchisee advisory council be formed, changed, dissolved, or merged.

12.3.1 Franchisor will use Brand Fund Contributions, in Franchisor's sole discretion, to develop, produce and distribute national, regional and/or local marketing and to create advertising materials and public relations programs which promote, in Franchisor's sole judgment, the services offered by System franchisees. Franchisor has the sole right to determine contributions and expenditures from the Brand Fund, or any other advertising program, and sole authority to determine, without limitation, the selection of the advertising materials and programs; provided, however, that Franchisor will make a good faith effort to expend Brand Fund Contributions in the general best interests of the System on a national or regional basis. Franchisor may use the Brand Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertisements and other marketing, including the cost of preparing and producing television, radio, magazine, Internet and newspaper advertising campaigns, the cost of direct mail and outdoor billboard advertising; the cost of public relations activities and advertising agencies; the cost of developing and maintaining an Internet website; and personnel and other departmental costs for

advertising that Franchisor internally administers or prepares. Franchisor may reimburse itself out of the Brand Fund for Franchisor's reasonable administrative costs and expenses that Franchisor may incur in the administration or direction of the Brand Fund and advertising programs for System franchisees. While Franchisor does not anticipate any part of the Brand Fund Contributions will be used for advertising that is principally a solicitation for franchisees, Franchisor reserves the right to use the Brand Fund Contributions for public relations or recognition of the Event Prep brand and for the creation and maintenance of a website, a portion of which may be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating the availability of franchises. Sales materials, if developed, may be sold to franchisees at a reasonable cost.

12.3.2 Should the advertising contribution for the System decrease at any time, Franchisor retains the right to reduce Franchisor's contribution from company-owned System units to the rate specified for franchised locations.

12.3.3 Franchisor will prepare, on an annual basis, and will have available for Franchisee within one hundred and twenty (120) days of the end of the fiscal year, a statement of contributions and expenditures for the Brand Fund. The statement will be presented to Franchisee upon Franchisee's written request. The Brand Fund is not required to be independently audited.

12.4 **Initial Inventory/Initial Packing Event**. Upon execution of this Agreement, Franchisee shall pay Franchisor $11,500 for the Initial Inventory and Initial Packing Event. Within 60 days after the completion of the Initial Training Program, Franchisee must hold the Initial Packing Event within 60 days after the completion of the Initial Training Program.

12.5 **Advertising Council.** Franchisor may establish, if and when it deems appropriate in its sole discretion, a council to provide advice and guidance regarding the administration of the Brand Fund and various other advertising/marketing matters (an "Advertising Council"). If Franchisor establishes an Advertising Council, it may serve in only an advisory capacity and may consist of franchisees, personnel from Franchisor's affiliate-owned locations, or other management/employees that Franchisor designates. If an Advertising Council is established, the membership of such Advertising Council, along with the policies and procedures by which it operates, will be determined by Franchisor. The recommendations of the Advertising Council shall not be binding on Franchisor.

13 INDEPENDENT CONTRACTOR; INDEMNIFICATION

13.1 **Independent Contractor Status**. Franchisee is an independent contractor responsible for full control over the internal management and daily operation of the Franchised Business, and neither party to this Agreement is the agent, principal, partner, employee, employer or joint venture partner of the other party. Franchisee may not act or represent itself, directly or by implication, as Franchisor's agent, partner, employee or joint venture partner, and Franchisee may not incur any obligation on Franchisor's behalf or in Franchisor's name. All stationery, business cards and contractual agreements entered into by Franchisee must contain Franchisee's corporate or fictitious name and a conspicuously displayed notice in the place Franchisor designates, that Franchisee operates the Franchised Business as an independently owned and operated business and that Franchisee independently owns and operates the Franchised Business. Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and Franchisor will in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor will Franchisor be liable by reason of any of Franchisee's acts or omissions in the operation of the Franchised Business or for any claim or judgment arising therefrom against Franchisee or Franchisor. Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor

Franchisor's course of conduct) be construed to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractors.

13.2 **Indemnification**. Franchisee and Franchisee's principals agree to indemnify, defend and hold Franchisor, Franchisor's affiliates and their respective shareholders, directors, officers, employees, agents, successors and assignees ("Indemnitees") harmless against and to reimburse them for all claims, obligations, liabilities and damages ("Claims"), including any and all taxes, directly or indirectly arising out of, in whole or in part: (i) the operation of Franchisee's Franchised Business, including but not limited to Franchisee's advertising; (ii) the unauthorized use of the Marks and other Proprietary Material; (iii) the transfer of any interest in this Agreement or Franchisee's Franchised Business in any manner not in accordance with this Agreement; (iv) the infringement, alleged infringement, or any other violation or alleged violation by Franchisee or any of Franchisee's principals of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; or (v) libel, slander or any other form of defamation of Franchisor, the System or any Franchisee operating, by Franchisee or by any of Franchisee's principals. For purposes of this indemnification, "Claims" shall mean and include all obligations, actual, consequential, punitive and other damages, and costs reasonably incurred in the defense of any action, including attorneys', attorney assistants' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether or not such claims exceed the amount of insurance coverage available through Franchisee to Franchisor. Franchisor shall have the right to defend any such claim against it in such manner as Franchisor deems appropriate or desirable in Franchisor's sole discretion. Such an undertaking by Franchisor shall, in no manner or form, diminish Franchisee's and each of Franchisee's principals' obligations to indemnify the Indemnitees and to hold them harmless. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

14 TRANSFERABILITY

14.1 **Transfer by Franchisee Not Permitted**. Franchisee's rights under this Agreement are personal, and Franchisee must not sell, transfer, assign or encumber Franchisee's interest in the Franchised Business without Franchisor's prior written consent. Any sale, transfer, assignment or encumbrance made without Franchisor's prior written consent will be voidable at Franchisor's option and will subject this Agreement to termination as specified herein.

14.2 **Death or Disability**.

14.2.1 *Representative's Right to Continue as Franchisee*. In the event of the death, disability or incapacitation of Franchisee's principal officer, member, or manager, such person's legal representative will have the right to continue the operation of the Franchised Business as Franchisee under this Agreement if: (i) within 180 days from the date of death, disability or incapacity (the "180-Day Period"), such person has furnished a personal guaranty of any corporate or limited liability company of Franchisee's obligations to Franchisor and Franchisor's affiliates; and (ii) such person successfully completes Franchisor's training program (which Franchisor will provide at Franchisor's then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by this Agreement and are acceptable to Franchisor.

14.2.2 *Franchised Business Operation During and After 180-Day Period.* Franchisor is under no obligation to operate the Franchised Business or incur any obligation on behalf of any incapacitated Franchisee, during or after the 180-Day Period. If necessary, Franchisee shall appoint a previously approved acting interim manager to operate the Franchised Business during the 180-Day Period. In the event of Franchisee's officer's or personal guarantor's death, disability, absence or otherwise,

Franchisor may (but is not required to) operate Franchisee's Franchised Business on Franchisee's behalf and at Franchisee's expense for such period of time (and under such terms and conditions) as Franchisor determines, including paying out the assets and/or revenues of the Franchised Business to cover any or all past, current and/or future obligations of the Franchised Business (including any amounts owed to Franchisor and/or any affiliate) in such priorities as Franchisor determines from time-to-time in Franchisor's sole and absolute discretion. Franchisor may pay itself a reasonable amount to reimburse Franchisor for Franchisor's management services and other costs. Franchisor may obtain approval of a court or arbitrator for any such arrangements, the attorney's fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of the Franchised Business. Franchisee (and/or Franchisee's estate) will indemnify Franchisor against any costs and/or liabilities incurred by it in connection with, or related in any way to, the operation (or otherwise) of the Franchised Business.

14.3 **Ownership Changes**. A sale, transfer or assignment requiring Franchisor's prior written consent will be deemed to occur: (i) if Franchisee is a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of Franchisee's voting stock or any increase in the number of outstanding shares of Franchisee's voting stock that results in a change of ownership, (ii) if Franchisee is a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if Franchisee is a limited liability company, upon the assignment, sale, pledge or transfer or any interest in the limited liability company. Any new partner, shareholder, member or manager owning more than ten percent (10%) of the outstanding shares of the corporation, will be required to personally guarantee Franchisee's obligations under this Agreement. A transfer pursuant to (i) and (iii) above will not be subject to Franchisor's right of first refusal as set forth in Section 14.3.1.

14.3.1 *Right of First Refusal*. If Franchisee proposes to transfer either this Agreement or all, or substantially all, of the assets used in connection with the Franchised Business or any interest in Franchisee's lease to any third party (other than a corporation or limited liability company as set forth in Section 14.4 hereof), Franchisee must first offer to sell such interest to Franchisor on the same terms and conditions as offered by such third party. Franchisee will obtain from the third party and provide Franchisor a statement in writing, signed by the third party and Franchisee, of the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a thirty (30) day period, Franchisee will have a maximum period of sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 14.3.2 hereof. Franchisee will effectuate no other sale or transfer as contemplated under the Letter of Intent without first complying with this Section 14.3.1. Any material change in the terms of the offer will be deemed a new proposal subject to Franchisor's right of first refusal. So long as Franchisee has obtained Franchisor's prior written consent, which will not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions set forth below, is not subject to Franchisor's first right of refusal.

14.3.2 *Conditions for Approval*. Franchisor may condition Franchisor's approval of any proposed sale or transfer of the Franchised Business or of Franchisee's interest in this Agreement upon satisfaction of the following occurrences:

14.3.2.1 All of Franchisee's accrued monetary obligations to Franchisor, Franchisor's affiliates, and Franchisor's designated/approved suppliers and vendors, are satisfied;

14.3.2.2 Franchisee must cure all existing defaults under this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, Franchisor's designated/approved suppliers and vendors, within the period permitted for cure and have substantially

complied with such agreements during their respective terms;

14.3.2.3 Franchisee and Franchisee's principals (if Franchisee is a partnership, corporation or limited liability company), and the transferee (if it has had any previous relationship with Franchisor or Franchisor's affiliates), must execute a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's affiliates and officers, directors, shareholders and employees, in their corporate and individual capacities; provided, however, the release will not be inconsistent with any applicable state statute regulating franchising;

14.3.2.4 Franchisee or transferee will provide Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of an agreement to faithfully perform all of Franchisee's obligations under this Agreement;

14.3.2.5 The transferee must demonstrate to Franchisor's satisfaction that he or she meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement; however, transferee cannot be in the same business as Franchisor either as licensor, franchisor, independent operator or licensee of any other business or chain that is similar in nature or in competition with Franchisor, except that the transferee may be an existing franchisee of ours;

14.3.2.6 The transferee must execute Franchisor's then-current Franchise Agreement for the unexpired term of this Agreement;

14.3.2.7 If there is no change in majority shares of Franchisee or primary owner, Franchisee shall pay Franchisor a transfer fee of $1,000. If Franchisee transfers the Franchised Business to a new owner, Franchisee shall pay Franchisor $10,000. If Franchisee transfers the Franchised Business to an existing System franchise owner, Franchisee shall pay Franchisor $5,000;

14.3.2.8 The transferee must satisfactorily complete Franchisor's training program at the transferee's expense within the time frame Franchisor sets forth;

14.3.2.9 Franchisee (and Franchisee's principals if Franchisee is a partnership, corporation or limited liability company), and the members of their respective families must comply with the post-termination provisions of this Agreement;

14.3.2.10 The transferee must obtain, within the time limits set by Franchisor, and maintain thereafter, all permits and licenses required for the operation of the Franchised Business;

14.3.2.11 To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer;

14.3.2.12 The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;

14.3.2.13 The purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Franchised Business and performance under its franchise agreement;

14.3.2.14 Franchisee must request that Franchisor provide the prospective transferee with Franchisor's current form of franchise disclosure document, and Franchisor will not be liable for any representations not included in the franchise disclosure document;

14.3.2.15 Franchisor's approval of the transfer will not constitute a waiver of any claims Franchisor may have against the transferring party;

14.3.2.16 Franchisor will have the right to disclose to any prospective transferee such revenue reports and other financial information concerning Franchisee and Franchisee's Franchised Business as Franchisee has supplied Franchisor hereunder; and

14.3.2.17 In any event, Franchisor may withhold or condition Franchisor's consent to any transfer as Franchisor deems appropriate based on the circumstances of the transfer or otherwise.

14.4 **Transfer to a Corporation or Limited Liability Company**. If Franchisee is an individual and desires to assign its rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, Franchisor will consent to the transfer without assessing the transfer fee set forth in Section 14.3.2.7, and such assignment will not be subject to Franchisor's right of first refusal in Section 14.3.1:

14.4.1 The corporation or limited liability company is newly organized and its activities are confined to operating the Franchised Business;

14.4.2 Franchisee is, and at all times remains, the owner of at least 51% of the outstanding shares of the corporation or a controlling interest in the limited liability company;

14.4.3 The corporation or limited liability company agrees in writing to assume all of Franchisee's obligations hereunder; and

14.4.4 All stockholders of the corporation, or members and managers of the limited liability company, as applicable, personally guarantee prompt payment and performance by the corporation or limited liability company of all its obligations to Franchisor and Franchisor's affiliates, under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates and execute a non-compete agreement as set forth in Section 17.2 hereof.

14.5 **Franchisor's Right to Transfer**. Franchisor has the right to sell, transfer, assign and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Agreement at Franchisor's sole discretion.

15 BREACH AND TERMINATION

15.1 **Automatic Termination**. This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

15.1.1 Voluntary Bankruptcy. If Franchisee makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or acquiesces in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consents to or acquiesces in the appointment of a trustee or receiver for Franchisee or the Franchised Business.

15.1.2 Involuntary Bankruptcy. If proceedings are commenced to have Franchisee adjudicated bankrupt or to seek Franchisee's reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for Franchisee or the Franchised Business without Franchisee's consent, and the appointment is not vacated within sixty (60) days.

15.1.3 Unauthorized Transfer. Franchisee purports to sell, transfer or otherwise dispose of Franchisee or any interest in the Franchised Business in violation of Section 14 hereof.

15.2 **With Notice and Without Opportunity to Cure**. Franchisor has the right to terminate this Agreement upon notice without providing Franchisee an opportunity to cure for any of the following breaches or defaults:

15.2.1 Criminal Acts. If Franchisee or its principals are convicted of or plead guilty or no contest to a felony or take part in any criminal misconduct relevant to the operation of Franchised Business.

15.2.2 Fraud. If Franchisee or its principals commit any fraud or misrepresentation in the operation of Franchised Business.

15.2.3 Misrepresentation. If Franchisee or its principals make any misrepresentation or omission in connection with Franchisee's franchise application, including but not limited to any financial misrepresentation.

15.2.4 Failure to Complete Training. If Franchisee fails to complete initial training as provided in Section 8.1.

15.2.5 Repeated Breaches. If Franchisor sends Franchisee two (2) or more written notices to cure pursuant to Sections 15.3 or 15.4 hereof in any twelve (12) month period, regardless of whether the defaults set forth in the notices were subsequently cured.

15.2.6 Breach of Other Agreements. If Franchisee or Franchisee's principals materially breach any other agreement with Franchisor or any of its affiliates, or threaten any material breach of any such agreement, and fail to cure such breach within any permitted period for cure.

15.2.7 Misuse of the Marks or Confidential Information. If Franchisee or Franchisee's principals materially violate any provision hereof pertaining to Marks or Confidential Information or misuse the Marks or Confidential Information, including the creation of a social media or other website without Franchisor's written consent.

15.2.8 Violation of In-term Restrictive Covenant. If Franchisee violates the in-term restrictive covenant contained in Section 17.1 below.

15.2.9 Liens. If a levy of writ of attachment or execution or any other lien is placed against Franchisee or any of Franchisee's principals or any of their assets which is not released or bonded against within thirty (30) days.

15.2.10 Insolvency. If Franchisee or any of Franchisee's principals become insolvent.

15.2.11 Abandonment. If Franchisee voluntarily or otherwise abandons the Franchised Business. The term "abandon" includes any conduct which indicates a desire or intent to discontinue the Franchised Business in accordance with the terms of this Agreement and will apply in any event Franchisee fails to operate the Franchised Business as a Franchised Business for a period of five (5) or more consecutive days when the Franchised Business should be open without Franchisor's prior written approval.

15.2.12 Unauthorized Products or Services. If Franchisee offers any unauthorized and unapproved products or services at or from the Franchised Business.

15.2.13 Unapproved Purchases. If Franchisee orders or purchases supplies, signs, furnishings, fixtures, equipment, or inventory from a supplier which Franchisor has not approved.

15.2.14 Required Software. If Franchisee misuses or makes unauthorized use of any Required Software Franchisor may now or in the future develop for use in connection with the System.

15.2.15 Insurance. If Franchisee fails to maintain insurance or to repay Franchisor for insurance paid for by it, or otherwise fails to adhere to the requirements of Section 9.

15.2.16 Government Regulations. If Franchisee fails, within fifteen (15) days after notification of non-compliance by federal, state, or local government authorities to comply with any law or regulation applicable to the Franchised Business.

15.2.17 Government Actions. If any government action is taken against Franchisee that results in any obligation upon Franchisor which in Franchisor's sole judgment is uneconomical, not in the best interests of Franchisor, or would result in Franchisor having an unintended relationship or obligation.

15.2.18 Anti-Terrorist Activities. If Franchisee fails to comply with the provisions of Section 22.7.

15.2.19 Personal Use of Franchised Business Property. If Franchisee takes for Franchisee's own personal use any assets or property of the Franchised Business, including employee taxes, FICA, insurance, or benefits.

15.2.20 Insufficient Funds. If there are insufficient funds in Franchisee's bank account to cover a check, credit card or EFT payment to Franchisor two (2) or more times within any twelve (12) month period.

15.2.21 Minimum Performance Requirements. If Franchisee fails to achieve the Minimum Performance Requirements set forth in this Agreement, Franchisor may terminate the Franchise Agreement or reduce the size of Franchisee's Territory.

15.3. **Upon 15 Days' Notice to Cure**. Franchisor has the right to terminate this Agreement if any of the following defaults remains uncured after expiration of a fifteen (15) day cure period:

15.3.1 Nonpayment. If Franchisee fails to pay as and when due any sums owed to Franchisor, any of Franchisor's affiliates, or any of Franchisor's Approved Suppliers or vendors.

15.3.2 Endorsement of Checks. If Franchisee fails to immediately endorse and deliver to Franchisor any payments due to Franchisor from any third party that is erroneously made to Franchisee.

15.3.3 Failure to Open. If Franchisee fails to commence operations of the Franchised Business within the time period prescribed in Section 7.3 of this Agreement.

15.3.4 Interruption of Service. If Franchisee fails to maintain the prescribed months, days or hours of operation at the Franchised Business.

15.3.5 Failure to Personally Supervise Franchised Business Operations. If Franchisee fails, in Franchisor's sole discretion, to personally supervise day-to-day operations of the Franchised Business.

15.3.6 Quality Control. If Franchisee fails to maintain the strict quality controls reasonably required by this Agreement and/or the Operations Manual.

15.3.7 Other Conduct Reflecting Adversely on System. If Franchisee conducts itself in a manner that, although not criminal, reflects adversely on the System, the Marks, or the products offered through the System.

15.3.8 Licenses and Permits. If Franchisee fails to procure or maintain any licenses, certifications, or permits necessary for the operation of Franchised Business.

15.4 **Upon 30 Days' Notice to Cure**. Franchisor has the right to terminate this Agreement after providing notice and a thirty (30) day period to cure if Franchisee fails to perform or comply with any one or more of the terms or conditions of this Agreement, the Operations Manual, or any ancillary agreements between Franchisee and Franchisor or Franchisor's affiliates.

15.5 **Non-waiver**. Franchisor's delay in exercising or failing to exercise any right or remedy under this Agreement or Franchisor's acceptance of any late or partial payment due hereunder will not constitute a waiver of any of Franchisor's rights or remedies against Franchisee.

15.6 **Step In Rights**. In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right, or any other rights, Franchisor may have against Franchisee, upon a failure to cure any default within the applicable time period (if any), Franchisor has the right, but not the obligation, to enter upon the Franchised Business premises and exercise complete authority with respect to the operation of the Franchised Business until such time as Franchisor determines, in Franchisor's sole discretion that the default has been cured, and Franchisee is otherwise in compliance with this Agreement. In the event Franchisor exercises the rights described in this Section, Franchisee must reimburse Franchisor for all reasonable costs and overhead, if any, incurred in connection with its operation of Franchisee's Franchised Business including, without limitations, costs of personnel for supervising and staffing the Franchised Business and their travel and lodging accommodations. If Franchisor undertakes to operate the Franchised Business pursuant to this Section, Franchisee agrees to indemnify and hold Franchisor (and Franchisor's representative(s) and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of Franchisor's operation of the Franchised Business.

16 RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

16.1 **Franchisee's Obligations**. Upon termination of this Agreement, regardless of the cause, and upon expiration and nonrenewal or transfer of this Agreement, Franchisee must, at Franchisee's cost and expense:

16.1.1 Cease immediately all operations under this Agreement;

16.1.2 Pay Franchisor, its affiliates, its System Suppliers and vendors, all other monies owed;

16.1.3 Discontinue immediately the use of the Marks and cease immediately to hold itself out as Franchisor's Franchisee or as otherwise affiliated with the System;

16.1.4 Immediately return the Operations Manual and all other Proprietary Material and Confidential Information Franchisor loaned to Franchisee, including all data or information related to customers, and immediately and permanently cease use of such information and materials;

16.1.5 Surrender all stationery, printed matter, signs, advertising materials and other items containing the Marks and all items which are a part of the trade dress of the System as Franchisor directs no later than five (5) days after the termination or expiration of this Agreement;

16.1.6 Immediately cease using all telephone and facsimile numbers (other than personal cell phone numbers) and listings, as well as any permitted domain names, used in connection with the operation of the Franchised Business (collectively, the "Assigned Property"), and direct the telephone company, domain name registrar, or other applicable third party to transfer all such Assigned Property to Franchisor or Franchisor's designee;

16.1.7 Take such action as will be necessary to amend or cancel any assumed name, business name or equivalent registration which contains any trade name or other Marks Franchisor licensed to Franchisee and furnish Franchisor evidence satisfactory to Franchisor of compliance with this obligation within fifteen (15) days after the termination, expiration or transfer of this Agreement;

16.1.8 Cease to communicate with all prospective, former, and current customers of the Franchised Business;

16.1.9 Comply with the post-termination covenants set forth in Section 17.2 hereof, all of which will survive the transfer, termination, or expiration of this Agreement;

16.1.10 Cease to use in advertising or in any other manner, any methods, procedures, or techniques associated with Franchisor or the System;

16.1.11 Permit Franchisor to make final inspection of Franchisee's financial records, books, and other accounting records within one (1) month of the effective date of termination, expiration, or transfer; and

16.1.12 Execute from time to time any necessary papers, documents, and assurances to effectuate the intent of this Section 16.

16.2 **Damages, Costs, and Expenses.** In the event of termination for any default by Franchisee, Franchisee will promptly pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation will give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of Franchisee's personal property, furnishings, equipment, signs, fixtures and inventory related to the operation of the Franchised Business.

16.3 **Option to Purchase Personal Property.** Upon the termination or expiration of this Agreement, Franchisor, or Franchisor's designee shall also have the option, but not the obligation, to purchase any personal property used in connection with operation of Franchisee's Franchised Business by providing Franchisee written notice of Franchisor's election within sixty (60) calendar days after such

termination or expiration and paying Franchisee the book value for such personal property within sixty (60) calendar days of such notice. For purposes of this paragraph, "book value" means the amount Franchisee actually paid for the personal property less depreciation (calculated by using the straight-line depreciation method on a ten (10) year depreciation schedule irrespective of the depreciation method or schedule Franchisee uses for accounting purposes). Notwithstanding the foregoing, to the extent that Franchisor exercises Franchisor's right to purchase any personal property that is subject to a lease or finance agreement, the purchase price of such personal property shall equal the amount of Franchisee's remaining obligations under the lease or finance agreement, as applicable. Franchisor shall be entitled to offset the purchase price by the amount of money owed by Franchisee to Franchisor for any payments necessary to acquire clear title to property or for any other debt. If Franchisor exercises Franchisor's option to purchase, pending the closing of such purchase, Franchisor has the right to appoint a manager to maintain operation of the Franchised Business, or Franchisor may require that Franchisee close the Franchised Business during such period without removing any assets. Franchisee is required to maintain in force all insurance policies required under this Agreement until the date of such closing. Franchisor has the unrestricted right to assign this option to purchase the Franchised Business. Franchisor will be entitled to all customary warranties and representations in connection with Franchisor's purchase of Franchisee's property, including, without limitation, representations and warranties as to ownership and condition of and title to the property; liens and encumbrances on the property; validity of contracts and agreements; and liabilities affecting the property, contingent or otherwise.

16.4 **Exclusions.** Franchisor may exclude from the personal property purchased under Section 16.3 cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Franchised Business's operation or that Franchisor has not approved as meeting standards for the Franchised Business.

16.5 **Assignment of Telephone/Facsimile Numbers and Domain Names.** Upon expiration or termination of the Franchise Agreement for any reason, Franchisee shall take such actions that Franchisor designates to transfer, disconnect, forward, or assign all telephone/facsimile numbers and domain names used in connection with the Franchised Business, as well as any white and yellow page telephone references, advertisements, and all trade and similar name registrations and business licenses to Franchisor or its designee and cancel any interest which Franchisee may have in the same (as Franchisor directs in its sole discretion). Franchisee agrees to execute all documents necessary to comply with the obligations of this Section, including the form Conditional Assignment of Telephone/Facsimile Numbers and Domain Names attached to this Agreement as Exhibit E.

17 COVENANTS

Franchisee acknowledges that as a participant in Franchisor's System, Franchisee will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures, and techniques which Franchisor has developed. Therefore, to protect Franchisor and all System Franchisees, Franchisee agrees as follows:

17.1 **During the Term of This Agreement.** During the term of this Agreement, neither Franchisee, Franchisee's officers, directors, or principals, nor any member of the immediate family of Franchisee or Franchisee's officers, directors, or principals, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership, or corporation:

17.1.1 Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business that offers the Approved Products and/or Services or event-planning services, including, but not limited to, site-selection for the venue for the

event, managing the details of the event, and managing the website for the event, or any other products and/or services authorized or offered for sale by other franchisees ("Competing Services"); or

17.1.2 Solicit any current, former, or prospective customer or contact person at a hotel or other event venue solicited by Franchisee's Franchised Business or any other customer or contact person of whom Franchisee has become aware as a result of access to the System or other Franchisees, and attempt to provide such customers or contact persons with Competing Services.

17.2 **After the Term of This Agreement.**

17.2.1 For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee nor Franchisee's officers, directors, or principals, nor any member of the immediate family of Franchisee or Franchisee's officers, directors, or principals, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation enter into any business competing in whole or in part with Franchisor by granting franchises or licenses for businesses offering Competing Services.

17.2.2 For a period of two (2) years after the expiration, transfer or termination of this Agreement, regardless of the cause, neither Franchisee or Franchisee's principals, nor any member of the immediate family of Franchisee or Franchisee's principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

17.2.2.1 Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, or otherwise have any interest in or involvement with any company offering Competing Services: (i) within the Territory; (ii) within a twenty-five (25) mile radius of (a) the perimeter of the Territory, (b) any other System business (whether franchised or company-owned) that is open or under development as of the date this Agreement is terminated or expires (or as of the date Franchisee assigns this Agreement), or (c) any other territory granted by Franchisor to open franchised business(es) under the Marks as of the date this Agreement expires or its terminated; or

17.2.3.1 To the extent permitted by applicable law, solicit business from customers, contact persons at hotels or other venues contracted with by Franchisee during the term of this Agreement, or contact any of Franchisor's suppliers or vendors for any competitive business purpose (regardless of location); or

17.2.2.2 Induce any of Franchisor's employees, or the employees of Franchisor's affiliates or any other System Franchisee to discontinue employment thereat.

17.3 **Intent and Enforcement**. It is the parties' intent that the provisions of this Section 17 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein will not render any other part unenforceable. In the event of the actual or threatened breach of this Section 17 by Franchisee, any of its principals, or any member of the immediate family of Franchisee or its principals, Franchisor will be entitled to an injunction restraining such person from any such actual or threatened breach. Franchisee acknowledges that the covenants contained herein are necessary to protect the goodwill of the Franchised Business, other Franchisees, and the System. Franchisee further acknowledges that covenants contained in this Section 17 are necessary to protect Franchisor's procedures and know-how transmitted during the term of this Agreement. Franchisee agrees that in the event of the actual or threatened breach of this Section 17, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee acknowledges and agrees on Franchisee's

own behalf and on behalf of the persons who are liable under this Section 17 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 17 in no way prevent any such person from earning a living. Franchisee further acknowledges and agrees that the time limitation of this Section 17 will be tolled during any default under this Section.

17.4 **No Defense**. Franchisee hereby agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 17. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees), which Franchisor incurs in connection with the enforcement of this Section 17.

18 DISPUTE RESOLUTION

18.1 **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principals).

18.2 **Internal Dispute Resolution.** Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's management, after providing notice as set forth in Section 18.6 below. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement.

18.3 **Mediation**. At Franchisor's option, all claims or disputes between Franchisee and Franchisor or its affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor or its affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure sent forth in Section 18.2 above, must be submitted first to non-binding mediation, in or near to Naples, Florida, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of sixty (60) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Franchisee will share mediation costs equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 18.3 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Marks, the System, or in any Confidential Information; or (ii) any of the restrictive covenants contained in this Agreement.

18.4 **Selection of Venue**. Nothing contained in this Agreement will prevent Franchisor from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests. The parties expressly agree to the jurisdiction and venue to any state court of general jurisdiction

nearest to Naples, Florida and the jurisdiction and venue of the United States District Court presiding over Naples, Florida. Franchisee acknowledges that this Agreement has been entered into in the State of Florida, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in Naples, Florida, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Florida set forth above. The parties agree that all proceedings, whether litigation or mediation, will be conducted on an individual, not a class-wide basis, and that any proceeding between Franchisee or its principals and guarantors and Franchisor or its principals, affiliates or employees may not be consolidated with any other proceeding between Franchisor and any other person or entity.

18.5 **Third Party Beneficiaries**. Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the mediation provision set forth in this Section 18, each having authority to specifically enforce the right to mediate claims asserted against such person(s) by Franchisor.

18.6 **Prior Notice of Claims.** As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice will preclude any claim for damages.

18.7 **No Right to Offset**. Franchisee is prohibited from withholding all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

18.8 **Injunctive Relief**. Nothing in this Agreement will prevent Franchisor from seeking to obtain injunctive relief, without posting a bond, against threatened conduct that will cause Franchisor loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted, Franchisee's only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Franchisee expressly waives all claims for damages Franchisee incurred as a result of the wrongful issuance.

18.9 **Limitation of Action**. Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period will be barred as a claim, counterclaim, defense, or set-off.

18.9.1 Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

18.10 **Waiver of Punitive Damages**. Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that

in the event of a dispute, that Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing language will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

18.11 THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER WILL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

19 REPRESENTATIONS AND ACKNOWLEDGMENTS

19.1 **No Authority; No Representations.** NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE FRANCHISOR EXCEPT FRANCHISOR'S AUTHORIZED OFFICER BY A WRITTEN DOCUMENT. FRANCHISEE ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY FRANCHISOR OR ON FRANCHISOR'S BEHALF WHICH HAVE LED FRANCHISEE TO ENTER INTO THIS AGREEMENT. FRANCHISEE UNDERSTANDS THAT FRANCHISOR AND ANY OF FRANCHISOR'S REPRESENTATIVES AND/OR AGENTS WITH WHOM FRANCHISEE HAS MET HAVE NOT MADE AND ARE NOT MAKING ANY GUARANTEES AS TO THE EXTENT OF FRANCHISEE'S SUCCESS IN FRANCHISEE'S FRANCHISED BUSINESS, AND HAVE NOT AND ARE NOT IN ANY WAY REPRESENTING OR PROMISING ANY SPECIFIC AMOUNTS OF EARNINGS OR PROFITS IN ASSOCIATION WITH FRANCHISEE'S FRANCHISED BUSINESS. FRANCHISEE UNDERSTANDS THAT WHETHER FRANCHISEE SUCCEEDS AS A FRANCHISEE IS DEPENDENT UPON FRANCHISEE'S EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF FRANCHISEE'S EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND FRANCHISOR'S CONTROL OR INFLUENCE. FRANCHISEE FURTHER UNDERSTANDS THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT FRANCHISOR HAS MADE NO REPRESENTATION THAT FRANCHISEE WILL DO AS WELL AS ANY OTHER FRANCHISEE.

19.2 **Opportunity for Review by Franchisee's Advisors.** FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS RECOMMENDED, AND THAT FRANCHISEE HAS HAD THE OPPORTUNITY TO OBTAIN, REVIEW OF THIS AGREEMENT BY FRANCHISEE'S LAWYER, ACCOUNTANT OR OTHER BUSINESS ADVISOR PRIOR TO EXECUTION HEREOF. FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS BEEN GIVEN THE OPPORTUNITY TO CLARIFY ANY PROVISION OF THIS AGREEMENT THAT FRANCHISEE MAY NOT HAVE INITIALLY UNDERSTOOD AND THAT FRANCHISOR HAS ADVISED FRANCHISEE TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY. FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISED

BUSINESS CONTEMPLATED BY THIS AGREEMENT AND RECOGNIZES THAT IT INVOLVES BUSINESS RISKS WHICH MAKE THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON FRANCHISEE'S ABILITIES AND EFFORTS.

19.3 **Execution of Agreement.** EACH OF THE UNDERSIGNED PARTIES WARRANTS THAT IT HAS THE FULL AUTHORITY TO SIGN AND EXECUTE THIS AGREEMENT. THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF FRANCHISEE WARRANTS TO FRANCHISOR, BOTH INDIVIDUALLY AND IN HIS/HER CAPACITY AS OFFICER/MEMBER, THAT ALL OF THE SHAREHOLDERS OF THE CORPORATION OR ALL OF THE MEMBERS/MANAGERS OF THE LIMITED LIABILITY COMPANY, AS APPLICABLE, HAVE READ AND APPROVED THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY NON-COMPETITION COVENANTS AND ANY RESTRICTIONS WHICH THIS AGREEMENT PLACES UPON RIGHTS TO TRANSFER THEIR INTEREST IN THE CORPORATION OR LIMITED LIABILITY COMPANY.

19.4 **No Personal Liability**. FRANCHISEE AGREES THAT FULFILLMENT OF ANY AND ALL OF FRANCHISOR'S OBLIGATIONS WRITTEN IN THIS AGREEMENT OR BASED ON ANY ORAL COMMUNICATIONS WHICH MAY BE RULED TO BE BINDING IN A COURT OF LAW WILL BE FRANCHISOR'S SOLE RESPONSIBILITY AND NONE OF FRANCHISOR'S AGENTS, REPRESENTATIVES, NOR ANY INDIVIDUALS ASSOCIATED WITH FRANCHISOR WILL BE PERSONALLY LIABLE TO FRANCHISEE FOR ANY REASON. FRANCHISEE AGREES THAT NOTHING THAT FRANCHISEE BELIEVES FRANCHISEE HAS BEEN TOLD BY FRANCHISOR OR FRANCHISOR'S REPRESENTATIVES WILL BE BINDING UNLESS IT IS WRITTEN IN THIS AGREEMENT. THIS IS AN IMPORTANT PART OF THIS AGREEMENT. DO NOT SIGN THIS AGREEMENT IF THERE IS ANY QUESTION CONCERNING ITS CONTENTS OR ANY REPRESENTATIONS MADE.

20 GUARANTEE OF PRINCIPALS AND THEIR SPOUSES

If Franchisee is a corporation, all shareholders and their spouses (or if Franchisee is a limited liability company, all members and managers and their spouses) hereby personally and unconditionally guarantee without notice, demand or presentment, the payment of all of Franchisee's monetary obligations under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, as if each were an original party to this or any other agreement in his or her individual capacity. All such personal guarantors further agree to be bound by the restrictions upon Franchisee's activities upon transfer, termination or expiration and nonrenewal of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such personal guarantors and their spouses must execute a continuing personal guaranty in the form attached hereto as Exhibit A.

21 NOTICES

All notices and requests to be given under this Agreement are to be in writing, and delivered by either hand delivery or overnight mail by a recognized carrier offering a delivery receipt, to the following addresses (which may be changed by written notice):

Franchisee Name/Address: _____

_____

_____

Franchisor	Meals of Hope Logistics, Inc. Attn: Stephen Popper 2221 Corporation Blvd. Naples, FL 34109
With a copy to:	Lane Fisher, Esq. Fisher Zucker, LLC 21 S. 21st Street Philadelphia, PA 19103

22 MISCELLANEOUS

22.1 **Entire Agreement.** This Agreement contains the entire Agreement of the parties. There are no representations, either oral or written, except those contained in this Agreement. This written Agreement includes all representations between the parties. Nothing in the franchise agreement or in any related document is intended to disclaim the representations made in the franchise disclosure document. This Agreement may not be modified except by a written document signed by both parties.

22.2 **Construction of Language.** The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Franchisee, their obligations and liabilities will be joint and several. Headings are for reference purposes and do not control interpretation. Reference to Franchisee's "immediate family" means Franchisee's spouse, parents, children and siblings and Franchisee's spouse's parents, children and siblings. Reference to Franchisee's "principals" means Franchisee's partners, officers, directors, shareholders, members and managers, as applicable. References to "Franchisor" and "Franchisee" include the party's successors, assigns or transferees. The parties have had a reasonable opportunity to review this Agreement. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by all of the parties, and no presumptions or burdens of proof will arise in favor of any party by virtue of the authorship of any of the provisions of this Agreement.

22.3 **Severability.** If any provision of this Agreement is deemed invalid or inoperative for any reason, that provision will be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, it will then be severed, and the remainder of that provision will continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated; provided, however, that if any part of this Agreement relating to payments to Franchisor or any of its affiliates or protection of the Marks or the Confidential Information, including the Operations Manual and Franchisor's other trade secrets, is declared invalid or unenforceable, then Franchisor at Franchisor's option may terminate this Agreement immediately upon written notice to Franchisee.

22.4 **State Law Applies.** If any provision of this Agreement, including but not limited to its provisions for transfer, renewal, termination, notice of termination, or cure rights, is inconsistent with any valid law or regulation of the state in which the Franchised Business is located, then the valid law or regulation of that state applicable to the Franchised Business will supersede any provision of this Agreement that is less favorable to Franchisee.

22.5 **Additional Documentation**. Franchisee must from time to time, subsequent to the date first set forth above, at Franchisor's request and without further consideration, execute and deliver such other documentation or agreements and take such other actions as Franchisor reasonably may require in order to effectuate the transactions contemplated herein. In the event that Franchisee fails to comply with

the provisions of this Section, Franchisee hereby appoints Franchisor as Franchisee's attorney-in-fact to execute any and all documents on Franchisee's behalf reasonably necessary to effectuate the transactions contemplated herein.

22.6 **Force Majeure.** Neither Franchisee, Franchisor, or Franchisor's affiliates will be liable for loss or damage or deemed to be in breach of this Agreement or any related agreement if its failure to perform its obligations is not the fault nor within the reasonable control of the person due to perform but results from, without limitation, fire, flood, natural disasters, acts of God, governmental acts or orders, civil disorders or pandemics. Any delay resulting from any such cause will extend the time of performance for the period of such delay or for such other reasonable period of time as the parties agree in writing or will excuse performance, in whole or in part, as Franchisor deems reasonable.

22.7 **Anti-Terrorist Activities.** Franchisee certifies that neither Franchisee, nor Franchisee's owners, principals, employees or anyone associated with Franchisee is listed in the Annex to Executive Order 13224 (the "Annex"). Franchisee agrees not to hire or have any dealings with a person listed in the Annex. Franchisee certifies that Franchisee has no knowledge or information that, if generally known, would result in Franchisee, Franchisee's owners, principals, employees, or anyone associated with Franchisee being listed in the Annex. Franchisee agrees to comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee certifies, represents, and warrants that none of Franchisee's property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and Franchisee's owners or principals are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that Franchisee's indemnification responsibilities as provided in Section 13.2 of this Agreement pertain to Franchisee's obligations under this Section 22.7. Any misrepresentation by Franchisee under this Section or any violation of the Anti-Terrorism Laws by Franchisee, Franchisee's owners, principals or employees will constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered into with Franchisor or one of Franchisor's affiliates in accordance with the terms of Section 15.2.18 of this Agreement. As used herein, "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies lists and any other requirements of any governmental authority (including without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts or acts of war.

22.8 **Attorneys' Fees.** If Franchisee is in breach or default of any monetary or non-monetary material obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Franchisee must pay all reasonable attorneys' fees, court costs and litigation expenses Franchisor incurs. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FRANCHISOR	**FRANCHISEE**
MEALS OF HOPE LOGISTICS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

© Meals of Hope Logistics, Inc.

EXHIBIT A
to
MEALS OF HOPE LOGISTICS, INC.
FRANCHISE AGREEMENT

PERSONAL GUARANTY

NOTE: IF FRANCHISEE IS A CORPORATION, EACH OF FRANCHISEE'S SHAREHOLDERS AND THEIR SPOUSES MUST EXECUTE THE FOLLOWING UNDERTAKING. IF FRANCHISEE IS A LIMITED LIABILITY COMPANY, EACH OF FRANCHISEE'S MEMBERS AND MANAGERS AND THEIR SPOUSES MUST EXECUTE THE FOLLOWING UNDERTAKING.

ARTICLE I
PERSONAL GUARANTY

The undersigned persons (individually and collectively "you") hereby represent to Meals of Hope Logistics, Inc. ("Franchisor") that at the time of execution of the Franchise Agreement ("Franchise Agreement") entered into between Franchisor and _____ ("Franchisee"), you are the spouse of Franchisee, all of the shareholders of Franchisee, all of the members and managers of Franchisee, or the spouse of any such shareholder, member or manager of Franchisee, as the case may be. In consideration of the grant by Franchisor to the Franchisee as provided in the Franchise Agreement, each you hereby agree, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the foregoing Franchise Agreement, and any other agreement between Franchisee and Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the aforesaid Franchise Agreement or other agreement between Franchisor and Franchisee, including, without limitation, any indebtedness of Franchisee arising under or by virtue of the aforesaid Franchise Agreement and that you (jointly and individually) will not permit or cause any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer, which consent must not be unreasonably withheld, and without first paying or causing to be paid to Franchisor the transfer fee provided for in said Franchise Agreement, if applicable, and without otherwise complying with the transfer provisions of the foregoing Franchise Agreement. You agree to be bound by the dispute resolution procedures set forth in the Franchise Agreement. You further agree to be bound by the in-term and post-term covenants against competition of the aforesaid Franchise Agreement.

ARTICLE II
CONFIDENTIALITY

During the term of this Agreement, you will receive information which Franchisor considers a trade secret and confidential information ("Confidential Information"). You will not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information including, without limitation, trade secrets, information about the System, Franchisor's Operations Manual and any other manuals or instructive materials provided by Franchisor, price lists, vendors, standards and specifications for operating an event-planning business, and other methods, techniques and know-how concerning the operation of the Franchised Business, which may be communicated to Franchisee or of which Franchisee may be apprised of by virtue of Franchisee's operation of the Franchised Business, including all contact information with personnel at hotels or other event venues. You further acknowledge and agree that all customers gained through the Franchised Business belong to Franchisor, and certain compiled lists containing information

about current and prospective customers and event venues including, (i) names and addresses, (ii) purchasing histories, and (iii) rates charged to customers constitute Franchisor's Confidential Information. Any and all information, knowledge, know-how, techniques, and other data which Franchisor designates as confidential will be deemed Confidential Information for purposes of this Agreement.

ARTICLE III
NON-COMPETITION

You acknowledge that as a participant in the Franchisor's System, you will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore, to protect Franchisor and all Franchisor's franchisees, you agree as follows:

1. **During the Term of the Franchise Agreement and this Guaranty.** During the term of the Franchise Agreement and this Personal Guaranty, each of the undersigned may not, directly or in-directly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1.1. Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lease space to, lend money or extend credit to, or have any other interest in or involvement with: (i) any other business that offers or sells services and/or products that are the same or substantially similar to the Franchised Business (each, a "Competing Business"); or (ii) offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business; provided, however, that this Section does not apply to your operation of a Meals of Hope franchise pursuant to a valid franchise agreement with Franchisor, or your ownership of less than two percent (2%) of the interests in a publicly traded company.

1.2. Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

1.3. Divert or attempt to divert business or customers of any Franchisee-owned Franchised Businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

2. **After the Term of This Agreement.**

2.1. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, the undersigned may not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation enter into any business competing in whole or in part with Franchisor in offering or granting franchises or licenses, or establishing joint ventures, for the ownership or operation of a Competing Business that is located within a twenty-five (25) mile radius of: (i) the perimeter of the Territory granted under the Franchise Agreement; (ii) any other System business that exists as of the date the Franchise Agreement is terminated or expires (or, if applicable, as of the date Franchisee assigns/transfers the Franchise Agreement); or (iii) any other territory granted by Franchisor to open System businesses under the Marks as of the date this Agreement expires or is terminated;

2.2. For a period of two (2) years after the expiration, transfer, or termination of the Franchise Agreement, regardless of the cause, the undersigned may not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

2.2.1. Contact any of Franchisor's suppliers or vendors for any competitive business purpose; or

2.2.2. Solicit any of Franchisor's employees, or the employees of Franchisor's affiliates, or any other System franchisee to discontinue employment (to the extent permitted by and subject to applicable law).

3. **Intent and Enforcement**. It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by you, any of your principals, or any members of their immediate family, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of the actual or threatened breach of this Article III, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. You acknowledge and agree that each of you has previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevents you from earning a living. You further acknowledge and agree that the time limitation of this Article III shall be tolled during any default under this Guaranty.

ARTICLE IV
DISPUTE RESOLUTION

1) **Acknowledgment**. You acknowledge that this Guaranty is not a license or franchise agreement and does not confer upon you any rights to use the Franchisor's Marks or its system.

2) **Governing Law.** This Guaranty will be deemed to have been made in and governed by the laws of the State of Florida (without reference to its conflict of laws principals).

3) **Internal Dispute Resolution.** You must first bring any claim or dispute arising out of or relating to the Franchise Agreement or this Guaranty to Franchisor's management. You agree to exhaust this internal dispute resolution procedure before bringing any dispute before a third party. This agreement to engage in internal dispute resolution first will survive the termination or expiration of this Guaranty.

4) **Mediation.** At Franchisor's option, all claims or disputes between you and Franchisor arising out of, or in any way relating to, this Guaranty or the Franchise Agreement or any other agreement by and between you and the Franchisor, or any of the parties' respective rights and obligations arising from such agreements must be submitted first to mediation, in Naples, Florida under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, you must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of 60 days following receipt of such notice within which to notify you as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. You may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation

efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and the parties will share the cost of mediator. This agreement to mediate at Franchisor's option will survive the termination or expiration of the Franchise Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Article IV if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): any federally protected intellectual property rights in the Marks, the System, or in any Confidential Information; or any of the restrictive covenants contained in this Guaranty or the Franchise Agreement.

5) **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the Franchise Agreement and this Guaranty, and the mediation provisions contained herein, each having authority to specifically enforce the right to mediate and arbitrate claims asserted against such person(s) by you.

6) **Injunctive Relief.** Nothing contained in this Guaranty will prevent Franchisor from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interest prior to the filing of any mediation proceeding or pending the trial or handing down of a decision or award pursuant to any mediation or judicial proceeding conducted hereunder.

7) **Jurisdiction and Venue.** The parties expressly agree to the jurisdiction and venue to any state court of general jurisdiction nearest to Naples, Florida and the jurisdiction and venue of the United States District Court presiding over Naples, Florida. Franchisee acknowledges that this Agreement has been entered into in the State of Florida, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in Naples, Florida, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Florida set forth above.

8) **Jury Trial Waiver.** YOU HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER WILL APPLY TO ANY MATTER WHATSOEVER BETWEEN YOU AND FRANCHISOR HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS PERSONAL GUARANTY OR THE FRANCHISE AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE FROM FRANCHISOR OF THE LICENSE AND/OR ANY GOODS OR SERVICES.

9) **Waiver of Punitive Damages.** You waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which you may have against us arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, your recovery will be limited to actual damages. If any other term of this Guaranty is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. The parties agree that all proceedings, whether litigation or mediation, will be conducted on an individual, not a class-wide basis, and that any proceeding between Franchisee and/or you and Franchisor and/or its affiliates or employees may not be consolidated with any other proceeding between Franchisor and any other person or entity.

10) **Limitation on Action.** You agree that no cause of action arising out of or under this Guaranty or the Franchise Agreement may be maintained by you unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against the Franchisor, whichever occurs sooner, and that any action not brought within this period will be barred as a claim, counterclaim, defense or set-off.

11) **Attorneys' Fees**. If Franchisee is in breach or default of any material obligation under this Guaranty or any related agreement between your and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), you must pay all reasonable attorneys' fees, court costs and litigation expenses Franchisor incurs. If you institute any legal action to interpret or enforce the terms of this Agreement, and your claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

12) **Nonwaiver.** Franchisor's failure to insist upon strict compliance with any provision of this Guaranty and the Franchise Agreement will not be a waiver of Franchisor's right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by Franchisor respecting any breach or default will not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty will be cumulative. Franchisor's election to exercise any remedy available by law or contract will not be deemed a waiver or preclude exercise of any other remedy.

13) **Severability.** The parties agree that if any provisions of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision will have the meaning, which renders it valid and enforceable. The language of all provisions of this Guaranty will be construed according to fair meaning and not strictly construed against either party. The provisions of this Guaranty are severable, and this Guaranty will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions will be enforced to the extent that they are valid and enforceable. If any material provision of this Guaranty will be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Guaranty.

14) **Construction of Language.** Any term defined in the Franchise Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty 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.

15) **Successors**. References to "Franchisor" or "the undersigned," or "you" include the respective parties' successors, assigns or transferees.

16) **No Personal Liability**. You agree that fulfillment of any and all of Franchisor's obligations written in this Guaranty or in the Franchise Agreement or based on any oral communications which may be ruled to be binding in a Court of Law will be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor will any individuals associated with Franchisor be personally liable to Franchisee or you for any reason.

PERSONAL GUARANTORS	**SPOUSES**
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT B
to
MEALS OF HOPE LOGISTICS, INC.
FRANCHISE AGREEMENT

FORM OF LANDLORD CONSENT AND AGREEMENT

© Meals of Hope Logistics, Inc.

CONSENT AND AGREEMENT OF LANDLORD

The undersigned Landlord hereby:

A. Agrees that the leased Premises will only be used in connection with the operation of Franchisee's MEALS OF HOPE franchised business;

B. Agrees that Franchisor has the right to enter the Premises to (a) make any modifications necessary to protect Franchisor's Marks, or (b) otherwise exercise or enforce Franchisor's rights under the Franchise Agreement;

C. Agrees to allow Franchisee, upon written request from Franchisor, to provide Franchisor with a current copy of the lease;

D. Agrees to notify Franchisor in writing of and upon the failure of Franchisee to cure any default by Franchisee under the Lease, and also provide Franchisor with the right to cure said default under the Lease within thirty (30) days of being notified (but Franchisor is under no obligation to do so);

E. Agrees that Franchisor will have the option, but not the obligation, to assume or renew the lease and the occupancy of the business Premises, including the right to sublease to another Franchisee, for all or any part of the remaining term of the lease, upon Franchisee's default or termination hereunder or upon Franchisee's default or termination or expiration of the Franchise Agreement, and in connection with said assumption Franchisor will not be obligated to pay to the landlord past due rent, common area maintenance, and other charges attributable to more than one (1) month. The landlord shall give Franchisor thirty (30) days, upon termination of Franchisee's rights under the lease, to exercise this option; and

F. Agrees that the lease may not be materially amended, assigned, or sublet without Franchisor's prior written approval.

Dated: _____

LANDLORD
CORPORATE SIGNATURE:

a/an _____ corporation

By: _____ By: _____

Its: _____ Its: _____

SIGNED and SEALED this _____ day of _____, 20___

_____ Notary Public

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EXHIBIT C
to
MEALS OF HOPE LOGISTICS, INC.
FRANCHISE AGREEMENT

EFT AUTHORIZATION FORM

© Meals of Hope Logistics, Inc.

EFT AUTHORIZATION FORM

Bank Name: _____
ABA# : _____
Acct. No.: _____
Acct. Name: _____

Effective as of the date of the signature below, **[Franchisee Name]** (the "Franchisee") hereby authorizes Meals of Hope Logistics, Inc. (the "Company") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to cover the following payments that are due and owing Company or its affiliates under the franchise agreement dated _____(the "Franchise Agreement") for the franchised business located at: _____ (the "Franchised Business"): (i) all Program Fees; (ii) Fund Contributions (if a Fund is established); (iii) any amounts due and owing the Company or its affiliates in connection with marketing materials or other supplies or inventory that is provided by Company or its affiliates; and (iv) all other fees and amounts due and owing to Company or its affiliates under the Franchise Agreement. Franchisee acknowledges each of the fees described above may be collected by the Company (or its designee) as set forth in the Franchise Agreement.

The parties further agree that all capitalized terms not specifically defined herein will be afforded the definition they are given in the Franchise Agreement.

Such withdrawals shall occur on a weekly basis, or on such other schedule as Company shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by Company. **[Franchisee Name]** shall provide Company, in conjunction with this authorization, a voided check from the above-referenced account.

AGREED:

FRANCHISEE

[INSERT FRANCHISEE NAME]

By: _____

Name (Print): _____

Its: _____

FRANCHISOR APPROVAL

MEALS OF HOPE LOGISTICS, INC.

By: _____
Stephen Popper, President and CEO

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

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EXHIBIT D
to
MEALS OF HOPE LOGISTICS, INC.
FRANCHISE AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT
(for trained employees, officers, directors, general partners, members, managers and any other management personnel of Franchisee)

In consideration of my being a [INSERT TITLE/ROLE WITH FRANCHISEE] of _____ (the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (the undersigned) hereby acknowledge and agree that Franchisee has acquired the right from Meals of Hope Logistics, Inc. (the "Company") to: (i) establish and operate an MEALS OF HOPE franchised business (the "Franchised Business"); and (ii) use in the operation of the Franchised Business the Company's trade names, trademarks and service marks (collectively, the "Proprietary Marks") and the Company's unique and distinctive format and system relating to the establishment and operation of MEALS OF HOPE businesses (the "System"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and approved location: _____ (the "Premises").

1. The Company possesses certain proprietary and confidential information relating to the operation of the Franchised Business and System generally, including without limitation: Company's proprietary and confidential Operations Manual and other manuals providing guidelines, standards and specifications related to the establishment and operation of the Franchised Business (collectively, the "Manual"); Franchisor's proprietary training materials and programs, as well as proprietary marketing methods and other instructional materials, trade secrets; information related to any other proprietary methodology or aspects of the System or the establishment and continued operation of the Franchised Business; financial information; any and all customer lists, contracts and other customer information obtained through the operation of the Franchised Business and other MEALS OF HOPE businesses; any information related to any type of proprietary software that may be developed and/or used in the operation of with the Franchised Business; and any techniques, methods, and know-how related to the operation of a MEALS OF HOPE business or otherwise used in connection with the System, which includes certain trade secrets, copyrighted materials, methods and other techniques and know-how (collectively, the "Confidential Information").

2. Any other information, knowledge, know-how, and techniques which the Company specifically designates as confidential will also be deemed to be Confidential Information for purposes of this Agreement.

3. As [INSERT TITLE WITH RESPECT TO FRANCHISEE] of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Manual, and other general assistance during the term of this Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as [INSERT TITLE] of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has

become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

6. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in: (i) any other business that offers or sells products or services that are the same or substantially similar to the Franchised Business (each, a "Competing Business"); or (ii) grants or has granted franchises or licenses, or establishes or has established joint ventures, for any Competing Business. I also agree that I will not undertake any action to divert business from the Franchised Business to any Competing Business, or solicit any of the former customers or employees of Franchisee for any competitive business purpose.

6.1 *Post-Term Restrictive Covenant for Members/Managers/Officers/Directors of Franchisee*. In the event I am a member/manager of the Franchised Business, or an officer/director/manager/partner of Franchisee that has not already executed a Personal Guaranty agreeing to be bound by the terms of the Franchise Agreement, then I further agree that I will not be involved in a Competing Business of any kind for a period of two (2) years after the expiration or termination of my employment with Franchisee for any reason: (i) at or within a twenty-five (25) mile radius of the Territory of the Franchised Business; or (ii) within a twenty-five (25) mile radius of any other MEALS OF HOPE business that exists at the time my employment with Franchisee ceases. During the two (2) year period described in this Section, I also agree that I will not: (a) be involved in the franchising or licensing of any Competing Business at any location within the United States where the Company can demonstrate it has offered or sold franchises as of the date my employment ceases with Franchisee; (b) undertake any action to divert business from the Franchised Business to any Competing Business; or (c) solicit any of the former customers or employees of Franchisee for any competitive business purpose.

7. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly 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 Agreement.

8. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

9. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

10. This Agreement shall be construed under the laws of Florida. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

IN WITNESS WHEREOF, this Agreement is made and entered into by the undersigned parties as of the Effective Date.

UNDERSIGNED

Signature: _____

Name: _____

Address: _____

Title: _____

ACKNOWLEDGED BY FRANCHISEE

[FRANCHISEE NAME]

By: _____

Title: _____

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EXHIBIT E
to
MEALS OF HOPE LOGISTICS, INC.
FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND DOMAIN NAMES

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND DOMAIN NAMES

1. _____, doing business as Meals of Hope (the "Assignor"), in exchange for valuable consideration provided by Meals of Hope Logistics, Inc. (the "Assignee"), receipt of which is hereby acknowledged hereby conditionally assigns to Assignee all telephone numbers, facsimile numbers, domain names, as well as any listings associated therewith, utilized by Assignor in the operation of its MEALS OF HOPE franchised business located at _____ (collectively, the "Assigned Property"). The Assigned Property includes the following:

Telephone Number(s): _____

Facsimile Number(s): _____

Domain Name(s) (as permitted by Franchisor under the Franchise Agreement): _____
_____.

2. The conditional agreement will become effective automatically upon termination, expiration of Assignor's franchise. Upon the occurrence of that condition, Assignor must do all things required by the telephone company and/or domain name registrar to assure the effectiveness of the assignment of Assigned Property as if the Assignee had been originally issued such Assigned Property and the usage thereof.

3. Assignor agrees to pay the telephone company and/or domain name registrar, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company or domain name registrar to effectuate this agreement, and agrees to fully cooperate with the telephone company and/or domain name registrar, as well as the Assignee, in effectuating this assignment.

ASSIGNOR

By: _____ Date: _____

Title:_____

ASSIGNEE

MEALS OF HOPE LOGISTICS, INC.

By: _____ Date: _____
Stephen Popper, President and CEO

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Exhibit C
to
MEALS OF HOPE LOGISTICS'S
Franchise Disclosure Document

FINANCIAL STATEMENTS

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Meals of Hope

Communities coming together to end hunger!

MEALS OF HOPE LOGISTICS, INC

FINANCIAL STATEMENTS

WITH INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2024, 2023 (Restated) and 2022 (Restated)

K&D KEZOS & DUNLAVY

Certified Public Accountants

& Business Advisors

MEALS OF HOPE LOGISTICS, INC.

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KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Independent Auditor's Report

To the Stockholder of
Meals of Hope Logistics, Inc.
Naples, Florida

Opinion

We have audited the accompanying financial statements of Meals of Hope Logistics, Inc., which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations, stockholder's equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Meals of Hope Logistics, Inc. as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

The financial statements of Meals of Hope Logistics, Inc. as of December 31, 2022 were audited by other auditors whose report dated April 27, 2023, expressed an unqualified opinion on those statements.

Basis for Opinion

We conducted our audits 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 the Company 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.

Emphasis of Matter

As discussed in Note 7 to the financial statements, the Company has suffered recurring losses from operations and has a net capital deficiency. The Company's owners have the ability to provide additional capital and intend to do so, if required. Our opinion is not modified with respect to that matter.

Emphasis of Matter – Correction of Error

As discussed in Note 6 to the financial statements, during the preparation of the financial statements for the year ended December 31, 2024, management identified errors in commission and packing expense related to the years ended December 31, 2024, 2023 and 2022. These errors resulted from the incorrect accrual of expenses incurred by a related party. As a result, the previously reported financial statements for the years ended December 31, 2023 and 2022 have been restated to reflect the correction of these errors. We have audited the adjustments described in Note 6 that were applied to restate the 2022 financial statements. We were not engaged to audit the year ended December 31, 2022. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

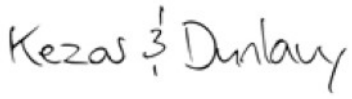
Auditor's Responsibilities for the Audit of the Financial Statements

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 the Company'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 the Company'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.



St. George, Utah
October 16, 2025

MEALS OF HOPE LOGISTICS, INC.

BALANCE SHEETS

As of December 31, 2024, 2023 (Restated) and 2022 (Restated)

	2024	2023*	2022*
Assets			
Current assets			
Cash and cash equivalents	$ 46,579	$ 209,140	$ 101,940
Notes receivable, current	-	4,100	-
Prepaid expenses	-	-	334
Deferred contract costs, current	23,824	6,400	5,000
Total current assets	70,403	219,640	107,274
Notes receivable, non-current	80,000	11,328	-
Deferred contract costs, non-current	44,427	15,025	15,000
Total non-current assets	124,427	26,353	15,000
Total assets	$ 194,830	$ 245,993	$ 122,274
Liabilities and Stockholder's Equity (Deficit)			
Current liabilities			
Accrued payroll	$ -	$ -	$ 3,709
Deferred revenue, current	45,200	33,725	21,200
Total current liabilities	45,200	33,725	24,909
Due to affiliate	482,496	396,005	-
Deferred revenue, non-current	117,633	94,487	71,300
Total current liabilities	600,129	490,492	71,300
Total liabilities	645,329	524,217	96,209
Stockholder's equity (deficit)			
Common stock, $0.00 par value; Authorized 0 shares, 0 issued as of December 31, 2024, 2023 and 2022	-	-	-
Additional paid-in capital	544,681	544,681	544,681
Accumulated deficit	(995,180)	(822,905)	(518,616)
Stockholder's equity (deficit)	(450,499)	(278,224)	26,065
Total liabilities and stockholder's equity (deficit)	$ 194,830	$ 245,993	$ 122,274

The accompanying notes are an integral part of the financial statements.

*Certain balances have been restated due to error. See Note 6 to the financial statements

MEALS OF HOPE LOGISTICS, INC.

STATEMENTS OF OPERATIONS

For the years ended December 31, 2024, 2023 (Restated) and 2022 (Restated)

	2024	2023*	2022*
Operating revenue			
Franchise fees	$ 82,879	$ 92,881	$ 13,500
Brand fund fees	6,799	4,880	-
Total revenue	89,678	97,761	13,500
Operating expenses			
Payroll expenses	137,598	131,643	154,333
Advertising and promotion	62,208	145,241	108,725
Legal fees	18,497	20,513	19,262
Other expenses	43,650	104,653	86,453
Total operating expenses	261,953	402,050	368,773
Net loss	$ (172,275)	$ (304,289)	$ (355,273)

The accompanying notes are an integral part of the financial statements.

*Certain balances have been restated due to error. See Note 6 to the financial statements

MEALS OF HOPE LOGISTICS, INC.

STATEMENTS OF STOCKHOLDER'S EQUITY (DEFICIT)

For the years ended December 31, 2024, 2023 (Restated) and 2022 (Restated)

	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Total
Balance as of December 31, 2021	$ -	$ -	$ (163,343)	$ (163,343)
Capital contributions	-	544,681	-	544,681
Net loss	-	-	(355,273)	(355,273)
Balance as of December 31, 2022	-	544,681	(518,616)	26,065
Net loss	-	-	(304,289)	(304,289)
Balance as of December 31, 2023	-	544,681	(822,905)	(278,224)
Net loss	-	-	(172,275)	(172,275)
Balance as of December 31, 2024	$ -	$ 544,681	$ (995,180)	$ (450,499)

The accompanying notes are an integral part of the financial statements.

*Certain balances have been restated due to error. See Note 6 to the financial statements

MEALS OF HOPE LOGISTICS, INC.

STATEMENTS OF CASH FLOWS

For the years ended December 31, 2024, 2023 (Restated) and 2022 (Restated)

	2024	2023*	2022*
Cash flow from operating activities:			
Net loss	$ (172,275)	$ (304,289)	$ (355,273)
Adjustments to reconcile net loss to net cash used in operating activities:			
Amortization expense	-	-	6,815
Changes in operating assets and liabilities:			
Notes receivable	(64,572)	(15,428)	-
Prepaid expenses	-	334	1,669
Deferred costs	(46,826)	(1,425)	5,000
Accounts payable	-	-	(25,000)
Accrued payroll	-	(3,710)	3,709
Deferred revenue	34,622	35,713	52,500
Net cash used in operating activities	(249,051)	(288,805)	(310,580)
Cash flows from financing activities:			
Capital contributions	-	-	544,681
Advances from (repayments to) affiliates	86,490	396,005	(195,123)
Net cash provided by financing activities	86,490	396,005	349,558
Net change in cash and cash equivalents	(162,561)	107,200	38,978
Cash at the beginning of the year	209,140	101,940	62,962
Cash at the end of the year	$ 46,579	$ 209,140	$ 101,940
Supplementary disclosures of non cash information			
Due to affiliate converted to equity	$ -	$ -	$ 563,943

The accompanying notes are an integral part of the financial statements.

*Certain balances have been restated due to error. See Note 6 to the financial statements

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

Meals of Hope Logistics, Inc. (the "Company"), a wholly owned subsidiary of Meals of Hope Foundation, Inc., operates a franchising business and anticipates selling franchises in a majority of the states. The Company was organized in the state of Florida.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

(b) Accounting Standards Codification

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission ("SEC"), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

(d) Reclassification

Certain items in the prior year have been reclassified to conform to the current year's presentation.

(e) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. As of December 31, 2024, 2023, and 2022, the Company had cash and cash equivalents of $46,579, $209,140, and $101,940, respectively.

(f) Revenue Recognition

The Company has adopted ASC 606, *Revenue from Contracts with Customers*. ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue. For each franchised location, the Company enters into a formal franchise agreement that clearly outlines the various components of the transaction price and the Company's performance obligations.

The Company's revenues consist of initial franchise fees and brand fund fees based on a percentage of program sales.

Brand fund fees

Upon evaluation of the five-step process, the Company has determined that brand fund fees are to be recognized in the same period as the underlying sales.

Initial franchise fees

The Company is required to allocate the transaction price associated with initial franchise fees between the franchise license and associated performance obligations. In identifying the associated performance obligations, the Company has elected to adopt the practical expedient for private company franchisors outlined in ASC 952-606, *Franchisors—Revenue from Contracts with Customers*. The practical expedient allows franchisors to account for pre-opening services as a single distinct performance obligation. These pre-opening services include the following services (which the Company may or may not provide all of):

- Assistance in the selection of a site
- Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiation
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes about local regulations affecting the franchisee's business
- Inspection, testing, and other quality control programs

Upon evaluation of the five-step process, the Company has determined that initial franchise fees are recognized as the Company satisfies the performance obligation over the franchise term, which is generally 5 years.

(g) Income Taxes

The Company elected under Part III of Chapter 607 of the Florida Statutes to be treated as a Benefit Corporation. Currently, income is taxable at the Company level, but the Company has the ability to file an election to be treated as an S Corporation for Federal tax purposes. The Company has not elected to be treated as an S Corporation.

The Company has adopted the liability method of accounting for income taxes ASC 740, *Income Taxes*. Under ASC 740, deferred income taxes are recorded to reflect tax consequences on future years for the differences between the tax basis of assets and liabilities and their financial reporting amounts at each year-end. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

The Company adopted the provisions ASC 740-10-25, *Accounting for Uncertainty in Income Taxes*. This provision prescribes recognition thresholds that must be met before a tax position is recognized in the financial statements and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Under the provision, an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements. The Company's evaluation was performed for the tax years ended December 31, 2024, 2023 and 2022. The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2024, the 2023, 2022 and 2021 tax years were open to examination.

(h) Advertising Costs

The Company expenses advertising costs as incurred. Advertising expenses for the years ended December 31, 2024, 2023, and 2022 were $62,208, $145,241, and $108,725, respectively.

(i) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, pre-paid expenses, and accounts payable the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

(j) Concentration of Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

(2) Operating Notes Receivable

The Company entered into operating notes receivable agreements with certain franchises related to the purchase of franchise territories. The notes are for terms of five years and charge interest of 0%. As of December 31, the balance of the Company's notes receivable are as follows:

	2024	2023
Notes receivable, current	$ -	$ 4,100
Notes receivable, non-current	80,000	11,328
	$ 80,000	$ 15,428

There were not any notes receivable as of December 31, 2022.

(3) Franchise Agreements

The Company's franchise agreements generally provide for payment of initial fees as well as continuing brand fund fees to the Company based on a percentage of sales. Under the franchise agreement, franchisees are granted the right to operate in a location using the Meals of Hope Logistics system for a period of five years. Under the Company's revenue recognition policy, franchise fees and any corresponding commissions (contract costs) are recognized over the life of the contract.

The Company has estimated the following current and non-current portions of deferred contract costs as of December 31, 2024, 2023, and 2022:

	2024	2023	2022
Deferred contract costs, current	$ 23,824	$ 6,400	$ 5,000
Deferred contract costs, non-current	44,427	15,025	15,000
	$ 68,251	$ 21,425	$ 20,000

The Company has estimated the following current and non-current portions of deferred revenue as of December 31, 2024, 2023, and 2022:

	2024	2023	2022
Deferred revenue, current	$ 45,200	$ 33,725	$ 21,200
Deferred revenue, non-current	117,633	94,487	71,300
	$ 162,833	$ 128,212	$ 92,500

(4) Due to Affiliate

The Company routinely shares operating costs with a related party entities under common control. As of December 31, 2024, 2023, and 2022, the balance owed to the affiliate was $482,496, $396,005, and $0, respectively.

(5) Income Taxes

As of December 30, 2024, 2023 and 2022, the components of the deferred income tax asset are as follows:

	2024	2023	2022
Deferred tax asset			
Net operating loss roll forward	381,674	198,603	91,211
Net effect of cash vs. accrual	(78,844)	23,155	19,316
General allowance	(302,830)	(221,758)	(110,527)
Net deferred tax asset	$ -	$ -	$ -

(6) Correction of Errors

During the preparation of the financial statements for the year ended December 31, 2024, management identified errors in commission and packing expense related to years ended December 31, 2024, 2023 and 2022. These errors resulted from the incorrect accrual of expenses incurred by a related party. Commission and packing expense should not have been recorded on the books of the franchisor. As a result, the previously reported financial statements for the years ended December 31, 2023 and 2022 have been restated to reflect the correction of these errors as follows:

	2022 As previously reported	2022 As restated	Change
Commission expense	$ 12,950	$ -	$ (12,950)
Packing expense	19,262	-	(19,262)
Equity	26,065	26,065	-
Capital contributions	$ 576,893	$ 544,681	$ (32,212)

	2023 As previously reported	2023 As restated	Change
Commission expense	$ 121,354	$ -	$ (121,354)
Packing expense	13,224	-	(13,224)
Equity	(412,803)	(278.224)	134.579
Due to affiliate	$ 530,583	$ 396,005	$ (134,578)

Management has reevaluated the effectiveness of internal controls over financial reporting in light of these errors and has implemented measures to prevent similar errors in the future.

(7) Plans for Future Operations

The Company's financial statements have been prepared on a going concern basis, which assumes the realization of assets and settlement of obligations in the ordinary course of business. The Company has incurred cumulative losses to date, and as of the balance sheet date, current obligations exceeded readily available cash and receivables. The estimated liquidation value of fixed assets is not expected to provide significant near-term support.

Management has considered these circumstances and has developed plans to secure additional financing from its members have demonstrated to management both the ability and intent to fund operations as needed. Accordingly, management believes these plans address any potential concerns and support the Company's ability to continue operating as a going concern.

(8) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involving such amounts of unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(9) Subsequent Events

Management has reviewed and evaluated subsequent events through October 16, 2025, the date on which the financial statements were available to be issued.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADIVSED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESS HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

© Meals of Hope Logistics, Inc.
2025 Franchise Disclosure Document

Statement of Activity

MEALS OF HOPE LOGISTICS, INC.

January 1-June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
41000 Franchise Fee	40,000.00
Total for Income	**$40,000.00**
Cost of Goods Sold	
Gross Profit	**$40,000.00**
Expenses	
60050 Accounting and Bookkeeping	13,595.96
60100 Advertising and Public Relation	20,773.02
61900 Conferences and Meetings	3,389.10
62500 Dues and Subscriptions	2,775.00
63300 Insurance Expense	0
63302 D&O	379.14
Total for 63300 Insurance Expense	**$379.14**
63310 Employee Health Insurance	495.58
64000 Legal Fees	7,371.51
66000 Payroll Expenses	0
66001 Wages	74,363.08
66002 Payroll Taxes	5,636.37
Total for 66000 Payroll Expenses	**$79,999.45**
66700 Professional Fees	0
66701 Broker Commission	4,385.00
Total for 66700 Professional Fees	**$4,385.00**
Total for Expenses	**$133,163.76**
Net Operating Income	**-$93,163.76**
Other Income	
Other Expenses	
Net Other Income	**0**
Net Income	**-$93,163.76**

Statement of Financial Position

MEALS OF HOPE LOGISTICS, INC.

As of June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
10100 First Citizens Bank 8853	46,578.50
Total for Bank Accounts	**$46,578.50**
Accounts Receivable	
11000 Accounts Receivable	116,004.50
Total for Accounts Receivable	**$116,004.50**
Other Current Assets	
12000 Prepaid Expenses	
Total for Other Current Assets	**0**
Total for Current Assets	**$162,583.00**
Fixed Assets	
14000 Software	9,085.50
17001 Accumulated Amortization	-9,086.00
Total for Fixed Assets	**-$0.50**
Other Assets	
13000 Deferred Costs	6,400.00
16000 Contract costs, long term	15,025.00
18000 Notes Receivable, non-current	4,100.00
Total for Other Assets	**$25,525.00**
Total for Assets	**$188,107.50**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	
20004 Due to Meals of Hope	995,545.71
Total for Accounts Payable	**$995,545.71**
Credit Cards	
Other Current Liabilities	
20100 Deferred revenue-short term	-94,487.50
Total for Other Current Liabilities	**-$94,487.50**
Total for Current Liabilities	**$901,058.21**
Long-term Liabilities	
23000 Deferred Revenue	222,699.50
Total for Long-term Liabilities	**$222,699.50**
Total for Liabilities	**$1,123,757.71**

Statement of Financial Position

MEALS OF HOPE LOGISTICS, INC.

As of June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Equity	
30001 Owners Equity-MOH Foundation	601,893.00
32000 Retained Earnings	-1,444,379.45
Net Income	-93,163.76
Total for Equity	**-$935,650.21**
Total for Liabilities and Equity	**$188,107.50**

Exhibit D
to
MEALS OF HOPE LOGISTICS'S
Franchise Disclosure Document

STATE SPECIFIC ADDENDA
TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

© Meals of Hope Logistics, Inc.
2025 Franchise Disclosure Document

ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, III. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

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 with the franchise.

NATIONAL ACCOUNTS EXIST IN THIS FRANCHISE SYSTEM. FRANCHISOR RESERVES THE RIGHT TO ESTABLISH, IDENTIFY AND SERVICE "NATIONAL ACCOUNTS" WITHIN YOUR TERRITORY. FRANCHISOR OR ITS AFFILIATE(S) MAY PROVIDE PRODUCTS & SERVICES TO A "NATIONAL ACCOUNT" WITH NO COMPENSATION PAID TO YOU.

Item 5:

Due to our financial condition, the Illinois Attorney General's Office has required us to post a surety bond. We have secured a surety bond in the amount of $103,000 from Travelers Casualty and Surety Company of America to ensure fulfillment of all of our pre-opening obligations to you under the Franchise Agreement. The surety bond is on file with the Illinois Attorney General's Office.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Illinois law governs the agreements between the parties to this franchise.

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.

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.

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.

Agreed to by:

FRANCHISOR	**FRANCHISEE**
MEALS OF HOPE LOGISTICS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

© Meals of Hope Logistics, Inc.

ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT

The following are revisions to the Franchise Agreement:

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in an 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. Section 3.1 of the Franchise Agreement is hereby amended as follows:

Due to our financial condition, the Illinois Attorney General's Office has required us to post a surety bond. We have secured a surety bond in the amount of $103,000 from Travelers Casualty and Surety Company of America to ensure fulfillment of all of our pre-opening obligations to you under the Franchise Agreement. The surety bond is on file with the Illinois Attorney General's Office.

6. NATIONAL ACCOUNTS EXIST IN THIS FRANCHISE SYSTEM. FRANCHISOR RESERVES THE RIGHT TO ESTABLISH, IDENTIFY AND SERVICE "NATIONAL ACCOUNTS" WITHIN YOUR TERRITORY. FRANCHISOR OR ITS AFFILIATE(S) MAY PROVIDE PRODUCTS & SERVICES TO A "NATIONAL ACCOUNT" WITH NO COMPENSATION PAID TO YOU.

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 with the franchise.

Agreed to by:

FRANCHISOR	**FRANCHISEE**
MEALS OF HOPE LOGISTICS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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INDIANA ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF INDIANA ARE HEREBY AMENDED AS FOLLOWS:

1. Any agreement executed in and operative within the State of Indiana shall be governed by applicable Indiana franchise laws and the right of any franchisee to institute a civil action or initiate arbitral proceedings within the State of Indiana shall not be deemed to have been abridged in any form or manner by any provisions contained in this Agreement.

2. In compliance with Indiana Code 12-2-2.7-1(9), any provisions in this Franchise Agreement relating to non-competition upon the termination or non-renewal of the Franchise Agreement shall be limited to a geographic area not greater than the Franchise Area granted in this Franchise Agreement and shall be construed in accordance with Indiana Code 23-2-2.7-1(9).

3. Indiana Code section 23-2-2.7-1(10) prohibits the choice of an exclusive forum other than Indiana.

4. Indiana Code section 23-2.2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, any provisions in the Franchise Agreement regarding liquidated damages may not be enforceable.

5. In compliance with Indiana Code 23-2-2.7-1(10), any inference contained in this Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief shall, when applicable to a Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted, understood to mean and replace the words "may seek".

6. Indiana Code section 23-2-2.5 and 23-2-2.7 supersedes the choice of law clauses of the Franchise Agreement.

7. Indiana Code section 23-2.2.7-1 makes it unlawful for a franchisor to terminate a franchise without good cause or to refuse to renew a franchise on bad faith.

8. Any reference contained in this Franchise Agreement to a prospective franchisee's "exclusive Franchise Area" shall, in any Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted and replaced with the words "non-exclusive Franchise Area".

9. In compliance with Indiana Code 23-2-2.7-1(5), any requirement that the Franchisee must execute a release upon termination of this Agreement shall not be mandatory and is hereby made discretionary. However, Franchisee shall execute all other documents necessary to fully rescind all agreements between the parties under this Agreement.

10. 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 with the franchise.

© Meals of Hope Logistics, Inc.

Agreed to by:

FRANCHISOR	**FRANCHISEE**
MEALS OF HOPE LOGISTICS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MARYLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

The following is added to Item 5:

Based on the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the outlet is opened.

The following is added to Item 17:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et. seq.).

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

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

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The following is added to the Franchisee Questionnaire attached to the Franchise Disclosure Document as Exhibit H:

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

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 with the franchise.

Agreed to by:

FRANCHISOR	**FRANCHISEE**
MEALS OF HOPE LOGISTICS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT

In recognition of the requirements of Maryland Franchise Registration and Disclosure Law, the parties to the attached Meals of Hope Logistics, Inc. Franchise Agreement agree as follows:

1. Section 15.1 of the Franchise Agreement is hereby amended as follows:

   The termination of this Agreement for this reason may not be enforceable under federal bankruptcy law (11 U.S.C §101 et. seq.).

2. Sections 2 and 14.3.2 of the Franchise Agreement are hereby amended as follows:

   The general release required as a condition to renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Section 18.4 of the Franchise Agreement is hereby amended as follows:

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

4. Section 18 of the Franchise Agreement is hereby supplemented and amended as follows:

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

5. The Franchise Agreement is hereby supplemented and amended as follows:

   Based on the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the outlet is opened.

6. 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 with the franchise.

Agreed to by:

FRANCHISOR	**FRANCHISEE**
MEALS OF HOPE LOGISTICS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

To the extent Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

Item 5

Due to our financial condition, we are required to defer collection of initial franchise fees until the Franchised Business opens.

Item 7

Due to our financial condition, we are required to defer collection of initial franchise fees until the Franchised Business opens.

State Cover Page and Item 17, Additional Disclosures:

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.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief.

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 with the franchise.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. State. 604.113, which puts a cap of $30 on service charges.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting

to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14. subds 3,4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure), 180 days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.17, subd. 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 with the franchise.

MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

THE PARTIES TO THE ATTACHED MEALS OF HOPE LOGISTICS, INC. FRANCHISE AGREEMENT AGREE THAT THE AGREEMENT IS AMENDED AS FOLLOWS:

1. Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchiser 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 Statute 80Cor (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases):

    A. 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

    B. that consent to the transfer of the franchise will not be unreasonably withheld.

3. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser 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.

4. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

6. The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

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 with the franchise.

8. The Franchise Agreement is hereby amended to state that Franchisor is required to defer the collection of initial fees until the franchised business opens.

Agreed to by:

FRANCHISOR	**FRANCHISEE**
MEALS OF HOPE LOGISTICS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NEW YORK ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

IN THE STATE OF NEW YORK ONLY, THIS FRANCHISE 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, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. 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 Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy

code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. 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.

6. 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.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. 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.

9. The following is added to the end of Item 19:

REPRESENTATIONS REGARDING EARNINGS CAPABILITY

MEALS OF HOPE LOGISTICS, INC. DOES NOT FURNISH OR AUTHORIZE ITS SALESPERSONS TO FURNISH ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF A FRANCHISE. ACTUAL RESULTS VARY FROM UNIT TO UNIT AND MEALS OF HOPE LOGISTICS, INC. CANNOT ESTIMATE THE EARNINGS OF ANY PARTICULAR FRANCHISE.

ADDENDUM TO MEALS OF HOPE LOGISTICS, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

For franchises and franchisees subject to the North Dakota Franchise Investment Law, the following information supersedes or supplements, as the case maybe, the corresponding disclosures in the main body of the text of the Meals of Hope Logistics, Inc. Franchise Agreement.

1. Section 2.2 of the Franchise Agreement is hereby amended to provide that any provision requiring a franchisee to sign a general release upon renewal of a franchise agreement is deleted in its entirety.

2. Item 17(i) and Section 16 of the Franchise Agreement are hereby amended to provide that any provision of the Franchise Agreement requiring a franchisee to consent to termination or liquidated damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

3. Section 17.2 of the Franchise Agreement is hereby amended to add the following language:

"Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

4. Section 18.1 of the Franchise Agreement is hereby amended to add the following language:

Any provision requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law and is void. These provisions are hereby amended to provide that the Franchise Agreement is to be construed according to the laws of North Dakota.

5. Section 18 of the Franchise Agreement is hereby amended to add the following language:

Any provision requiring a franchisee to agree to mediation or courts outside of North Dakota has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. These provisions are amended to provide the site of mediation or litigation must be agreeable to all parties and may not be remote from the franchisee's place of business.

6. Section 18.4 of the Franchise Agreement is hereby amended to add the following language:

Any provision which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

7. Section 18.9 of the Franchise Agreement is hereby amended to provide that the statute of limitations under North Dakota law will apply.

8. Section 18.10 of the Franchise Agreement are hereby amended to provide that any provision requiring a franchisee to consent to a waiver of exemplary and punitive damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law and is void.

9. Section 18.11 of the Franchise Agreement is hereby amended to provide that any provision requiring a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law and is void.

10. Item 5 of the Franchise Disclosure Document and the Franchise Agreement are hereby amended to state that Franchisor shall defer the collection of initial fees until Franchisor has completed its pre-opening obligation under the Franchise Agreement and the franchisee has commenced doing business.

11. 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 with the franchise.

Agreed to by:

FRANCHISOR	**FRANCHISEE**
MEALS OF HOPE LOGISTICS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RHODE ISLAND ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF RHODE ISLAND ARE HEREBY AMENDED AS FOLLOWS:

1. Pursuant to the Rhode Island Franchise Investment Act, the choice of jurisdiction and venue provisions of this Franchise Agreement shall be governed by Section 19-28.1-14 of the Act.

2. Pursuant to Section 19-28.1-15 of the Act, any condition, stipulation or provision in this Franchise Agreement requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgment provision, disclaimer or integration clause or a provision having a similar effect in the Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act.

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 with the franchise.

Agreed to by:

FRANCHISOR	**FRANCHISEE**
MEALS OF HOPE LOGISTICS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RHODE ISLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

For franchises and franchisees subject to the Rhode Island statutes and regulations, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Meals of Hope Logistics, Inc. Franchise Disclosure Document.

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 with the franchise.

Item 17:

1. §19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in the franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. The Rhode Island Franchise Investment Act requires a franchisor to deliver a copy of a disclosure document reflecting all material changes together with a copy of all proposed agreements relating to the sale of the franchise at the earlier of: (i) the prospective franchisee's first personal business meeting with the franchisor which is held for the purpose of discussing the sale or possible sale of the franchise, or (ii) ten business days prior to the execution of an agreement or payment of any consideration relating to the franchise relationship.

SOUTH DAKOTA ADDENDUM
TO THE
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

Neither Meals of Hope Logistics, Inc., nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the 10-year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings.

Although the Franchise Agreement requires all arbitration proceedings to be held in Naples, Florida, the site of any mediation started pursuant to the Franchise Agreement will be at a site mutually agreed upon by you and us.

We may not terminate the Franchise Agreement for a breach, for failure to meet performance and quality standards and/or for failure to make royalty payments unless you receive thirty (30) days prior written notice from us and you are provided with an opportunity to cure the defaults.

Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.

The laws of the State of South Dakota will govern matters pertaining to franchise registration, employment, covenants not to compete, and other matters of local concern; but as to contractual and all other matters, the Franchise Agreement will be subject to the applications, construction, enforcement and interpretation under the governing law of Florida.

Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

Item 5 of the Franchise Disclosure Document and Section 3 of the Franchise Agreement are hereby amended to state that initial fees and payments to Franchisor or its affiliate shall be deferred until the franchisee is open for business.

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 with the franchise.

FRANCHISOR	**FRANCHISEE**
MEALS OF HOPE LOGISTICS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____

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VIRGINIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for **Meals of Hope Logistics, Inc.** for use in the Commonwealth of Virginia shall be amended as follows:

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 with the franchise.

Additional Disclosure: the following statement is added to Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement.

Additional Disclosure: the following statements are added to Item 17.h.

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

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.

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.

VIRGINIA ADDENDUM TO THE FRANCHISE AGREEMENT

In recognition of the requirements of the Virginia Retail Franchising Act, the parties to the attached Meals of Hope Logistics, Inc. Franchise Agreement agree as follows:

1. The Franchise Agreement is hereby amended to add the following language:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

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 with the franchise.

Agreed to by:

FRANCHISOR	**FRANCHISEE**
MEALS OF HOPE LOGISTICS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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WISCONSIN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

To the extent the Wisconsin Franchise Investment Law, Wis. State. §§553.01-553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

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 with the franchise.

Item 17, Additional Disclosures:

For all franchisees residing in the State of Wisconsin, we will provide you with at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the law.

RIDER TO STATE ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN (EACH A "REGULATED STATE" AND COLLECTIVELY, THE "REGULATED STATES")

This Rider to State Addendum to the Franchise Disclosure Document and Franchise Agreement ("Rider") is entered into by and between (i) Meals of Hope Logistics, Inc., a corporation ("Franchisor"), and (ii) _____, a (individual/limited liability company/corporation) with an address at _____("Franchisee").

A. Concurrently with the execution of this Rider, Franchisor and Franchisee are entering into a franchise agreement (the "Franchise Agreement,"), pursuant to which Franchisee will acquire the right and undertake the obligation to own and operate a franchised business (the "Franchised Business") that may be located in, or subject to the regulations of, one of the Regulated States (the "Applicable Franchise Registration State").

B. Franchisor and Franchisee wish to amend the Franchise Agreement (as applicable) as provided in this Rider.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Franchise Agreement is hereby amended as follows:

1. **NASAA SOP Acknowledgment.** Franchisee and Franchisor hereby acknowledge that the Statement of Policy regarding the use of franchise questionnaires and acknowledgments issued by the North American Securities Administrators Association, Inc. ("NASAA"), which went into effect on January 1, 2023, provides that questionnaires and acknowledgments that are used as contractual disclaimers that release or waive a franchisee's rights under a state franchise law violate the anti-fraud and/or anti-waiver provisions of the statutes of the Regulated States. Accordingly, while the SOP remains in effect, or until such time as the regulations in the Regulated States are modified to adopt the restrictions on the use of acknowledgements and questionnaires as set forth in the SOP, for prospective franchisees that reside in or are looking to operate a Franchised Business in any Regulated State, the Franchise Agreement and Development Agreement (as applicable) will be amended to include the following provision:

> "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 and claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

2. Except as provided in this Rider, the Franchise Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

3. The following provisions are removed from the Franchise Agreement: Section 19.

FRANCHISOR	**FRANCHISEE**
MEALS OF HOPE LOGISTICS, INC.	**[NAME]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit E
to
MEALS OF HOPE LOGISTICS'S
Franchise Disclosure Document

SAMPLE TERMINATION AND RELEASE AGREEMENT

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2025 Franchise Disclosure Document

SAMPLE TERMINATION OF FRANCHISE AGREEMENT AND RELEASE UPON TRANSFER TO AN AUTHORIZED FRANCHISEE

This Termination of Franchise Agreement and Release (the "Agreement") is made this _____day of _____, 20__, by and between Meals of Hope Logistics, Inc., a Florida corporation with its principal place of business at 2221 Corporation Blvd, Naples, FL, 34109 ("Franchisor") and _____, a _____ with its principal place of business at _____("Transferor").

BACKGROUND

A. On _____, Transferor entered into a franchise agreement (the "Franchise Agreement") with Franchisor for the right to operate a Franchised Business under Franchisor's proprietary marks and system (the "System") at the following approved location: _____ (the "Franchised Business").

B. Transferor has satisfied all conditions of transfer as specified in the Franchise Agreement and now desires to sell the business to _____, who has been approved by Franchisor as an authorized transferee.

C. In order to complete Transferor's sale of the business, Transferor now desires to terminate the Franchise Agreement and all rights and obligations between the parties relating to the Franchise Agreement, and Franchisor desires to accept such termination, pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Subject to the terms and conditions contained in this Agreement, the Franchise Agreement and all rights and obligations between Franchisor and Transferor arising from or related to the Franchise Agreement are terminated, effective as of the date of this Agreement.

2. Notwithstanding anything in this Agreement to the contrary, the parties agree that Transferor shall remain bound by all of the post-term covenants and obligations contained in the Franchise Agreement including, without limitation, those relating to Confidential Information and Non-competition.

3. Transferor represents and warrants that all of Transferor's monetary obligations to Franchisor and its subsidiaries and affiliates have been satisfied in full as of the date of this Agreement.

4. Transferor, for itself and all persons and entities claiming by, through or under it, release, acquit and forever discharge Franchisor and its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, successors and assigns (the "Franchisor Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which Transferor, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had or claim to have against the Franchisor Releasees arising out of or related to the offer, sale and operation of the business, and the parties' rights or obligations under the Franchise Agreement.

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5. Excluding the indemnification obligations in the Franchise Agreement, and Transferor's obligations as in Section 2 of this Agreement, Franchisor, for itself and all persons and entities claiming by, through or under it, releases, acquits and forever discharges Transferor and Transferor's employees, agents, servants, representatives, affiliates, successors and assigns (the "Transferor Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which it, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had or claim to have against the Transferor Releasees arising out of or related to the offer, sale and operation of the business, and the parties' rights or obligations under the Franchise Agreement.

6. This Agreement constitutes the entire integrated agreement of the parties with respect to the subject matter contained in this Agreement and may not be subject to any modification without the written consent of the parties.

7. This Agreement shall be construed under the laws of the State of Florida, which laws shall control in the event of any conflict of law.

8. This Agreement shall be for the benefit of and binding upon the parties and their respective representatives, successors and assigns.

9. Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

10. In the event that Franchisor retains the services of legal counsel to enforce the terms of this Agreement, it shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Agreement.

11. Transferor agrees that Transferor has and had a relationship with Franchisor at its offices in Florida and that, with the exception of Franchisor's right to seek injunctive relief in any appropriate jurisdiction, any action by or against Franchisor arising out of or relating to this Agreement shall be commenced and concluded in the Florida pursuant to the mediation, venue and jurisdiction provisions of the Franchise Agreement.

12. This Agreement may be executed in multiple counterparts by the various parties and the failure to have the signatures of all parties on a single Agreement shall not affect the validity or enforceability of any part of this Agreement against any party who executes any counterpart of the Agreement. Executed facsimile copies of this Agreement shall be deemed to be effective as original signatures.

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

MEALS OF HOPE LOGISTICS, INC.

By: _____

FRANCHISEE

By: _____

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Exhibit F
to
MEALS OF HOPE LOGISTICS'S
Franchise Disclosure Document

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2025 Franchise Disclosure Document

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Exhibit G
to
MEALS OF HOPE LOGISTICS'S
Franchise Disclosure Document

LIST OF FRANCHISEES AND FRANCHISEES THAT HAVE LEFT THE SYSTEM

LIST OF FRANCHISEES AS OF DECEMBER 31, 2024

Name	Address	City	Zip	State(s)	Phone Number	Number of Territories
Hearts & Hands Against Hunger, LLC	1846 E Innovation park Drive, Suite 100	Oro Valley	85755	AZ	602-615-4071	1
Feeding Wyoming, LLC (Lynn Montoya)	1974 Truman Street	Laramie	82070	CO	(307) 409-0956	1
NEW Day Meals, Inc. (John C. Day)	7 Douglas Road	Chelmsford	01824	MA/ME/NH/VT	(508) 254-0365	2
Catalyst Food Crew LLC (Laure DeMattia and Randall Birchall)	5601 Frontier Trail	Norman	73072	OK	(414) 758-0642	1
Blue Wave LLC (Aaron and Emily Cox)	2925 Waywood Drive	Murfreesboro	37128	TN	(808) 343-4349	1

LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENTS, BUT WERE NOT OPEN AS OF DECEMBER 31, 2024:

Name	Address	City	Zip Code	State	Phone Number	Number of Territories
Hearts & Hands Against Hunger, LLC (Debra Sullivan)	1846 E. Innovation Park Drive, Suite 100	Oro Valley	85755	AZ	(602) 615-4071	1
Deborah Morgan	4601 S Flagler Dr.	West Palm Beach	33405	FL	(561) 310-6641	1
North	398 Summerhouse Dr.	Holly Ridge	28445	NC	(910) 340-	1

Carolina Food Security partners, Inc. (Jeni Lanier)					1401	
Together Ohio LLC (Jennifer Markewicz)	2678 Westbreeze Dr.	Hilliard	43026	OH	(614) 633-8564	1

LIST OF FRANCHISEES THAT LEFT THE SYSTEM IN 2024:

Name	Address	City	Zip	State(s)	Phone Number	Reason
Iter8, LLC (Anne Bucklin)	119 Skyhawk Drive	Eagle Point	97524	OR	(503) 926-4027	Ceased Operations

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Exhibit H
to
MEALS OF HOPE LOGISTICS'S
Franchise Disclosure Document

FRANCHISEE QUESTIONNAIRE

© Meals of Hope Logistics, Inc.
2025 Franchise Disclosure Document

FRANCHISEE QUESTIONNAIRE

DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE A MARYLAND RESIDENT OR PLAN TO OPEN THE FRANCHISED BUSINESS IN MARYLAND

NOTICE FOR PROSPECTIVE FRANCHISEES WHO RESIDE IN, OR WHO INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A REGULATED STATE):

FOR PROSPECTIVE FRANCHISEES THAT RESIDE IN OR ARE SEEKING TO OPERATE THE FRANCHISED BUSINESS IN ANY REGULATED STATE, SUCH PROSPECTIVE FRANCHISEE SHOULD NOT COMPLETE THIS QUESTIONNAIRE OR RESPOND TO ANY OF THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE.

As you know, Meals of Hope Logistics, Inc. ("we", "us" or "Meals of Hope"), and you are preparing to enter into a Franchise Agreement for the operation of a Meals of Hope franchise (a "Franchised Business"). The purposes of this Questionnaire are to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

Yes____ No ____ 1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit attached to the Franchise Agreement, that you intend to enter into with us?

Yes____ No ____ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes____ No ____ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes____ No ____ 4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?

Yes____ No ____ 5. Have you reviewed the Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating a Franchised Business with these professional advisor(s)?

Yes____ No ____ 6. Do you understand the success or failure of your Franchised Business will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control?

Yes____ No ____ 7. Do you understand we have not granted you any territorial rights under the Franchise Agreement and that we have reserved certain rights under the Franchise Agreement?

Yes____ No ____ 8. Do you understand we and our affiliates retain the exclusive unrestricted right to engage,

directly or through others, in the providing of services under the MEALS OF HOPE mark or other mark, at any location, without regard to the proximity of these activities to the premises of your Franchised Business?

Yes____ No ____ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated, at our option, in Naples, Florida?

Yes____ No ____ 10. Do you understand the Franchise Agreement provides you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and are not entitled to any punitive, consequential or other special damages?

Yes____ No ____ 11. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is the entity Meals of Hope Logistics, Inc.?

Yes____ No ____ 12. Do you understand that you must successfully complete our initial training program before we will allow the Franchised Business to open?

Yes____ No ____ 13. Do you understand that we require you to successfully complete certain initial training program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Franchise Agreement?

Yes____ No ____ 14. Do you understand we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?

Yes____ No ____ 15. Do you understand that we will send written notices, as required by your Franchise Agreement, to either your Franchised Business or home address until you designate a different address by sending written notice to us?

Yes____ No ____ 16. Do you understand that we will not approve your purchase of a Meals of Hope franchise, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?

Yes____ No ____ 17. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Franchised Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No ____ 18. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Franchised Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No ____ 19. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No ____ 20. Is it true that no broker, employee, or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property or services from you in connection with a Franchised Business purchase with exception of those payments or loans provided in the Disclosure Document?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

_____	_____
Signature of Franchise Applicant	Signature of Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Dated: _____, 20_____	Dated: _____, 20_____
_____	_____
Signature of Franchise Applicant	Signature of Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Dated: _____, 20_____	Dated: _____, 20_____

GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES ON BACK OF THIS PAGE (REFER TO QUESTION NUMBER)

Exhibit I
to
MEALS OF HOPE LOGISTICS'S
Franchise Disclosure Document

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:

State	Effective Date
California	Not Registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Pending Registration
Michigan	Not Registered
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Pending Registration

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.

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Exhibit J
to
MEALS OF HOPE LOGISTICS'S
Franchise Disclosure Document

RECEIPTS

© Meals of Hope Logistics, Inc.

RECEIPTS (OUR COPY)

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 Meals of Hope Logistics, Inc. 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.

If Meals of Hope Logistics, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator identified in Exhibit A of this Franchise Disclosure Document.

A list of franchisor's agents registered to receive service of process is listed as Exhibit A to this Franchise Disclosure Document.

I have received a Franchise Disclosure Document with an issuance date of October 21, 2025. Effective Dates for this Franchise Disclosure Document in the registration states are listed on the State Effective Date page attached as Exhibit I. This Franchise Disclosure Document included the following Exhibits:

A – List of State Administrators and Agents for Service of Process
B – Franchise Agreement
C – Financial Statements
D – State Specific Addenda
E – Sample Termination and Release Agreement
F – Operations Manual Table of Contents
G – List of Franchisees and Franchisees That Have Left the System in the Past Fiscal Year
H – Franchisee Questionnaire
I – State Effective Dates
J - Receipts

A list of the names, principal business addresses, and telephone numbers of each franchise seller offering this franchise is as follows:

Stephen Popper, President and CEO and Jack Day, VP of Operations, Meals of Hope Logistics, Inc., 2221 Corporation Blvd., Naples, Florida 34109 (239) 596-8990 or (239) 537-7775; Jay Capparella, VP of Franchise Development, Franchise Founders, Haddon Heights, NJ (856) 912-2804

Franchisee: _____

Print Name: _____

Telephone Number: _____

Date: _____

If Franchisee is a Partnership, Corporation or LLC:

Name: _____

Title: _____

Company: _____

Address: _____

Date: _____

RECEIPTS (KEEP THIS COPY)

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 Meals of Hope Logistics, Inc. 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.

If Meals of Hope Logistics, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator identified in Exhibit A of this Franchise Disclosure Document.

A list of franchisor's agents registered to receive service of process is listed as Exhibit A to this Franchise Disclosure Document.

I have received a Franchise Disclosure Document with an issuance date of October 21, 2025. Effective Dates for this Franchise Disclosure Document in the registration states are listed on the State Effective Date page attached as Exhibit I. This Franchise Disclosure Document included the following Exhibits:

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Franchisee: _____

Print Name: _____

Telephone Number: _____

Date: _____

If Franchisee is a Partnership, Corporation or LLC:

Name: _____

Title: _____

Company: _____

Address: _____

Date: _____