# FRANCHISE DISCLOSURE DOCUMENT




**TOUS LES JOURS INTERNATIONAL CORP.**

TOUS les JOURS

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**TOUS LES JOURS INTERNATIONAL CORP.**
6131 Orangethorpe Ave., Suite 501
Buena Park, CA 90620
(323) 480-9100
www.tljus.com

We offer franchises for the operation of "Tous Les Jours" bakery-café outlets offering a unique selection of bakery and pastry goods, sandwich items and coffee and beverages made with the highest quality ingredients for dine-in and take-out service in high volume retail centers and other high traffic commercial locations throughout the United States.

The total investment necessary to begin operation of a Tous Les Jours franchised business ranges from $730,750 to $1,692,200. This includes $243,500 to $343,000 that must be paid to the franchisor or its affiliate(s).

In the case of an area developer, the initial development fee to be paid to the Franchisor or its affiliate(s) is equal to $40,000 for the first Tous Les Jours outlet to be developed plus $20,000 for each of the second through fifth outlets to be developed and $10,000 for each additional outlet to be developed under the Area Development Agreement. The total investment necessary to begin operation as an area developer, assuming a development of three outlets, ranges from $812,750 to $1,782,200. However, there is no set minimum number of outlets required to be opened under a development agreement, and the actual amount will vary based on the number of outlets to be developed.

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

The terms of your contracts will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, such as 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.

Date of Issuance: April 13, 2026

## How to Use This Franchise Disclosure Document

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

| QUESTION | WHERE TO FIND INFORMATION |
|---|---|
| How much can I earn? | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits F and 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 H 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 Tous Les Jours bakery-cafe 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 franchisor have a troubled legal history? | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| What's it like to be a Tous Les Jours franchisee? | Item 20 or Exhibits F and G lists current and former franchisees. You can contact them to ask about their experiences. |
| What else should I know? | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

## What You Need To Know About Franchising *Generally*

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

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

**Supplier 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 the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement and the area development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California 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.

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

**(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW)**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN PROVISIONS THAT ARE SOME TIMES IN FRANCHISE DISCLOSURE DOCUMENT. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU**.

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

A. Prohibition on the right of a franchisee to join an association of franchisees.

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

C. A provision that permits a franchisor to terminate a franchise prior to the expiration of this term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice and a reasonable opportunity, which will not be more than 30 days, to cure such failure.

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

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

F. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

G. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. The subdivision does not prevent a franchisor

from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

i. The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
ii. The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
iii. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
iv. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00 the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be direct to:

Michigan Department of Attorney General
G. Mennen Williams Building
525 West Ottawa
Lansing, MI 48909
(517) 335-7567

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# TOUS LES JOURS[SM]
# FRANCHISE DISCLOSURE DOCUMENT

## ITEM 1
## THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "we" or "us" means Tous Les Jours International Corp., the Franchisor. "You" means the person that buys the franchise. If the franchisee is a corporation, partnership or other entity, "you" also may mean its owners.

**Franchisor and Our Business**

We are a California corporation formed on May 22, 2009. Our principal business address is 6131 Orangethorpe Ave., Suite 501, Buena Park, CA 90620. Our telephone number is (323) 480-9100, and our website is www.tljus.com. We do business under the name Tous Les Jours Bakery-Café. Our agents for service of process are disclosed in Exhibit A to this Disclosure Document.

We are in the business of selling franchises for a retail bakery-café operating under the "Tous Les Jours Bakery-Café," "Tous Les Jours," "TLJ," and/or "Tous Les Jours Café" names and related marks (a "**Tous Les Jours Bakery-Café**" or "**Bakery-Café**"). Tous Les Jours Bakery-Café is a bakery-café concept retail food services operation offering a unique selection of primarily bakery and pastry goods, sandwich items, coffee, and other beverages made with the highest quality ingredients (collectively, "**Products**"), including on-premises dining and carry-out services. Our Products are prepared according to proprietary recipes and procedures and use high quality ingredients, including but not limited to, specially formulated and specifically produced doughs, coffee beans, mixes, flavorings, seasonings, ingredients and/or beverages (collectively, "**TM Products**") and certain other specified products, items, foods, ingredients, and/or beverages specifically designated by us (collectively, "**Specified Products**"), that are selected, prepared, branded, and/or trademarked based on our standards and specifications for the Tous Les Jours Bakery-Cafés. If you acquire a Tous Les Jours Bakery-Café, you must operate your Bakery-Café according to our business formats, methods, procedures, designs, layouts, standards and specifications (collectively, "**Tous Les Jours System**" or the "**System**"). A traditional, single-unit Tous Les Jours Bakery-Café is located at a location approved by us ("**Accepted Location**"), typically in a leased retail space of approximately 2,500-3,500 square feet in a strip shopping center, shopping mall, and/or free-standing unit ("**Traditional Bakery-Café**"). We occasionally offer Tous Les Jours franchises for non-traditional locations such as grocery stores, airports, hospitals, stadiums, or mixed-use/residential locations ("**Non-Traditional Bakery-Café**"), which will typically occupy a smaller space.

Under the Franchise Agreement ("**Franchise Agreement**"), attached as Exhibit C-1 to this Franchise Disclosure Document, we offer qualified purchasers the right to establish and operate, from a single location, a retail establishment preparing and selling the Products. You will sign the Franchise Agreement to operate a Tous Les Jours Bakery-Café, whether it is a Traditional or Non-Traditional Bakery-Café. Unless otherwise noted, the disclosures in this Franchise Disclosure Document apply to all Bakery-Café formats, including Traditional and Non-Traditional Bakery-Cafés.

As our franchisee, you will conduct business under the names and marks Tous Les Jours Bakery-Café," "Tous Les Jours," "TLJ," and/or any other identifying marks, trade names, logos and symbols that

we use now, or that we later develop (the "**Proprietary Marks**" or "**Marks**"), and use the Tous Les Jours System for the establishment, development and operation of your franchised Bakery-Café. The Tous Les Jours Bakery-Café you will operate under the Franchise Agreement is referred to as the "**Franchised Bakery-Café**."

The System includes our distinctive exterior and interior layouts, designs, décor, and color schemes; distinctive signage, decorations, fixtures, furniture, furnishings; smallwares; and equipment, including, computer, information and point-of-sale ("**POS**") systems (collectively, "**Operating Assets**"); our selection of Products that you may offer and sell, created using our proprietary recipes and the TM Products and/or the Specified Products; our distinctive packaging, cups, paper goods, and other product services items for the preparation and service of the Products which bear any of the Proprietary Marks ("**Branded Products**"); our advertising and marketing programs and materials; our selection of, and relationships with, suppliers, service providers, manufacturers, and/or distributors that we have expressly designated or approved; our training programs; our software, apps, and technology systems; our customer service standards; and any guidelines, standards, specifications, rules procedures, policies, methods, requirements, and directives we establish, including our standards and specification as to recipes, ingredients, food and beverage preparation, food storage, suppliers, interior and exterior design and décor, sanitation, maintenance, and equipment. We may change, improve, add to, and further develop the elements of the System from time to time (the "**Standards**" or the "**System Standards**") set out in our confidential operations manual (the "**Operations Manual**"), other manuals, memoranda, materials, directives, and other written communications (collectively, the "**Manuals**").

We may, in our sole discretion, offer you the opportunity to enter into multiple Franchise Agreements for multiple Bakery-Cafés (using the form of Franchise Agreement attached as Exhibit C-1 to this Franchise Disclosure Document) at the same time, which will be accompanied by a Multi-Unit Addendum to the Franchise Agreement (the "**Multi-Unit Addendum**") (the current form of which is attached as Exhibit J to the Franchise Agreement that is attached as Exhibit C-1 to this Franchise Disclosure Document). If you sign a Multi-Unit Addendum and fail to satisfy the development deadlines specified in such Addendum, we will have the right to terminate any Franchise Agreements that you already signed for Tous Les Jours Bakery-Cafés that have not been opened at the time of the breach.

In addition to offering a single-unit franchise, we also offer area development rights through an Area Development Agreement ("**Area Development Agreement**"), attached as Exhibit D to this Franchise Disclosure Document. As an area developer, the initial development fee to be paid to the Franchisor is equal to $40,000 for the first Bakery-Café to be developed plus $20,000 for each of the second through fifth Bakery-Cafés to be developed and $10,000 for each additional Bakery-Café to be developed under the Area Development Agreement. The development fee is applied pro rata to the initial franchise fees due for each restaurant to be developed after the first. A Franchise Agreement is used for the opening and operation of one single Tous Les Jours Bakery-Café at a designated location while an Area Development Agreement is used for the exclusive opening and operation of more than one Tous Les Jours Bakery-Cafés in a specifically-designated territory. Your estimated initial investment as an area developer will vary based on the number of restaurants to be developed, and there is no set minimum number of Bakery-Cafés required to be opened under an Area Development Agreement. Please note that you may be required to sign a Franchise Agreement that may differ from the one disclosed in this Franchise Disclosure Document because each Franchise Agreement will need to be entered into at the time a specific location is identified by you for development.

We have offered franchises for Tous Les Jours Bakery-Cafés since 2009. We have not conducted business in any other line of business and have not offered any other franchises in any other line of business.

We do not own or operate any Tous Les Jours Bakery-Cafés, but our parent, CJ Foodville USA, Inc., owns and operates five Tous Les Jours Bakery-Cafés, which are the type being franchised.

**Predecessors, Parents and Certain Affiliates**

Our parent is CJ Foodville USA, Inc. (formerly, CJ Bakery, Inc.), which was incorporated in California on March 1, 2004 ("**CJ Foodville USA**"). CJ Foodville USA's principal address is 6131 Orangethorpe Ave., Suite 501, Buena Park, CA 90620, and it owns and operates five (5) Tous Les Jours Bakery-Cafés. CJ Foodville USA sells required TM Products (including dough, mixes, flavorings, coffee beans, and other food items), certain Operating Assets, and Branded Products to all Tous Les Jours Bakery-Café franchisees, and you will be required to purchase these equipment and products from CJ Foodville USA. CJ Foodville USA has never offered franchises in this or any other line of business.

CJ Foodville Co., Ltd. dba CJ Foodville Corp., a South Korea corporation, founded on July 1, 2000, is our indirect parent ("**CJ Foodville Korea**"). Its principal business address is KT&G Eulji-ro Tower, 34 (106-9 Cho-dong) Mareunnae-ro, Jung-gu, Seoul, Korea. CJ Foodville Korea is the legal owner of the Marks and has granted us the right to use and sublicense them to our franchisees in the United States. CJ Foodville Korea has offered Tous Les Jours franchises since December 1997. As of December 31, 2025, there were 1,260 franchised Bakery-Cafés and 25 company-owned Bakery-Cafés in South Korea. CJ Foodville Korea has never offered franchises in any other line of business.

TLJ America, LLC, a Georgia limited liability company, formed on August 22, 2023 ("**TLJ America**") is our affiliate under common control through our parent CJ Foodville USA. Its principal business address is 185 Fulenwider Road, SW, Gainesville, GA 3050. TLJ America manufactures certain TM Products for CJ Foodville USA, which then sells to our franchisees for their Tous Les Jours Bakery-Cafés. TLJ America has never offered franchises in this or any other line of business, nor conducted a type of business of the type that you will operate.

TP. CJ Foodville Bakery and Café Indonesia ("**CJ Foodville Indonesia**") is our affiliate with its address at Menara Jamsostek Lt 21, Jl. Jend. Gatot Subroto No. 38, Jakarta, Indonesia. CJ Foodville Indonesia has offered Tous Les Jours franchises in Indonesia since December 2021 and has sold 26 franchises in Indonesia as of December 31, 2025. CJ Foodville Indonesia has never offered franchises in any other line of business.

CJ Bakery Vietnam Co., Ltd. ("**CJ Bakery Vietnam**") is our affiliate with its address at 14Fl, 2bis 4-6 Le Thanh Ton street, District 1, Ho Chi Minh City, Vietnam. CJ Bakery Vietnam has offered Tous Les Jours franchises since April 2024 and has sold 9 franchises in Vietnam as of December 31, 2025. CJ Bakery Vietnam has never offered franchises in any other line of business.

Except as described above, we have no other parent, predecessors or affiliates that must be included in this Item.

**Competition and the Market**

Your Tous Les Jours Bakery-Café will offer products and services to the general public throughout the year and compete with other bakery and café concept restaurants offering bakery goods, sandwich items, coffee, and other beverages. The market for your type of products and services generally is highly developed and remains very competitive, which can be affected significantly by many factors, including changes in local, regional or national economic conditions, changes in consumer tastes and spending patterns, consumer

concerns about the nutritional quality of quick-service food, negative publicity about any food ingredients we use or the occurrence of food-borne illnesses, dietary trends, and increases in the number of, or the particular locations of, competing restaurants. There are local, regional, and national competitors, including both local businesses and other chain vendors, some of which may have more locations or longer operating histories than our Tous Les Jours Bakery-Cafés, that also specialize in baked goods, sandwiches, coffees, and other beverages. Despite this competition, we believe that Tous Les Jours Bakery-Cafés appeal to consumers because of the outstanding quality of our products and services and the uniqueness of our System. We do not believe that the market for bakery and café services is seasonal.

**Industry-Specific Regulation**

You must comply with all federal, state, and local laws and regulations applicable to food service businesses. Various federal agencies, including the U.S. Food and Drug Administration and the U.S. Department of Agriculture, and state and local health and sanitation agencies have regulations for the preparation of food and the condition of restaurants and food service facilities. You must comply with all federal, state, and local laws and regulations applicable to restaurants and food service facilities, including, without limitation, licensing, health, sanitation, menu labeling, food preparation and packaging, smoking, safety, fire, and other matters. Some jurisdictions may require franchisees to obtain restaurant, business, occupational, food products, health, and miscellaneous licenses. Some state and local authorities have adopted, or are considering adopting, laws or regulations that could affect the content of food served in restaurants (such as the level of trans fat), standards or restrictions on health or nutrient claims on menus, or the use of polystyrene in packaging or plastic bags or plastic straws. The Clean Air Act and state implementing laws also may require certain geographic areas to attain and maintain certain air quality standards for ozone, carbon monoxide and particulate matters. As a result, businesses involved in commercial food preparation may be subject to caps on emissions. Some jurisdictions have also adopted or are considering proposals that would regulate indoor air quality.

California passed AB 1228 which creates new standards for "national fast food chain" restaurants, defined as limited-service restaurants consisting of more than 60 establishments nationally that share a common brand or that are characterized by standardized options for décor, marketing, packaging, products and services. AB 1228 increases the minimum wage for national fast food chain employees to $20 per hour effective April 1, 2024 and establishes the Fast Food Council which will set wages for fast food workers, among others. The $20 per hour minimum wage will have a significant impact for our California franchisees and may require adjustments to budgets and staffing levels for our California franchisees. Some jurisdictions other than California are also considering proposals that would increase the minimum wage for national fast food or limited-service restaurant chains.

You must also comply with all federal, state, and local laws and regulations applicable to businesses generally, such as laws and regulations related to workers' compensation, occupational health and safety, minimum wage, overtime, working conditions, discrimination, sexual harassment, tax, environmental protection, citizenship and/or immigration status (including laws requiring verification of status through the Department of Homeland Security's E-Verify program), and reasonable accommodations for employees and customers with disabilities (including the Americans with Disabilities Act.

There are no other regulations that apply specifically to the industry in which Tous Les Jours Bakery-Cafés operate. However, in addition to laws and regulations that apply to businesses generally, your Franchised Bakery-Café will be subject to various federal, state and local government regulations, including those relating to site location and building construction. You are advised to investigate the laws, regulations and ordinances applicable to your Franchised Bakery-Café further.

## ITEM 2
## BUSINESS EXPERIENCE

**President and Chief Executive Officer:** Hun Soo Ahn

Hun Soo Ahn was appointed as the President and CEO of Tous Les Jours International Corp. and CJ Foodville USA, Inc. since January 2017. Prior to taking his current position, Mr. Ahn was the head of Global Business in CJ Foodville Korea in Seoul, Korea from February 2013 to December 2016. From March 2006 to February 2013, he served as the Executive Vice President of Global Business at Leading Investment and Securities Co. in Korea.

**Chief Financial Officer:** Kihwan Kim

Kihwan Kim was appointed as the CFO of Tous Les Jours International Corp. and CJ Foodville USA, Inc. since February 2023. Prior to taking his current position, Mr. Kim served as the Director of Bakery Business Planning at CJ Foodville Korea in Seoul, Korea from August 2018 to January 2023.

**Chief Operating Officer:** Ofelia Kumpf

Ofelia Kumpf was appointed as Chief Operating Officer of CJ Foodville USA, Inc., since June 2025. Prior to taking her current position, Ms. Kumpf was the US Vice President of Franchise Operations, for CKE Restaurants (Carl's Jr.) from December 2024 to June 2025 in Franklin, TN. From June 2018 to August 2022, she served as the US Field Vice President of Long Beach Field Office for McDonald's USA, LLC., in Irvine, CA. Ms. Kumpf was appointed and currently serves as a member of the board of directors for Frontier Airlines, of Frontier Group Holdings, Inc., since July 2021.

**Chief Development Officer:** Taeyun Kim

Taeyun Kim was appointed as the Chief Development Officer of CJ Foodville USA, Inc. since April 2024. Prior to taking this current position, Ms. Kim led Franchise Development at Wow Bao in Chicago, IL from August 2018 to March 2024, most recently as VP of Franchise Development. From September 2012 to August 2018, she served as the Director, then VP of Franchise Development at Argo Tea in Chicago, IL. From June 2006 to August 2012, she served in National Franchise Development and Regional Real Estate Development roles at Panda Restaurant Group in Rosemead, CA and Chicago, IL.

**Director of East Business Division:** Mi Young Lee

Mi Young Lee was appointed as the Director of East Business Division of CJ Foodville USA, Inc. since January 2025. From July 2014 to December 2024, Ms. Lee served as the Director of East Operations.

**Director of Franchise Development:** Seokin Hong

Seokin Hong was appointed as our Franchise Development Director since October 2019. From July 2012 to August 2019, Mr. Hong served as the Franchise District Manager for Paris Baguette America USA, Inc. in Moonachie, New Jersey.

**Director of Central Business Division:** Jaesang Hwang

Jaesang Hwang was appointed as the Director of the Central Business Division at CJ Foodville USA, Inc. in January 2026. Prior to this role, Mr. Hwang served as the Senior District Manager of East Operations from September 2020 to February 2024 and as the Senior Regional Manager of East Operations from March 2025 to October 2025. From November 2014 to September 2020, he was a Franchise District Manager for Paris Baguette America, Inc. in Moonachie, New Jersey.

## ITEM 3
## LITIGATION

Pending Civil Action: Patel, et al. v. TLJ Ellicott City, LLC, et al. (Case No. C-13-CV-25-000123), filed in the Circuit Court for Howard County, Maryland: On or about February 10, 2025, Plaintiffs, prospective buyers of a Tous Les Jours Bakery-Café in Ellicott City, Maryland, filed a lawsuit against Defendants TLJ Ellicott City, LLC (a franchisee) and its owner Sung H. Shin, alleging breach of contract, fraud, negligent misrepresentation, and discrimination under 42 U.S.C. §1981 regarding a failed purchase and sale transaction. On or about November 19, 2025, Plaintiffs filed its third amended complaint adding Tous Les Jours International Corp. ("TLJIC") as a defendant, alleging that TLJIC denied Plaintiffs' assumption of the Franchise Agreement on the basis of their race. Plaintiffs seek damages in excess of $75,000, plus punitive damages, attorneys' fees, interests and costs. On or about January 16, 2026, TLJIC filed a motion to dismiss, which was denied on February 24, 2026. TLJIC filed an answer to Plaintiffs' third amended complaint on March 12, 2026, denying all allegations. The matter remains pending.

Except as disclosed above, 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

**Franchise Agreement – Initial Franchise Fee**

You must pay a uniform initial franchise fee of $40,000 ("**Initial Franchise Fee**"). The Initial Franchise Fee is paid in a lump sum when you sign the Franchise Agreement, and any Initial Franchise Fee paid is non-refundable and fully earned by us upon receipt.

For multi-unit franchisees, the Initial Franchise Fee will be reduced to $20,000 for your second through fifth Bakery-Cafés and further reduced to $10,000 for your sixth Bakery-Café and thereafter. Currently, we are offering a Three-Unit Promotion, under which you agree to open three (3) Tous Les Jours Bakery-Cafés within three years for a total of $50,000, comprised of $30,000 of Initial Franchise Fee for your first Bakery-Café and $10,000 each for your second and third Bakery-Cafés. You must sign three (3) Franchise

Agreements contemporaneously and a Multi-Unit Addendum attached as Exhibit J to the Franchise Agreement and the entire sum of $50,000 is payable when you sign the Franchise Agreements. The Initial Franchise Fees for the three Tous Les Jours Bakery-Cafés are non-refundable under any circumstances, including when you fail to open all three Tous Les Jours Bakery-Cafés under the Three-Unit Promotion. This promotion is offered for a limited time only, and we reserve the right to discontinue at any time in our sole discretion.

There is no reduction or refund of any part of the Initial Franchise Fee if you fail to complete the initial training program, or if only one individual attends, as discussed in Item 11. Similarly, you will not receive a refund if you fail to open your Franchised Bakery-Café in compliance with the terms of the Franchise Agreement. In case of a multi-unit franchisee, if you fail to develop any of the Franchised Bakery-Cafés by the deadlines set forth in the Multi-Unit Addendum or any Franchise Agreement(s) subject to the Multi-Unit Addendum are terminated, you will not receive a refund of any Initial Franchise Fees that you have paid.

**Area Development Agreement – Development Fee**

If you commit to developing multiple Tous Les Jours Bakery-Cafés, you may be offered the opportunity to sign an Area Development Agreement for the development rights in a designated area ("**Development Area**"). When you sign the Area Development Agreement, you must pay us a development fee equal to the sum of (i) 100% of the Initial Franchise Fee ($40,000.00) for the first Tous Les Jours Bakery-Café to be developed under the Area Development Agreement; (ii) $20,000.00 for the second through fifth Tous Les Jours Bakery-Café, and (iii) $10,000.00 of the Initial Franchise Fee payable for each succeeding Tous Les Jours Bakery-Café to be developed under the same Area Development Agreement ("**Development Fee**"). There is no set minimum number of Bakery-Cafés required to be opened under the Area Development Agreement. The pro rata portion of your Development Fee allocable to each Bakery-Café will be credited against the Initial Franchise Fee due for that Bakery-Café. The Development Fee is calculated in the same way for all franchisees entering into Area Development Agreements, but the actual dollar amount paid will vary depending on the number of Tous Les Jours Bakery-Cafés you agree to develop. The Development Fee is non-refundable.

**Equipment, Fixtures, Furniture, Smallwares, and Opening Inventory**

Prior to opening your Franchised Bakery-Café, you must purchase the TM Products, Branded Products, and certain Operating Assets (such as display cases, shelves, signage items, kitchen tools, utensils, equipment, furniture, and display accessories) and certain Specified Products (list items that must be purchased from us) from us, CJ Foodville USA, and/or designated suppliers. We expect the opening inventory and the equipment, fixtures, and furniture to be purchased from us to be between $193,500 and $283,000, but the actual amount may vary depending on the location and size of your Franchised Bakery-Café. This fee is non-refundable.

**Grand Opening Marketing Program**

You must spend at least $10,000 as we deem best based on your particular market on grand opening advertising to advertise and promote the opening of your Bakery-Café during the 30 days before your Bakery-Café opens and the 60 days after the Bakery-Café opens in compliance with the Manuals ("**Grand Opening Marketing Program**"). We estimate total expenses to be between $10,000 and $20,000. If you fail to comply with the Grand Opening Marketing Program to our satisfaction, we may conduct the Grand Opening Marketing Program for you, in which case you must reimburse us for the applicable amount. Any amount paid to us under this provision is non-refundable.

**ITEM 6**
**OTHER FEES**

| Type of Fee[1] | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalty Fee | 5% of Gross Sales | Payable monthly by electronic funds transfer on the Gross Sales for the preceding month, or as prescribed by us in writing | "Gross Sales" means all revenue from the sale of services and products, and all other income related to the Franchised Bakery-Café, except sales taxes and refunds. Royalty Fees are payable by automatic debit, and funds must be made available in your account for withdrawal. See Note 2. |
| Ad Fund Fee | Up to 3% of Gross Sales (currently 0%) | Payable monthly by electronic funds transfer on the Gross Sales at the same time and in the same manner as the Royalty Fee | The maximum amount of the Ad Fund Fee is 3% of Gross Sales. We reserve the right to begin collecting or adjust this fee up to 3% upon 30 days' written notice in our sole discretion. |
| Additional Training Fee | Currently, $350 per trainer per day for training conducted outside of our business locations and $350 per trainee per day for training conducted at our business location or a location designated by us, plus our travel and living costs and expenses (including, without limitation, transportation, lodging, and meals). | Upon confirming the scheduling of supplementary and/or additional training, and upon receipt of bill for our costs and expenses incurred | You must pay this fee for any additional training requested by you, for any training for any replacement Authorized Trainers (defined in Item 11 below), or any refresher or supplemental training programs, conferences, or conventions which may be offered or required by us from time to time.<br><br>We may change this fee in any year by no more than the Maximum Adjustment (as defined in Note 3). See also Note 4. |
| Audits | Cost of audit, plus interest at the maximum rate allowable by law | Immediately upon receipt of bill | If we audit you and find that you understated the Gross Sales by 2% or more, you must reimburse us for the cost of the audit, including travel, lodging, and inspection related expenses, legal and accounting fees, and unpaid royalties and interest. |

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| Transfer Fee | 50% of the then-current Initial Franchise Fee | Upon request for transfer | Any sale, assignment, transfer, conveyance, pledge, merger or giving away any interest in Franchisee (if Franchisee is a legal entity), or the Franchised Bakery-Café, or in all or substantially all of the assets of the Franchised Bakery-Café is deemed a "transfer."<br><br>No Transfer Fee is required if the transfer is to a corporation you own 100% of and formed only for the convenience of ownership. |
| Interest on Understated Sales | 1.5% per month or the maximum rate permitted by law, whichever is less | If incurred, on demand | Interest on under-reported sales runs from the date you should have made your payment until the date you pay us. |
| Interest on Overdue Payments | 1.5% per month or the maximum rate permitted by law, whichever is less | If payments are more than 7 days overdue, on demand | Interest on late payments runs from the date you should have made your payment until the date it is received by us. |
| POS Maintenance Fee | $100-$300 per month for POS maintenance | Payable monthly, in the same manner as the Royalty Fee, or as prescribed by us in writing | You must pay this fee to us or our affiliate (or a third-party vendor designated by us) for maintenance or support of software, hardware or any other goods and/or services that we furnish to you in connection with your POS system. We may change this fee in any year by no more than the Maximum Adjustment.<br><br>Currently, this fee is $100 per month payable to us, but we plan to transition to a new POS system in 2027, which will increase this fee to $200-$300 per month, payable to a third-party vendor designated by us. |
| Digital Menu Boards Service Fee | Currently, $75 per month for digital menu boards maintenance | Payable monthly, in the same manner as the Royalty Fee, or as prescribed by us in writing | You must pay this fee to us or our affiliate (or a third-party vendor designated by us) for license, modification, maintenance or support of software, hardware or any other goods and/or services that we furnish to you in connection with any of the systems. |

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| | | | We may change this fee in any year by no more than the Maximum Adjustment. |
| Repeated Opening Support Fee | Actual costs | If incurred, on demand | If you fail the opening inspection, you must reimburse us for the travel and living expenses, and any other costs incurred by our representatives for any additional inspection after the first, and any additional costs and expenses incurred from modifying the opening date and/or travel schedule of our representatives due to your failure to pass the initial opening inspection. |
| Advertising Cooperative Contribution | An amount set by your Advertising Cooperative | Payment due date | If we establish an advertising cooperative in the area where your Franchised Bakery-Café is located, you must contribute to the cooperative. In no event will you be required to be a member of more than one advertising cooperative in connection with your Franchised Bakery-Café. Bakery-Cafés owned by franchisor and its affiliates in the same geographic area covering the Cooperative will also have the same voting power as the franchisees. The contribution amount will not exceed 2% of the Gross Sales in any event. There is no minimum amount that may be imposed. At this time, no Advertising Cooperative exists in the System and no such contribution is required. |
| Insurance | Amount of unpaid premiums and up to 110% of our actual costs and expenses. | If incurred, on demand | If you do not obtain or maintain insurance coverage and we choose to do so on your behalf, you must reimburse us, plus a 10% administrative fee. |
| Costs and Attorneys' Fees | Actual costs | If incurred, on demand | These fees are payable if we terminate the Franchise Agreement because of your default. You will also be required to pay all attorneys' fees if you or any of your agents or employees fail or refuse to comply with the required remedial measures relating to any repetition of any adulteration or palming off or failure of sanitation in the Franchised Bakery-Café. |

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| Indemnity | Actual costs | If incurred, on demand | You must reimburse us for the costs we incur if we are sued or held liable for claims that arise from your operation of the Franchised Bakery-Café or in connection with any offer of your securities, or for costs associated with defending claims that you used the trademarks in an unauthorized manner. |
| Alternative Supplier Testing | Actual costs | If incurred, on demand | This covers the costs of testing new products or inspecting new suppliers you propose. |
| Renewal Fee | 50% of the then-current Initial Franchise Fee | Before renewal | You will only need to pay this fee if you renew the Franchise Agreement. There is no renewal under the Area Development Agreement. |
| Relocation Fee | $10,000 | Before relocation | We may, in our sole discretion, require any or all of the conditions for our approval for relocation. |
| Refresh/ Remodel of the Franchised Business | Costs as incurred, estimated to range from $49,000 to $85,000 for a refresh and $119,000-$180,500 for a remodel | If incurred, on demand | Not more than once every 5 years, you will be required to refurbish the Bakery-Café, at your expense, to conform to our then-current requirements. In general, you must refresh your Bakery-Café on the 5th and 15th anniversaries of the opening of your Bakery-Café and remodel your Bakery-Café on the 10th and 20th anniversaries of the opening of your Bakery-Café. In addition, you may be required, as a condition for renewing the Franchise Agreement, to undertake remodeling and decoration of your Bakery-Café, including structural changes, to meet with our standard requirements existing at the time of renewing the Franchise Agreement.<br><br>You may be required to purchase from us or our affiliates certain Operating Assets necessary for the refresh or remodel, which will vary based on the condition of the Franchised Bakery-Café and the extent of the refresh or |

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| | | | remodel needed to meet our then-current System Standards. |
| Re-Inspection Fee | Actual costs | As incurred | If we determine, in our sole discretion, based on unsatisfactory findings of an inspection, that a re-inspection is required, you must reimburse us for the travel and living expenses of our representatives for subsequent inspection(s) to ensure all deficiencies have been corrected. If you fail to correct such deficiencies within a reasonable time as determined by us, we will have the right, but not the obligation, to correct any deficiencies which may be susceptible to correction by us and to charge you our actual expenses so acting. |
| Securities Offering Review Fee | Actual costs | As incurred | When you attempt to raise or secure funds by sale of securities in Franchisee or its affiliates, you must reimburse us for our reasonable costs and expenses incurred by reviewing any of your proposed offering of securities, including legal and accounting fees. |
| Liquidated Damages | The average monthly amount of Royalty Fee that you owed us during the past 36 months times the lesser of remainder of term of Franchise Agreement or 36 months | Within 10 days from receipt of notice by us after termination | If termination occurs, you must pay us liquidated damages equal to the average monthly Royalty Fee owed to us during the 12 months of operation preceding the termination multiplied by (i) 36 or (ii) if less than 36 months remain in the term, then the number of remaining months. |
| Mobile App and Rewards Program | Currently, $150 per month | Payable monthly, in the same manner as the Royalty Fee, or as prescribed by us in writing | We operate a voluntary mobile app and rewards program ("**Mobile App and Rewards Program**"). If you choose to participate in this program, this fee is payable to us or a vendor that we designate for the maintenance, support, integration and localization of the online ordering and rewards platform and digital technology. We may change this fee in any year by no more than the Maximum Adjustment. |

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| Customer Card Program Fee | Our then-current fee, which may be based on a percentage of Gross Sales, fixed fees, and/or usage fees<br><br>Currently, we do not collect this fee. | Payable monthly, in the same manner as the Royalty Fee, or as prescribed by us in writing | We do not currently collect this fee, but you must participate in any gift card or certificate, credit card program, loyalty, incentive and other types of programs (the "**Customer Card Programs**") that we develop or designate to support and promote the System which may utilize a standard form of gift card, certificate, loyalty or reward or other promotional program membership card ("**Customer Card**"). We or our affiliates may charge, or collect on behalf of our vendors, an administrative cost for participating in these programs and any current or future development of platforms and/or mobile applications for the operation and management of any Customer Card Programs. These fees are subject to change, but any fees that we or our affiliates charge will not exceed 110% of our or their actual costs and expenses. We reserve the right to increase this fee on an annual basis. This fee may replace or supplement other gift card and/or loyalty program-related fees in this table. |
| Learning Management System Fee | Our then-current fee, estimated to range from $40 to $50<br><br>Currently, we do not collect this fee. | Payable monthly, beginning in the 4th quarter of 2026 | We do not currently collect this fee, but we may require you to use an electronic learning management system (the "**Learning Management System**") and pay this fee to us, our affiliate, or a third-party vendor.<br><br>We plan to collect this fee in the 4th quarter of 2026 on 30 days' prior written notice. This fee is subject to change but will not exceed 110% of our or our affiliates' actual costs and expenses. |
| System Platform Fee | Our then-current fee, which may be based on a percentage of Gross Sales, fixed fees, and/or usage fees | As incurred | We do not currently collect this fee, but we may require you to participate in our mobile or online ordering program, which may require you to use mobile applications, websites, e-commerce storefronts, social media commerce |

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| | Currently, we do not collect this fee. | | integrations, or other digital interfaces or portals ("**System Platform**"). We may require you to pay us, our affiliate, or a third party we designate for the product or service related to the System Platform. These fees are subject to change, but any fee that we or our affiliates charge will not exceed 110% of our or their actual costs and expenses. |
| Additional Technology Fee | Our then-current fee, which may be based on a percentage of Gross Sales, fixed fees, and/or usage fees.<br><br>Currently, we do not collect this fee. | Payable monthly with the first Royalty Fee in each month in the same manner as the Royalty Fee, or as prescribed by us in writing | We do not currently collect this fee, but we may require you to pay us, or a third party we designate, an additional Technology Fee to defray our costs of developing, implementing, upgrading, operating, maintaining, supporting, or providing any technology-related products, services, programs, systems, or platforms that we, in our sole discretion, deem appropriate. This fee may replace or supplement other technology-related fees in this table. Any fee that we or our affiliates charge will not exceed 110% of our or their actual costs and expenses. |

Note 1: You pay all fees to us unless otherwise noted. All fees are nonrefundable, and all fees are uniformly imposed on all franchisees unless otherwise noted.

Note 2: "**Gross Sales**" includes the total of all revenues and income from the sale of all services and products, and all other income of every kind and nature, whether for cash or credit, related to or derived from your Franchised Bakery-Café, less sales taxes or other taxes collected from customers by you and the amount of customer refunds and adjustments and promotional discounts provided the related sales have been included in Gross Sales.

Note 3: For any fee that may be increased by no more than the Allowed Adjustment, the "**Maximum Adjustment**" in any calendar year will not exceed, at our option, (i) 50% of the fee that is in effect at the start of the calendar year or (ii) the increase in the actual costs and expenses that we or our affiliates incur to provide such goods or services to you.

Note 4: You must appoint at least one full-time, on-premises manager (who may be Franchisee) for your Franchised Bakery-Café with management responsibilities, who must successfully complete our initial training program to our satisfaction, who must personally supervise and oversee the Franchised Bakery-Café at the Franchised Location ("**General Manager**").

## ITEM 7
## ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT(11)

| TYPE OF EXPENDITURE | AMOUNT | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAYMENT IS TO BE MADE |
|---|---|---|---|---|
| **Initial Franchise Fee (1)** | $40,000 | Full payment | At signing of Franchise Agreement | Us |
| **Real Estate Security/Utility Deposits, Licenses and Prepaid Fees (2)** | $7,000 - $40,000 | As arranged | When Incurred | Landlord |
| **Equipment, Smallwares, Fixtures & Furniture (3)** | $230,000 - $430,000 | As arranged | When Incurred | Us/Affiliates, Approved Suppliers, or Suppliers |
| **Leasehold Improvements (4)** | $320,000 - $890,000 | As arranged | When Incurred | Suppliers or Approved Suppliers |
| **Opening Inventory (5)** | $40,000 - $100,000 | As arranged | When Incurred | Us/Affiliates, Approved Suppliers, or Suppliers |
| **Insurance (6)** | $1,500 - $12,000 | As arranged | When Incurred | Insurance Co. |
| **Signage, Menu Board (7)** | $12,000 - $53,000 | As arranged | When Incurred | Us/Affiliates or Approved Suppliers, or Suppliers |
| **Grand Opening Marketing Program (8)** | $10,000 - $20,000 | As arranged | When Incurred | Approved Suppliers, Suppliers or Us/Affiliates |
| **POS and Cash Registers/Other Office Equipment (9)** | $10,250 - $38,000 | As arranged | When Incurred | Us/Affiliates, Approved Suppliers, or Suppliers |
| **Additional Funds – 3 months (10)** | $60,000 - $80,000 | As arranged | When Incurred | Employees and Suppliers |
| **TOTAL** | **$730,750-$1,692,200 (excluding real estate)** | | | |

Notes:

1. The Initial Franchise Fee is non-refundable. All other fees, except as noted above, are non-refundable.

2. A Tous Les Jours Bakery-Café occupies approximately 2,500 to 3,500 square feet of space. It is our standard practice to have you identify and select a site within your geographic area. The terms of the lease, including the amounts of the monthly lease payment and security deposit, will depend on the geographic location, size, and condition of the premises, as well as the demand for the premises by other prospective tenants. These recurring overhead costs cannot be estimated. You will lease space from the owner of the mall or retail center on terms negotiated by you and the owner. The lower figure contemplates a security deposit equal to one month's rent and the higher figure contemplates a security deposit equal to two months' rent.
3. This includes all kitchen equipment, fixtures and furniture, including, but not limited to, baking ovens, dough conditioner, display cases, shelving, dining tables, chairs, and décor in accordance with our System Standards. This also includes smallwares, including, cooking utensils, portable food prep and display units, supplies, dishes, serving trays, glasses, food storage containers, other smallwares and tools and related items. The estimate does not include the cost of shipping or installing equipment, furnishings or fixtures from suppliers. The cost of transportation will vary with the distance over which equipment must be shipped, the method of shipping, the weight of equipment and other factors. Similarly, the cost of installation will vary depending on typical prices for trades in the area.
4. Leasehold improvement and construction costs vary significantly depending on the condition, location, size and configuration of the premises of the Franchised Bakery-Café, the layout of the mall or retail center, and other factors relating to the geographic location of the business, suppliers, government regulations, labor costs and other considerations. You will contract directly with the architect, construction contractor and possibly other construction suppliers on terms negotiated by you. You must engage a qualified, licensed and insured architect and a qualified, licensed and insured general contractor who must be approved by us to complete the build-out of your Franchised Bakery-Café. All designs, plans and drawings must be submitted to us for our review and approval before submission to a landlord or any government or regulatory agencies, and the final plans for construction shall not thereafter be materially changed without our prior written approval. Construction and leasehold improvements include painting, installation of fixtures and non-moveable equipment, construction to convert premises to typical franchised business, etc. The cost of installation will vary depending on typical prices for trades in the area. You are solely responsible for payments for all design, architecture and construction services and ensuring that the final plans for construction are in strict compliance with all applicable ordinances and laws, building codes, permit requirements, lease or deed requirements and restrictions.
5. This includes food and beverage products, paper products, and cleaning, printing and other supplies. We expect the cost of opening inventory required to be purchased from our affiliate to be between $30,000-$90,000. For all other opening inventory items not designated as required to be purchased from our affiliate, you may purchase from third-party vendors.
6. You must obtain and maintain certain types and amounts of insurance, which must be issued by state-authorized carriers rated "A-" or better by A.M. Best Policies and must name us as additional insured (See Item 8). Insurance costs depend on policy limits, type of policies, nature and value of physical assets, gross revenue, number of employees, square footage, location, business contents, and other factors bearing on risk exposure. The estimate contemplates insurance costs for 3 months.
7. You must purchase signs and one set of digital menu boards from us or our approved suppliers in accordance with our System Standards and any requirements of the landlord and local and state ordinances and zoning requirements. The lower figure contemplates one set of digital menu boards and one storefront signage. The higher figure is for one set of digital menu boards and two storefront signage. Actual costs for external signs may vary depending on landlord requirements and local sign ordinances regarding the size and permitted use of certain signs.

8. This money covers your grand opening promotion and first 3 months of marketing. You must spend at least $10,000 for the Grand Opening Marketing Program, including newspaper, direct mail advertising, promotional items, and food, such as menu brochures and promotional flyers during the 30 days before your Bakery-Café opens and the 60 days after the Bakery-Café opens in compliance with the Manuals.
9. This includes POS system, printer, computer system, and other office equipment, as well as approximately $100 to be paid on a monthly basis for POS maintenance support fees.
10. This item estimates your initial start-up expenses for the first 3 months (other than the items identified separately in the table). These expenses include payroll costs but not any draw or salary for you. These figures, including the total estimated investment amount, are based on our experiences in developing our Tous Les Jours Bakery-Cafés in the past and on information received from our franchisees.
11. This chart estimates your initial investment for one Tous Les Jours Bakery-Café located in an in-line/end-cap location in a shopping center, with approximately 2,500 to 3,500 square feet.

**YOUR ESTIMATED INITIAL INVESTMENT – AREA DEVELOPER**

| TYPE OF EXPENDITURE | AMOUNT | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAYMENT IS TO BE MADE |
|---|---|---|---|---|
| **Development Fee (for 3 Bakery-Cafés) (1)** | $80,000 | Lump Sum | At signing of Area Development Agreement | Us |
| **Professional Fees – Legal/ Accounting (2)** | $2,000 - $10,000 | As arranged | As arranged | Attorney, Accountant |
| **Expenditures for First Bakery-Café (3)** | $730,750 - $1,692,200 | See Note 3 | | |
| **Total (4)** | **$812,750 - $1,782,200 (excluding real estate)** | | | |

1. If you sign the Area Development Agreement, you must pay us a Development Fee equal to the sum of (i) 100% of the Initial Franchise Fee ($40,000.00) for the first Tous Les Jours Bakery-Café to be developed under the Area Development Agreement; (ii) $20,000 of the Initial Franchise Fee payable for each of the second through fifth Tous Les Jours Bakery-Cafés, and (iii) $10,000.00 of the Initial Franchise Fee payable for each succeeding Tous Les Jours Bakery-Café to be developed under the same Area Development Agreement. There is no set minimum number of the Bakery-Cafés required to be opened under the Area Development Agreement. The Initial Franchise Fees to be paid by you will be included in the Development Fee. The Development Fee is calculated in the same way for all franchisees entering into Area Development Agreements, but the actual dollar amount paid will vary depending on the number of Tous Les Jours Bakery-Cafés you agree to develop. The Development Fee is not refundable.
2. This will include attorneys and accountants. Actual cost depends on the work done by your attorneys and accountants and their rates.

3. If you sign an Area Development Agreement, the estimated initial investment for the first Tous Les Jours Bakery-Café you open under the Area Development Agreement is as disclosed in the Item 7 table above for individual Franchise Agreements.
4. This chart estimates your development fee for three (3) Tous Les Jours Bakery-Cafés. You exercise each area development right only by executing a Franchise Agreement for each Tous Les Jours Bakery-Café at a site approved by us in the development area set forth in the Development Agreement.

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

You must operate the Tous Les Jours Bakery-Café according to the Tous Les Jours System Standards. The System Standards regulate, among other things, the types, models and brands of Operating Assets, Branded Products, TM Products, Specified Products, other products and supplies required for the Bakery-Café, the Products required and/or authorized to be offered or sold at the Tous Les Jours Bakery-Café, inventory and operation requirements, and designated and approved suppliers of Operating Assets, TM Products, Branded Products, Specified Products, and other items.

Product/Service Purchases and Supplies

In the case of TM Products, Branded Products, and certain proprietary Operating Assets and Specified Products, suppliers will be limited to us, our affiliates and/or other designated exclusive sources, and you must buy those products only from us, our affiliates, and/or other designated exclusive sources. At this time, CJ Foodville USA is the only approved designated supplier for TM Products, Branded Products, and certain Operating Assets and Specified Products. We reserve the right to replace the above suppliers and appoint new ones as we deem necessary at our discretion.

We restrict your sources of TM Products, Branded Products and certain Specified Products and Operating Assets in order to protect our trade secrets, assure a reliable supply of products that meet our System Standards, provide uniform and consistent customer experiences throughout the System, achieve better terms of purchase and delivery service, control usage of the Marks by third parties, and monitor the manufacture, packaging, processing, and sale of these items. We have the absolute right to limit the suppliers with whom you may deal. We will identify all designated and approved suppliers in the Manuals. Other than the foregoing, there are no other goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, or real estate for the Tous Les Jours Bakery-Café that you currently must buy or lease from us, our affiliates, or designated suppliers. Any purchases from us and our affiliates, whether required or voluntary, generally will be at prices exceeding our costs, to account for our administrative and handling costs.

Insurance Requirements

You must obtain and maintain, at your own expense, the insurance coverage that we periodically require and satisfy other insurance-related obligations. Our current Standards are that you must carry the following types and minimum amounts of insurance coverage:

1. Broad form comprehensive general liability, including contractual liability, property damage, personal and advertising injury, completed operations, products liability and fire damage coverage,

with limits of no less than $1 million dollars per occurrence and $2 million dollars in aggregate with a maximum $5,000 deductible per occurrence;

2. All risk coverage on all personal property and improvements covering your Franchised Bakery-Café and contents thereof, including, without limitation, all supplies, inventory, fixtures, and equipment, with limits of not less than the full replacement value (or greater, if required by applicable law or the lease for your Franchised Bakery-Café);

3. Automobile liability insurance with limits no less than $1 million dollars combined single limit for any owned, hired, or non-owned automobile used in connection with the Franchised Bakery-Café;

4. Business interruption insurance in amounts not less than is sufficient to meet the co-insurance requirements of your policies, and which business interruption insurance covers at least six (6) months of rent, royalties and advertising fees, and contain a replacement value endorsement in an amount not less than ninety percent (90%) of the replacement value thereof, and any loss shall be payable to you and us, as applicable;

5. Worker's compensation and disability insurance as may be required by law;

6. Umbrella/excess liability policy with limits no less than $2 million dollars per occurrence and in the aggregate;

7. Employment practices liability insurance, including third-party coverage, with limits not less than $1 million dollars per occurrence if you operate multiple Bakery-Café locations, and $500,000 per occurrence if you operate a single location;

8. Cyber liability insurance with limits no less than $1 million dollars per occurrence if you operate multiple Bakery-Café locations, and $500,000 per occurrence if you operate a single location; and

9. Any other insurance coverage as required by the landlord of the premises, and by the applicable state or local authority in which your Bakery-Café is located.

Development of Tous Les Jours Bakery-Café

You are responsible for developing your Franchised Bakery-Café. We will give you mandatory and suggested specifications and layouts for a Tous Les Jours Bakery-Café, including requirements for dimensions, design, image, interior layout, décor, Operating Assets, and color scheme. These plans might not reflect the requirements of any federal, state or local law, code or regulation, including those arising under the Americans with Disabilities Act ("**ADA**") or similar rules governing public accommodations for persons with disabilities. You must prepare a site survey and all required construction plans and specifications for the Franchised Bakery-Café's site and make sure that they comply with the ADA and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. We must review and approve all final plans and specifications before you begin constructing the Franchised Bakery-Café and all revised or "as built" plans and specifications during construction. Our review is only to ensure your compliance with our design requirements. We may inspect the Franchised Bakery-Café during its development.

The Franchised Bakery-Café must be at a site that we approve. We have the right to approve the Bakery-Café's lease or sublease and to require that it include certain provisions (listed in Article 5 of the

Franchise Agreement), including our right to the Franchised Bakery-Café's site if the Franchise Agreement is terminated or not renewed or if you lose possession because of your default under the lease.

We retain the option to (i) designate one or more suppliers of design services and/or architecture services to supply their professional services to the System, (ii) require you to provide the layout and dimensions for the site of the Franchised Bakery-Café to our designated service provider in the manner specified in the Manuals or otherwise in writing and to have our designated service provider prepare a standardized design (a "**Preliminary Drawing**") of the Franchised Bakery-Café using such layout and dimensions, and (iii) have our designated service provider prepare final plans for construction based upon the Preliminary Drawings and specifications at your cost and expense. You must purchase and install signs and digital menu boards from us or our approved suppliers in accordance with the System Standards and any requirements of the landlord and local and state ordinances and zoning requirements.

System Standards and Specifications

To maintain the quality of the goods and services that Tous Les Jours Bakery-Cafés sell and our System's reputation, we may condition your right to buy or lease Operating Assets, inventory items, and similar items (besides those described above which you may obtain only from us, our affiliates, and/or other designated exclusive sources) on their meeting our minimum standards and specifications and/or being acquired from supplier that we approve. We will formulate and modify System Standards and specifications based on our experience in operating Tous Les Jours Bakery-Cafés. Our System Standards and specifications may impose minimum requirements for production, performance, operation, reputation, prices, quality, design and appearance.

We state all specifications, and we will identify designated suppliers and approved suppliers in the Manuals, where applicable. You must operate the Bakery-Café in strict conformity with the methods, standards and specifications that we prescribe in the Manuals or otherwise in writing. We can, and expect to, modify our standards and specifications as we deem necessary. We will provide you notice in the Manuals or other methods (such as by e-mail) of any changes in the standards and specifications. We may revise the specifications and designated suppliers and approved suppliers through written bulletins, e-mail, intranet or supplements to the Operations Manuals at any time.

Alternative Supplier Approval Process

If we institute any type of restrictive sourcing program (which, as noted above, we will do for TM Products, Branded Products, and certain Operating Assets and Specified Products and may do for other items) and you want to use any item or service that we have not yet evaluated or to buy or lease from an alternative supplier that we have not yet approved or designated, you first must send us sufficient information, specifications, and samples so that we can determine whether the item or service complies with the System Standards and/or if the supplier meets our supplier criteria. Details on our criteria for alternative supplier approval are currently unavailable to franchisees. We will charge you the costs and expenses incurred by us in conducting the evaluation and testing and decide within a reasonable time, but we will decide within no more than 30 days after we receive all requested information and complete the required testing. Currently, we do not have a range of the cost of alternative supplier application and evaluation. We periodically will establish procedures for your requests and may limit the number of approved items, services, and/or suppliers as we think best. Supplier approval might depend on product quality, delivery frequency and reliability, service standards, financial capability, customer relations, concentration of purchases with limited suppliers to obtain better prices and service, and a supplier's willingness to pay us for the right to do business with our System. Supplier approval might be temporary until we evaluate the supplier in more detail. We may

inspect a proposed supplier's facilities during and after the approval process to make sure that the supplier meets our Standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier, product or service.

Consideration from Required Purchases; Purchasing Arrangements

We reserve the right to receive certain considerations from required purchases or leases by franchisees on account of their dealings with you and other franchise owners and to use all amounts that we receive without restrictions for any purposes we deem appropriate. We also reserve the right to receive certain considerations from suppliers for franchisee purchases. During the fiscal year ended December 31, 2025, we received $220,919.76 from our parent CJ Foodville USA in the form of free products, promotional items and/or discounts provided directly to our franchisees.

Currently, CJ Foodville USA is the designated supplier of the TM Products, certain Specified Products, and certain Operating Assets, such as baking ovens and other kitchen equipment. They are currently the only approved supplier for these products. As reflected in our audited financial statements as of December 31, 2025, attached to this Disclosure Document as Exhibit H, our total revenue for fiscal year 2025 is $16,088,645 and we have no revenue derived from the required purchases or leases by our franchisees. For the fiscal year ending December 31, 2025, CJ Foodville USA derived $108,990,894 in revenue from the sale of the TM Products, Specified Products and certain Operating Assets to our franchisees, which amount to 80.1% of CJ Foodville USA's total revenue for 2025. Except as disclosed in the foregoing, neither we nor our other affiliates derived any other revenue from required purchases or leases. Except through an interest in us or our affiliates, none of our officers owns an interest in any suppliers.

You can expect items purchased or leased in accordance with our specifications will represent approximately 60% to 80% of total purchases you will make to begin operations of the business and approximately 50% to 70% of the ongoing costs to operate the business.

There currently are no purchasing or distribution cooperatives. We negotiate purchase arrangements with suppliers (including price terms) for TM Products, Specified Products, Branded Products, and certain Operating Assets. We do not provide material benefits to you for using designated or approved sources.

## ITEM 9
## FRANCHISEE'S OBLIGATIONS

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

| Obligation | Article/Section in Agreement | Item(s) in Disclosure Document |
|---|---|---|
| a. Site selection and acquisition/lease | Franchise Agreement: 1, 5<br>Area Development Agreement: III | 7, 11 |
| b. Pre-opening purchases/ leases | Franchise Agreement: 4, 7, 8 and 10 | 7, 8, 11 |

| Obligation | Article/Section in Agreement | Item(s) in Disclosure Document |
|---|---|---|
| c. Site development and other pre-opening requirements | Franchise Agreement: 5, 6 and 7 | 7, 8, 11 |
| d. Initial and ongoing training | Franchise Agreement: 6, 7 and 8 | 7, 11 |
| e. Opening | Franchise Agreement: 5, 6, 7, 8 and 10 | 11 |
| f. Fees | Franchise Agreement: 1, 4 and 7<br>Area Development Agreement: II and III | 5, 6, 7, 11 |
| g. Compliance with standards and policies/ Operations Manuals | Franchise Agreement: 5, 6, 7, 8 and 10 | 8, 11, 16 |
| h. Trademarks and proprietary information | Franchise Agreement: 1, 7, 9 and 10<br>Area Development Agreement: VII | 13, 14 |
| i. Restrictions on products/ services offered | Franchise Agreement: 7 and 8<br>Area Development Agreement: VII | 8, 16 |
| j. Warranty and customer service requirements | None | None |
| k. Territorial development and sales quotas | Area Development Agreement: III | 12 |
| l. Ongoing product/ service purchases | Franchise Agreement: 7 and 8 | 8, 16 |
| m. Maintenance, appearance and remodeling requirements | Franchise Agreement: 5, 7, 8 and 18 | 11 |
| n. Insurance | Franchise Agreement: 14 | 7 |
| o. Advertising | Franchise Agreement: 4, 9 and 13 | 6, 7, 11 |
| p. Indemnification | Franchise Agreement: 21<br>Area Development Agreement: XIV | 6 |
| q. Owner's participation/ management/staffing | Franchise Agreement: 1, 7 and 18<br>Area Development Agreement: VII | 15 |
| r. Records/reports | Franchise Agreement: 7, 8 and 10 | 6 |
| s. Inspection/audits | Franchise Agreement: 7 and 10<br>Area Development Agreement: XII | 6, 11 |
| t. Transfer/relocation | Franchise Agreement: 1, 7, and 15<br>Area Development Agreement: XI | 6, 17 |
| u. Renewal | Franchise Agreement: 2<br>Area Development Agreement: V | 6, 17 |

| Obligation | Article/Section in Agreement | Item(s) in Disclosure Document |
|---|---|---|
| v. Post-termination obligations | Franchise Agreement: 17<br>Area Development Agreement: X | 17 |
| w. Non-competition covenants | Franchise Agreement: 18<br>Area Development Agreement: XII | 17 |
| x. Dispute resolution | Franchise Agreement: 27<br>Area Development Agreement: XIX | 17 |
| y. Guarantee | Franchise Agreement: 29, Exhibit "H"<br>Area Development Agreement: XI | 10, 15 |

## ITEM 10
## FINANCING

We do not offer direct or indirect financing. We do not guarantee your notes, leases or other obligations.

## ITEM 11
## FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

**Pre-Opening Obligations**

Franchise Agreement

Before you open your Franchised Bakery-Café:

- We will review the location you select for your Bakery-Café and approve it if it meets our minimum site criteria, at which point it will become the Accepted Location. If you and we have not agreed on an Accepted Location at the time we sign the Franchise Agreement, you must select a location that complies with our site selection criteria within a geographic area that we specify. We will approve or deny a location you propose for the Franchised Bakery-Café within 15 days after we receive the complete site report and other materials we request. (Section 1.2, Section 5.3, Exhibit A to the Franchise Agreement).
- We will give you specifications for all required purchases and leases for the Bakery-Café, to the extent that we have specifications for a particular item, and identify and provide you with list(s) of approved and designated suppliers for all items required to be used in the Bakery-Café. (Section 3.2 of the Franchise Agreement)
- We will provide on-site pre-opening and opening supervision as we deem advisable. (Section 3.4 of the Franchise Agreement).

- We will give you mandatory and suggested specifications and layouts for your Franchised Bakery-Café, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings and color scheme. (Sections 3.1 and 3.2 of the Franchise Agreement).

- We will train you and your trainers. This training is described in detail later in this Item. (Section 3.3, Article 6 of the Franchise Agreement).

- We will loan you a copy of (or provide you with electronic access to) the Manuals (defined in Item 1 above) to use during the term of your Franchise Agreement, containing the Standards, specifications and other requirements for operation of your Franchised Bakery-Café. We reserve the right to modify the Manuals from time to time to reflect changes that it may implement in the mandatory and recommended specifications, Standards and operating procedures of the System. (Sections 3.6 and 3.7 of the Franchise Agreement).

- We will provide assistance and guidance on your initial opening of the Franchised Bakery-Café, including dispatching of our representative(s). (Sections 3.3 and 3.4 of the Franchise Agreement).

Area Development Agreement

- We will grant to you development rights to a Development Area within which you will assume the responsibility to establish and operate an agreed-upon number of Tous Les Jours Bakery-Cafés within the Development Area under separate Franchise Agreements. (Sections 1.1, 1.2, and 4.1 of the Area Development Agreement)

- It is our standard procedure to have you identify and select a site for the Tous Les Jours Bakery-Cafés on your own. However, we will review the site you select for conformity to our standards and criteria for potential sites and, if the site meets our criteria, approve the site for a Tous Les Jours Bakery-Café. We must approve the sites of future units and any territories for those units in accordance with the then-current standards for sites and territories. (Sections 3.1 and 8.1 of the Area Development Agreement)

- We will provide you with standard specifications and layouts for building and furnishing the Tous Les Jours Bakery-Cafés. (Section 8.2 of the Area Development Agreement)

- We will review your site plan and final build-out plans and specifications for conformity to our Standards and specifications. (Section 8.3 of the Area Development Agreement)

- We will conduct one on-site evaluation, as we deem advisable, as part of our evaluation of the site for a Tous Les Jours Bakery-Café. (Section 8.4 of the Area Development Agreement)

- We will provide such other resources and assistance as may be developed and offered to our Area Developers, but we are under no obligation to spend any amount on advertising in an Area Developer's area or territory. (Section 8.5 of the Area Development Agreement)

**Continuing Assistance**

We have the following obligations to you during the operation of your Franchised Bakery-Café:

During the operation of the Franchised Bakery-Café, we will:

- Advise you regarding operating issues concerning the Franchised Bakery-Café disclosed by reports you submit or inspections we make. In addition, we will give you guidance on Standards, specifications and operating procedures and methods used by other Tous Les Jours Bakery-Cafés in the System; new recipe

items, menu variations, food preparation and display methods; purchasing required fixtures, furnishings, equipment, signs, products, materials and supplies; advertising and marketing programs; and general guidance on operations. This guidance will, at our discretion, be furnished in the Manuals, and/or during remote and/or in-person consultations at our office or the Franchised Bakery-Café, or any other place or method of communication. (Sections 3.2, 3.7 and 13.2 of the Franchise Agreement)

- Will review and approve or disapprove of proposed advertising materials prepared by you for use in local advertising. (Section 13.7 of the Franchise Agreement)

- Inspect and observe the operations of the Franchised Bakery-Café from time to time to determine whether you and the Franchised Bakery-Café are complying with the Franchise Agreement and the System Standards. The details of inspection criteria will be furnished in the Manuals. (Section 3.8 of the Franchise Agreement)

- Administer the advertising fund in the manner described in the Franchise Agreement. (Section 13.2 of the Franchise Agreement)

**Advertising Fund**

We will establish and manage an Advertising Fund (the "**Ad Fund**" or "**Fund**") for the advertising, marketing and public relations programs as we, in our sole discretion, may deem necessary or appropriate to promote Tous Les Jours Bakery-Cafés, the Marks, and the System. We may designate the following programs under the Fund, and in such proportions as may be designated by us in writing from time to time: (i) your contributions paid to the Fund, and (ii) your expenditures on local advertising and promotion. Currently, we do not assess the Ad Fund Fee. However, upon 30 days' prior written notice, you will be required to commence paying an Ad Fund Fee of up to 3% of your Gross Sales. This fee is due and payable on a monthly basis and paid by electronic funds transfer into the Fund or as otherwise notified to you in writing. The maximum amount of the Ad Fund Fee is 3% of Gross Sales. We may change the Ad Fund Fee on 30 days written notice in our sole discretion as long as the fee remains at or below 3% of Gross Sales.

We will administer the Fund as follows:

1. We will direct all advertising and public relations programs financed by the Fund, with sole discretion of approval over agencies, spokespersons, creative concepts, materials, and media placements and allocations used in the programs. The Fund may establish and maintain an on-line presence. The Fund may be used to pay the costs of researching, preparing, maintaining, administering and directing advertising and promotional materials and programs (including the costs of preparing and conducting television, radio, magazine, newspaper, direct mail and coupon advertising campaigns and other public relations activities; employing advertising agencies; providing a toll-free number for prospective customers to call for referral purposes; and providing promotional brochures and other marketing materials to franchisees in the System). Also monies in the Fund may be used to cover administrative costs and overhead we may incur including salary costs of employees working for the Fund. You must participate in all advertising and public relations programs instituted by the Fund. All Tous Les Jours Bakery-Cafés owned by us or our affiliates may, but are not required to, contribute to the Fund. If they do, they may not be required to contribute in the same percentage as you and may stop contributing at any time without notice to you.

2. The Fund will be accounted for separately from our other funds. We may spend in any fiscal year an amount greater or less than the aggregate contribution of all Bakery-Cafés to the Fund in that year, and the Fund may borrow from us or other lenders at standard commercial interest rates to cover deficits of the Fund or cause the Fund to invest any surplus for future use by the Fund.

3. You authorize us to collect for remission to the Fund any advertising or promotional monies or credits offered by any supplier based upon your purchases. Any advertising or promotional monies or credits we collect from any supplier based upon your purchases will not be credited toward your required contribution to the Fund.

4. An unaudited statement of monies collected and costs incurred by the Fund will be prepared annually by us and will be furnished to you upon written request. We will have the right to cause the Fund to be incorporated or operated through an entity separate from us at such time as we deem appropriate, and such successor entity will have all our rights and duties.

5. The Fund is intended to maximize recognition of the Marks and patronage of Tous Les Jours Bakery-Cafés generally. Although we will endeavor to utilize the Fund to develop advertising and marketing materials and programs, and to place advertising, in order to benefit all Tous Les Jours Bakery-Cafés, we are not obligated to spend any of the Fund in your area or territory, and we undertake no obligation to ensure that expenditures by the Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Fund by the Bakery-Cafés operating in that geographic area or that any Bakery-Café will benefit directly or in proportion to its contribution to the Fund from the development of advertising and marketing materials or the placement of advertising. Your failure to derive any such benefit will not serve as a basis for a reduction or elimination of your obligation to contribute to the Fund. We have no fiduciary obligation to you or any other Tous Les Jours Bakery-Café in connection with the establishment of the Fund or the collection, control or administration of monies paid into the Fund. Except as expressly provided in the Franchise Agreement, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction, or administration of the Fund.

Since the Fund is not yet established as of the effective date of this Franchise Disclosure Document, no money has been collected or spent by the Fund. The Fund may place advertising in any media, including print, radio and television. The coverage is typically regional and national in nature. Advertising may be developed in-house and/or by regional and national advertising agencies. No money will be spent by the Fund to solicit new franchisees.

**Local Advertising**

Each fiscal quarter, we reserve the right to require you to spend an amount equal to up to 2% of Gross Sales for the immediately preceding quarter on local advertising and promotion as we may specify. For any fiscal quarter in which you are required to make expenditures on local advertising and promotion, you must submit to us detailed reports within 14 days following the close of the fiscal quarter or as otherwise specified by us, describing the amount of money expended on advertising, marketing and promotion during such quarter (or other time period specified by us).

Subject to our prior approval, you must obtain and maintain a business listing in your local directories and digital platforms we specify under the name "Tous Les Jours." If other Tous Les Jours Bakery-Cafés are located in your area, you must participate in any local advertising cooperative that we establish, if we require your participation. Your participation may include paying your pro rata share of local advertising. You may not solicit business through a toll-free number, direct mail or other advertising methods without our prior written consent.

All advertising, promotion and marketing must be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which we prescribe from time to time. You must submit to us, in the form and manner we prescribe, for prior approval, samples of all advertising and promotional materials not prepared or previously approved by us, including materials you wish to present on a website or social media. If you do not receive written approval within 10 days from

the date of our receipt of such materials, we will be deemed to have disapproved the submitted materials. You may not use any advertising or promotional materials that we have not approved, have disapproved or that do not include the copyright registration notices and trademark registration notices we designate. You are not permitted to advertise on the Internet or World Wide Web without our prior written consent.

**Promotional Campaigns**

We may conduct promotional campaigns on a national, regional, or local basis to promote products or marketing themes. You must participate in all promotional campaigns which we may establish for the region in which your Franchised Bakery-Café is located.

**National Advertising Council**

We may, in the future, establish a national advertising council composed of franchisees. The council members are selected by the franchisees in the System. The council will serve in an advisory capacity only, advising us on advertising policies. The council will operate under its own by-laws and be responsible for its administration, but we will have the authority to dissolve, change and reform the Council. There currently are no such councils.

**Advertising Cooperatives**

We may, in the future, establish advertising cooperatives comprised of groups of franchisees within regions or areas we designate, and may modify boundaries of these groups in our discretion, effective on written notice. If a cooperative is established for the geographic area in which your Franchised Bakery-Café is located, you must become a member of such cooperative within 30 days after the date on which the cooperative commences operation, and we may set the amount (but not to exceed 2% of Gross Sales) you and other members of such advertising cooperative must contribute. If any of our affiliates owns a Tous Les Jours Bakery-Café within the boundaries of a cooperative, it will contribute to the cooperative at the lowest percentage contribution rate that any Tous Les Jours franchisee in the same cooperative then pays and will have the same voting rights as franchisee members.

Each cooperative shall be organized and governed in a form and manner prescribed or approved by us in writing. Any disputes arising among or between you, other Tous Les Jours franchisees in the cooperative, and/or the cooperative, shall be resolved in accordance with the rules and procedures set forth in the cooperative's governing documents. You must submit to the cooperative the amount required under your Franchise Agreement at such times as determined by us, together with such other statements or reports as may be required by us, or by the cooperative with our prior written approval.

Each cooperative's members and elected officers are responsible for the cooperative's administration, subject to our right to dissolve, change and reform the cooperative. The cooperative must obtain our written approval of the copy and proposed media or method of distribution for advertising and promotion it creates, following the same procedures you must follow for materials you create, as described above. The cooperative must assign to us any copyright, trademark or service mark rights in any materials it creates, without compensation, and permit us and other Tous Les Jours franchisees which it authorizes to use these materials without compensation.

We may require a cooperative to merge with another cooperative servicing an adjacent or proximate area, or to subdivide a cooperative into smaller groupings. We may dissolve a cooperative when we simultaneously dissolve all advertising cooperatives.

No advertising cooperative exists in our system at this time, and no governing documents are available at this time.

**Advertising/Marketing Materials**

Before you use them, you must send us samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved for our review. In connection with any video marketing campaigns for television and social media platforms, including YouTube, you must submit the final product of all such marketing and promotional plans and materials to us for our prior written approval (except with respect to prices to be charged). If you do not receive written approval within 10 business days after we receive the materials, they are deemed to be disapproved. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved.

Your general conduct on the Internet and in the use of any forms of electronic media (including, without limitation, through the use of social technology, social media, social networking platforms, video websites, email marketing sites or other forms of electronic media not yet developed) is subject to terms and conditions of the Franchise Agreement and all other rules, requirements or policies that we may identify from time to time. We may, at any time after you commence use of any approved electronic media, prohibit further use, effective upon receipt of written notice by you.

**Operations Manual**

Attached as Exhibit E is a copy of the table of contents of our current Operations Manual, which indicates the number of pages devoted to each topic and subtopics in the Operations Manual. The total number of pages contained in our Operations Manual is 236.

**Information System**

You must purchase, lease, use, maintain and update at your Bakery-Café all hardware, software, and network components that we periodically require for the Tous Les Jours System, including, but not limited to:

(i) operations and sales related systems, including, POS systems (including, without limitation, terminals, registers, card readers, receipt printers, cash drawers, barcode scanners, and other related hardware and software), digital menu boards, online ordering platforms, Customer Card processing equipment and related hardware and software;
(ii) infrastructure and connectivity related systems, including, computer systems, mobile hardware, telephone lines, and high-speed internet access, network connections, communications equipment, and secure data links; and
(iii) administration systems, including, accounting, sales reporting, and records retention systems and learning management systems and related hardware and software.

These systems and any future technologies in connection therewith (collectively, the "**Information System**") will allow us to communicate with you, and poll and review the results of your Franchised Bakery-Café's operations, including without limitation, sales data, consumer trends, food and labor costs, and other financial information. You must comply with our then-current terms of use policies and any other requirements regarding any inter/intranet sites we establish for Tous Les Jours Bakery-Cafés. Any warranty you may have on equipment or software will be limited to that provided by the applicable manufacturer or licensor.

The cost of purchase and/or leasing the required Information System is estimated to range between $11,000-$18,000. The estimated annual cost of optional or required maintenance, updating, upgrading, or support contracts for the Information System is estimated to range between $2,200-$4,000.

You must provide accurate, complete and full disclosure of the books and accounts and give us continuous and direct access to any third-party services or platforms through which revenue is generated or processed (each a "**TPS**"). This includes, without limitation: (i) delivery and catering services (e.g., DoorDash, Uber Eats, Grubhub, ezCater, Too Good To Go); (ii) online ordering or e-commerce providers; (iii) POS system; (iv) payment processors; and (v) any other current or future platforms and any future technologies utilized in connection with your Bakery-Café. We may distribute the collected data on a confidential basis to our network of franchisees. We reserve the right to use, and to have full access to, all your Information System, and the information and data they contain. We may charge a reasonable fee for the license, modification, maintenance, or support of software or any other goods and/or services that we furnish to you in connection with any component of the Information System.

We reserve the right to introduce to the Information System additional computer software, hardware (including, without limitation, upgraded or additional POS and additional back office systems; mobile applications and related hardware for any Customer Card Programs; learning management systems and related software). You must purchase, lease, use, maintain and update at your expense, as specifications and requirements may be modified over time. In some cases, these components may only be available through us or approved vendors. You will be responsible for paying all supplier and/or licensor (which may include us) charges for use, maintenance, support and/or updates to any future required Information System. We do not have a contractual obligation under the Franchise Agreement to provide any maintenance, repairs, upgrades, or updates on any software or hardware. There are no contractual limitations on the frequency and cost of upgrades and/or updates to the Information System.

**Site Selection**

It is our standard procedure to have you search, identify and select the site for your Franchised Bakery-Café. We will review the location you select for your Bakery-Café and approve it if it meets our standards, requirements and site selection criteria. If you and we have not agreed on an Accepted Location at the time of signing the Franchise Agreement, you must look for proposed locations for your Bakery-Café within a geographic area we specify that complies with our standards, requirements, and site selection criteria. If you are an Area Developer and you have found a site which you believe to be suitable for an Bakery-Café, you will be required to submit a completed site approval package to us (the "**Site Approval Package**") and other materials which we may reasonably require. We must approve the sites of future units and any territories for those units in accordance with the then-current standards for sites and territories. We will have 15 days to approve or disapprove a site you propose. If you do not receive written notice of our disapproval after 15 days, the site is deemed rejected.

Our site approval is based on a variety of factors which may include, but are not limited to, residential population, traffic counts and patterns, competing establishments, median income levels, availability of parking, rental and lease terms, physical configuration of the site and growth trends in the area. We must approve any site selected, but our consent will not be unreasonably withheld. If you cannot find a suitable site and open your Bakery-Café within 365 days from signing the Franchise Agreement ("**Opening Date**"), unless extended by us in our sole discretion, we can terminate the Franchise Agreement and keep the Initial Franchise Fee.

**Opening the Franchised Bakery-Café**

We estimate that the interval between the execution of the Franchise Agreement and the opening of the Franchised Bakery-Café will typically range from 10 to 12 months, but the interval may vary based upon such factors as the location and condition of the site, the construction schedule for the Franchised Bakery-Café, the extent to which an existing location must be upgraded or remodeled, the delivery schedule for equipment and supplies, delays in securing financing arrangements and completing training, and your compliance with local laws and regulations. More specifically, you must submit to us for our approval information and material necessary for the proposed location for your Franchised Bakery-Café no later than 180 days from the execution of the Franchise Agreement. You must also obtain all required construction permits and commence construction of the Franchised Bakery-Café as soon as commercially practicable following the execution of the approved lease/sublease for your Franchised Bakery-Café. Prior to the commencement of construction/renovations, you must provide written notice to us of the projected commencement date of construction of the Franchised Bakery-Café and submit a detailed construction schedule and proposed opening date. The opening date shall be no more than 180 days from the date of commencement of construction.

You may not open the Franchised Bakery-Café for business until: (1) you and your managers have completed the required training to our satisfaction, (2) you have paid the Initial Franchise Fee and all other amounts due to us, (3) we have received copies of all your required insurance policies or such other evidence of insurance coverage as required, (4) you have completed all preparations for the opening of your Franchised Bakery-Café as reasonably determined by us, and (5) we have determined that your Franchised Bakery-Café has been constructed and equipped in accordance with approved plans and specifications. You must open the Franchised Bakery-Café for business within 365 days after the execution of the Franchise Agreement and five days after we notify you that the Franchised Bakery-Café is ready to open unless there are circumstances beyond your control. We must approve any delay in opening of the Franchised Bakery-Café with approval to be reasonable in nature.

**Pricing Requirements**

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum or other pricing requirements with respect to the prices you may charge for the Products offered and sold at the Franchised Bakery-Café.

**Customer Card Programs**

You will be required to participate in promotional programs developed by us for the System, in the manner directed by us in the Manuals or otherwise in writing. We have the right to require you to sell or otherwise issue gift cards or certificates, loyalty programs, reward programs, and other types of programs ("**Customer Card Programs**") that we develop or designate to support and promote the System. You must comply with all our procedures and policies for Customer Card Programs in the manner specified by us in the Manuals or otherwise in writing by us. You will, at your sole expense, promptly install at the Franchised Business any acceptance system for Customer Card Programs and/or hardware and software necessary for such Programs to operate with the computer system. You must also obtain any services and supplies we require in connection with Customer Card Programs and pay all fees charged by us, our affiliates, or our approved suppliers in connection with the Customer Card Programs. You will be required to fully honor all such gift cards and loyalty or rewards programs that are in the form provided or approved by us regardless of whether a gift card, loyalty points, or rewards membership was issued by us or another franchisee. You will be required to sell, issue and redeem such gift card, loyalty card or rewards membership in accordance

with procedures and policies specified by us in the Manuals or otherwise in writing, including those relating to procedures by which you can request reimbursement for such programs issued by other franchisees or Tous Les Jours Bakery-Cafés and for making timely payment to us or other franchisees for the programs issued from your Franchised Bakery-Café that are honored by us or other franchisees of the System.

**Training**

Our initial training program consists of a minimum of ten (10) days of instruction by our management team concerning all aspects of the operation and management of a Tous Les Jours Bakery-Café. The training includes a comprehensive review and discussion of the Manuals and all aspects of the operation of your business. The training should be scheduled near the time of the completion of the construction of your Franchised Bakery-Café and after hiring your key employees. We currently offer the initial training program 15 times throughout the year. The training will take place at our training center located in Commerce, California and our corporate Bakery-Café located in Brea, California, or at another location or locations as we may designate, and will be conducted by our certified instructors. You must designate the following trainees ("**Authorized Trainers**") to attend the program: the franchisee (or, if the franchisee is an entity, a Designated Owner as defined in Item 15), one (1) General Manager, one (1) manager responsible for Front-of-House (FOH), one (1) baker, and one (1) caker. All participants must attend the training together and comply with the training schedule set by us. The initial training will not be provided if you or your affiliate already owns or operates a Tous Les Jours Bakery-Café and/or have already completed our training (including, at the time of your renewal of the Franchise Agreement). You must meet all of the pre-opening obligations (including, without limitation, the minimum staffing requirements for the Franchised Bakery-Café) before being able to schedule your initial training. You and your General Manager(s) and Authorized Trainers attending the training are required to complete the training to our reasonable satisfaction. We may require that any persons subsequently employed by you in the position of General Manager and Authorized Trainer(s) attend such further training programs as we shall from time to time reasonably prescribe and complete the programs to our satisfaction.

For any refresher, additional and/or supplemental training courses, we will charge an additional training fee ("**Additional Training Fee**"), which is currently $350.00 per trainer per day for training conducted outside our business locations or $350.00 per trainee per day for training conducted at our business locations, plus our costs and expenses (including all travel and living expenses). The fee will be primarily to compensate the personnel who teach the courses and to defray the expenses of such courses. A person who has successfully completed our new franchisee initial training program must at all times actively supervise the operation of your Franchised Bakery-Café.

For all required initial training courses, we will provide, at no charge to you, instructors and training materials for up to five (5) trainees. You will be responsible for all other expenses which you or your employees incur for the purpose of this training, including the cost of transportation, lodging, meals and wages. If you need to replace your General Manager or any Authorized Trainer, the replacement General Manager or Authorized Trainer must attend and complete the supplemental training program to our satisfaction as soon as is practicable. For this training, you must pay us the then-current Additional Training Fee (including our costs and expenses) disclosed in Item 6 above.

You are responsible for the recruitment and hiring of *all* of your employees. You are also responsible for the training of all your employees. One of our representatives will advise and assist you in opening the Franchised Bakery-Café by coordinating your pre-opening activities and being available to assist in setting up your operations for up to five (5) days for the opening of your Franchised Bakery-Café.

After the opening of your Franchised Bakery-Café, you may request that we provide supplemental or additional training to assist in the Bakery-Café operations. Upon your request, we will have the option at our sole discretion, but not the obligation, to provide the requested assistance, which will be subject to, among others, the availability of the required staff for the requested duration of time. If we agree to provide supplemental or additional training to your Franchised Bakery-Café, you will be required to pay us the Additional Training Fee (including our costs and expenses). We will issue invoice(s) for such costs on a weekly or biweekly basis, at our option, which invoice(s) shall be paid by you promptly within seven (7) days.

Listed below is a chart showing our tentative initial training schedule, the principal instructors, the instructional material you will use, and the location of the initial training:

**TRAINING PROGRAM**

| **FOH/Management Training** | | | |
|---|---|---|---|
| **Course** | **Hrs of Classroom Training** | **Hrs of On-The-Job Training** | **Location** |
| Orientation | 0.5 | | Commerce, CA |
| Bread & Cake Theory | 1.5 | | Commerce, CA |
| Food Safety | 2 | | Commerce, CA |
| Store Opening Process | 0.5 | | Commerce, CA |
| Customer Service | 2 | 5 | Commerce, CA |
| Beverage (Coffee & Non Coffee) | 7 | 7 | Commerce, CA |
| Basic BOH skills (Bread, Cake, and Sandwiches) | 2 | 7.5 | Commerce, CA |
| Ordering and Back Office Systems | 3 | 4 | Commerce, CA |
| POS System | 1 | 5 | Commerce, CA |
| Human Resources Management | 1 | | Commerce, CA |
| Handling Claims | 1 | | Commerce, CA |
| On-Site Training (Establishing Store Standards and Real Life Application of Learned Skills) | | 14 | Brea, CA |
| FOH Equipment Usage and Handling | 1 | 4 | Commerce, CA |
| Store Opening and Closing Simulation | | 8 | Commerce, CA |
| **Subtotal** | **22.5** | **54.5** | |
| **Bread** | | | |
| **Course** | **Hrs of Classroom Training** | **Hrs of On-The-Job Training** | **Location** |
| Orientation | 0.5 | | Commerce, CA |
| Brand/Company Introduction | 1 | | Commerce, CA |
| Bread & Cake Theory | 1.5 | | Commerce, CA |

| | | | |
|---|---|---|---|
| Equipment Handling & Safety Training | 1.5 | | Commerce, CA |
| Food Safety Training | 2 | | Commerce, CA |
| Various Baking Production Processes including Sandwiches | 0.5 | 69 | Commerce, CA |
| Understanding BOH Operations Management | 1 | | Commerce, CA |
| **Subtotal** | **8** | **69** | |
| **Cake** | | | |
| **Course** | **Hrs of Classroom Training** | **Hrs of On-The-Job Training** | **Location** |
| Orientation | 0.5 | | Commerce, CA |
| Brand/Company Introduction | 1 | | Commerce, CA |
| Bread & Cake Theory | 1.5 | | Commerce, CA |
| Equipment Handling & Safety Training | 1.5 | | Commerce, CA |
| Cake Production Processes plus Sandwiches | 0.5 | 69 | Commerce, CA |
| Food Safety Training | 2 | | Commerce, CA |
| Understanding BOH Operations Management | 1 | | Commerce, CA |
| **Subtotal** | **8** | **69** | |
| **TOTAL** | **231** | | |

All aspects of training are integrated. There are no definitive starting and stopping times. The training program will be supervised by Daegun Choi, who serves as our Senior Quality Control Manager since January 2023. Prior to that, Mr. Choi served as the District Manager at CJ Foodville Korea, located in Seoul, Korea, from January 2020 to December 2022 and served as the Quality Control Team Manager at CJ Foodville China from March 2013 to December 2018. Prior to that, from March 2009 to February 2013, Mr. Choi worked in the Quality Control Team at CJ Foodville Korea. Our instructors have at least 1 year of direct experience in training or quality control with us and over 5 years of experience in the retail food services industry.

We can require that you and/or your General Manager attend additional and/or refresher training programs, including national and regional conferences, conventions and meetings, as we may reasonably require, to correct, improve and enhance your operations, the System, and its members at our corporate headquarters, with durations not longer than 3 days and not more than 2 times in any given year. You will be responsible for all travel, living, incidental and other expenses for you and your personnel attending optional or mandatory training programs, seminars or meetings. We may charge a reasonable fee for any training program, conference, convention or other events.

## ITEM 12
## TERRITORY

**Franchise Agreement**

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.

Your Bakery-Café may only be operated at the Accepted Location. If we have not yet approved a site for the Bakery-Café when we execute the Franchise Agreement, you must select a location that we approve in accordance with our System Standards and site selection criteria within a site selection area that we specify. You will have no exclusive or protected rights in your site selection area.

Under the Franchise Agreement we grant you the right to operate a Tous Les Jours Bakery-Café at a specific location and within a defined geographic area (the "**Territory**") with limited protected rights, except for Non-Traditional Bakery-Cafés that lack a street-facing storefront accessible to the general public. Your Territory will be measured by an area having a radius of one mile from your Franchised Bakery-Café, unless your Franchised Bakery-Café is located in a "High Population Density Zone" in which case we may, at our discretion, reduce your Territory to a (i) ½-mile radius for areas with greater than 50,000 and less than 100,000 population within a 1-mile radius and (ii) ¼-mile radius for areas with greater than 100,000 population within a 1-mile radius. It is our standard procedure to have you search, identify and select the site for the Franchised Bakery-Café. We must approve the proposed location for your Franchised Bakery-Café based on our then-current standards for sites and territories.

Except as otherwise provided, during the term of the Franchise Agreement, we and our affiliates will not establish or operate, or franchise or license any other person to establish or operate, a Tous Les Jours Bakery-Café at a location within your Territory without first offering to you a right of first refusal for the proposed location within the Territory. You will have seven (7) days from our notice of the proposed location to accept or reject the proposed location. If you reject the proposed location, or if you fail to notify us of your acceptance or rejection within the seven (7) days, you will be deemed to have rejected the location and we and our affiliates will have the right to open a corporate Bakery-Café or offer the proposed location to another new or existing franchisee even though it will be located within the Territory. Further, we and our affiliates retain the following rights, and without granting you any rights therein:

(i) To own, acquire, establish and/or operate, and franchise and/or license others to establish and operate, Tous Les Jours Bakery-Cafés selling the Products at any location outside the Territory;

(ii) To own, acquire, establish and/or operate, and franchise and/or license others to operate, businesses under other proprietary marks and other systems, whether such businesses are similar (including offering products that are the same or similar to those offered from the Franchised Bakery-Café) or different from the Franchised Bakery-Café, at any location within or outside the Territory;

(iii) To own, acquire, establish and/or operate, and franchise and/or license others to establish and operate, Tous Les Jours Bakery-Cafés under the Marks at limited purpose, limited access and captive audience facilities, and other types of institutional accounts (which shall include, without limitation, airports and other public transportation facilities, parks, stadiums, business and industrial and military complexes, theaters, amusement centers, museums, educational facilities, hospitals and other health care facilities, and art centers) at any location within or outside the Territory;

(iv) To sell or distribute, directly or indirectly, or license other to sell or distribute, under the

Marks, at any location (notwithstanding its proximately to the Accepted Location) whether within or outside the Territory, products and services through any distribution channel or method, including grocery stores, convenience stores, retail outlets, mail order, toll-free numbers, Internet (or any other existing or future form of electronic commerce) and delivery services, irrespective of the proximity to the Franchised Bakery-Café without compensation to you; provided, however, any such sales will not be made from a Tous Les Jours Bakery-Café located in the Territory;

(v) To sell or distribute, directly or indirectly, or franchise and/or license others to sell or distribute, under the Marks, at any location (notwithstanding its proximity to the Accepted Location), whether within or outside the Territory, any products, other than food products;

(vi) To give, donate or contribute to charitable and community organizations and events for fundraising and other events and use the Products for promotions and product demonstrations in the Territory; and to offer Products for sampling by consumers and organizations for product testing, promotions and demonstrations in the Territory; and

(vii) To engage in any other activity, action or undertaking that we are not expressly prohibited from taking under the Franchise Agreement.

Except for catering services, our mobile application, approved online ordering platforms, and delivery services that we may allow or require, you may only sell the Products at retail to customers who are physically present at your Accepted Location. Unless otherwise permitted by us in writing, you may not sell any Products through the Internet, catalog sales, telemarketing, other direct marketing, or using any other channels of distribution.

We do not restrict advertising and publicity you conduct for your franchised Bakery-Café outside your Territory, as long as you obtain our approval for the proposed advertising, promotion, or marketing in advance. Likewise, we and other franchisees may conduct advertising and publicity of ours and their Bakery-Cafés in your Territory, but other franchisees will have to obtain our approval in advance for the advertising, promotion, and marketing. You and any Tous Les Jours franchisees are not permitted to maintain a separate Website and to advertise and promote their Bakery-Cafés on the Internet or using any other public computer network unless you obtain our prior written approval.

Except as otherwise provided, the Franchise Agreement does not grant you any options, rights of first refusal or similar right to acquire additional franchises.

**Relocation**

You may not relocate your Franchised Bakery-Café without our prior written approval. Before we approve, we may request that you submit certain materials and information regarding your relocation plan, and we may, at our sole discretion, require that you satisfy any or all of the following as conditions of our approval:

(i) You must not be in default under any provision of any agreement between us;

(ii) The substitute location must meet our then-current standards for Tous Les Jours Bakery-Cafes;

(iii) You must possess the financial resources to meet the costs associated with relocating;

(iv) You must enter into our then-current form of Franchise Agreement for the remainder of the term of the existing franchise right granted. However, you will not be required to pay an initial fee

associated with that Franchise Agreement;

(v) The proposed substitute site for relocation shall not exceed a 3-mile radius from the Accepted Location; and

(vi) You must pay a relocation fee of $10,000.

**Area Development Agreement**

Under the Area Development Agreement, we grant you the right to develop and operate the number of Tous Les Jours Bakery-Cafés in a defined area ("**Development Area**") that is specified in the development schedule ("**Development Schedule**"), attached as an exhibit to the Area Development Agreement. There is no set minimum number of Bakery-Cafés required to be opened under the Area Development Agreement. The Development Area is typically described in terms of municipal or county boundaries but may be defined as a specified trade area in a municipality or an area having a radius of a specified distance based on a specific reference location (and, if necessary, further specified by a map on which such Development Area is marked). The actual size of the Development Area will vary depending upon the availability of contiguous markets, our long-range development plans, your financial and operational resources, population and market conditions. The responsibility to locate and prepare a sufficient number of suitable sites is solely yours, and we have no obligation to approve sites which do not meet our criteria in order for you to meet the Development Schedule. Under the Area Development Agreement, we also grant you the right to select the site for your Franchised Bakery-Café(s). If you have found a site which you believe to be suitable for an Bakery-Café, you will be required to submit a completed site approval package to us (the "**Site Approval Package**") and other materials which we may reasonably require. We must approve the sites of future units and any territories for those units in accordance with the then-current standards for sites and territories.

Except as described below, during the term of the Area Development Agreement, we and our affiliates will not operate or grant a franchise for the operation of Tous Les Jours Bakery-Cafés to be located within the Development Area. However, we have the right to terminate this exclusivity if you are not in full compliance with all of the terms and conditions of the Area Development Agreement and all of the Franchise Agreements executed under it.

Except as expressly limited by the Area Development Agreement, we and our affiliates retain all rights with respect to the Tous Les Jours Bakery-Cafés, the Proprietary Marks, and any products and services anywhere including, without limitation, the right: (a) to produce, offer and sell and to grant others the right to produce, offer and sell the products offered at Tous Les Jours Bakery-Cafés and any other goods through similar or dissimilar channels of distribution, both within and outside the Development Area, under trade and service marks other than the Proprietary Marks and under any terms and conditions we deem appropriate; (b) to operate and to grant others the right to operate Tous Les Jours Bakery-Cafés located outside the Development Area under any terms and conditions we deem appropriate and regardless of proximity to your Tous Les Jours Bakery-Cafés; and (c) subject to the option described below, the right to acquire and operate a business operating one or more food service restaurants other than the Tous Les Jours Bakery-Cafés located or operating in your Development Area.

To maintain your rights under the Area Development Agreement you must have open and in operation the cumulative number of Tous Les Jours Bakery-Cafés set forth on the Development Schedule by the dates set forth in the Development Schedule. Failure to do so will be grounds for either a loss of exclusivity or a termination of the Area Development Agreement.

You may sell the Products to retail customers who live anywhere, but who choose to dine in your Franchised Bakery-Cafés. You may only conduct advertising and promotional activities in your Development Area in line with the requirements of this Disclosure Document and the Franchise Agreement. You may not engage in any soliciting or selling of the Products, whether directly or indirectly, through or on the Internet, or any other similar proprietary or common carrier electronic delivery system, through catalog sales, telemarketing or other direct marketing sent or directed to customers or prospective customers located anywhere.

In addition, upon the earlier of the expiration of the term of the Area Development Agreement or upon your execution of a Franchise Agreement for the last Franchised Bakery-Café to be developed within the Development Area, your exclusive rights under the Area Development Agreement with respect to the Development Area will terminate, and we and our affiliates will have the right to operate and to grant to others development rights and franchises to develop and operate Tous Les Jours Bakery-Cafés within the Development Area. This right will be subject only to the territorial rights under the Franchise Agreements entered into by you for the Franchised Bakery-Cafés in the Development Area. The Development Area may not be altered unless we and you mutually agree to do so. It will not be affected by your sales volume. Except as the Area Development Agreement grants you the right to acquire the Optioned Bakery-Cafés described above, you are not granted any other option, right of first refusal or similar right to acquire additional Tous Les Jours Bakery-Cafés in your Development Area under the Area Development Agreement.

## ITEM 13
## TRADEMARKS

The following trademarks related to the operation of Tous Les Jours Bakery-Cafés have been registered with the United States Patent and Trademark Office ("USPTO"):

| TRADEMARK | STATUS | REGISTRATION DATE (INTERNATIONAL CLASS) | REGISTRATION NUMBER |
|---|---|---|---|
| TOUS les JOURS | Registered on Principal Register | Registered on September 1, 2020 (Int'l Class 9) | Reg No. 6139135 |
|  | Registered on Principal Register | Registered on April 7, 2020 (Int'l Class 9); Registered on April 30, 2019 (Int'l Class 35, 43); (Int'l Class 30) | Reg No. 6026687;<br><br>Reg No. 5740648;<br>Reg No. 5740643 |
|  | Registered on Principal Register | Registered on July 15, 2014 (Int'l Class 35, 43); Registered on October 7, 2014 (Int'l Class 30) | Reg. No 4566602; Reg. No 4615944 |
|  | Registered on Principal Register | Registered on January 1, 2013 (Int'l Class 35, 43); Registered on December 11, 2012 (Int'l Class 30) | Reg No. 4266422; Reg No. 4255950 |

| | | | |
|---|---|---|---|
| TOUS les JOURS | Registered on Principal Register | Registered on December 18, 2012 (Int'l Class 30); Registered on December 11, 2012 (Int'l Class 35, 43) | Reg No. 4259935; Reg No. 4255949 |
|   | Registered on Principal Register | Registered On March 17, 2009; Renewed On March 13, 2019 (Int'l Class 43); (Int'l Class 35) | Reg No. 3591779; Reg No. 3591778 |
|   Tous Les Jours | Registered on Principal Register | Registered On July 26, 2005; Renewed On March 18, 2015 (Int'l Class 42) | Reg No. 2976489 |
| Tous Les Jours | Registered on Principal Register | Registered on May 29, 2007; Renewed on March 14, 2017 (Int'l Class 30); (Int'l Class 43); (Int'l Class 35) | Reg No. 3248115; Reg No. 3248116; Reg No. 3248346 |
| TLJ | Registered on Principal Register | Registered on October 28, 2025 (Int'l Class 9, 29, 30, 31, 35, 43) | Reg No. 8000820; Reg No. 8000821; Reg No. 8000822; Reg No. 8000823; Reg No. 8000824; Reg No. 8000825 |
| TLJ | Registered on Principal Register | Registered on October 28, 2025 (Int'l Class 29) | Reg No. 7999986 |

We do not have a federal registration for the Marks listed below. Therefore, these Marks do not have as many legal benefits and rights as a federally registered trademark. If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

| TRADEMARK | STATUS | FILING DATE (INTERNATIONAL CLASS) | SERIAL NUMBER |
|---|---|---|---|
| TLJ | Filed on Principal Register | Filed on August 14, 2024 (Int'l Class 30) | Serial No. 98697883 |
| TOUSlesJOURS | Filed on Principal Register | Filed on June 3, 2025 (Int'l Class 43) | Serial No. 99215594 |
| TOUSlesJOURS BAKERY CAFE | Filed on Principal Register | Filed on June 3, 2025 (Int'l Class 43) | Serial No. 99215660 |

| | | | |
|---|---|---|---|
|  | Filed on Principal Register | Filed on June 3, 2025 (Int'l Class 43) | Serial No. 99215670 |
|  | Filed on Principal Register | Filed on June 3, 2025 (Int'l Class 43) | Serial No. 99215574 |
|  | Filed on Principal Register | Filed on June 3, 2025 (Int'l Class 43) | Serial No. 99215617 |

CJ Foodville Korea, our indirect parent disclosed in Item 1 above, is the registered owner for all of the Marks identified above and has granted us the non-exclusive license to use and license the above Marks, and we in turn will grant you a non-exclusive right to use the Marks identified above as well as other trademarks, service marks, trade names and commercial symbols we may authorize in the future. The Marks may only be used at the location we approve for your Franchised Bakery-Café and for the sale of Products and services we authorize under the Franchise Agreement.

The Franchise Agreement grants you the right to use the Marks. Your use of the Marks and any goodwill is to our exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement. The Area Development Agreement and the Multi-Unit Addendum do not give you the right to use the Marks or the System. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing. We may change the System presently identified by the Marks, including the adoption of new Marks, new products, new equipment or new techniques and you must adopt the changes in the System at your expense. You must comply within a reasonable time if we notify you to discontinue or modify your use of any Mark. We will have no liability or obligation as to your modification or discontinuance of any Mark.

There are currently no effective material determinations by the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, or any pending infringement, opposition or cancellation proceeding, or any pending material litigation, involving the Marks. There are currently no agreements in effect that significantly limit our rights to use or license the use of any Marks in any manner material to the franchise. There are no superior prior rights or infringing uses actually known to us that could materially affect your use of the Marks. All required affidavits and renewals have been filed. All required affidavits and other documents pertaining to the Marks will be filed when necessary to maintain the Marks and all renewals will be filed when necessary to renew the registrations of the Marks.

You must notify us promptly of any infringement or unauthorized use of the Marks that you may become aware. If we find in our sole discretion that your use of the Marks was proper as provided under the terms of the Franchise Agreement, we are obligated to protect you against infringement or unfair competition claims arising out of your use of the Marks or to participate in your defense or indemnify you, provided that you have timely notified us of such claim or proceedings, have otherwise complied with the terms of the Franchise Agreement and have tendered complete control of the defense of such proceedings to us, except that we will have no obligation to indemnify or reimburse you for any fees or disbursements of attorney you

retain. We reserve the right to control any litigation related to the Marks, and we have the sole right to decide to pursue or settle any infringement actions related to the Marks.

## ITEM 14
## PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or copyrights currently registered or patent or copyright applications pending that are material to the franchise. We are not obligated by the Franchise Agreement to protect any patents, patent application or copyright and have no obligation to indemnify you or defend you against claims arising from your use of any patented or copyrighted items. The Franchise Agreement does not require us to take affirmative action when notified of any use or claim related to the patent or copyright. As of the date of this disclosure document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them in this state or in the state in which the Franchised Business will be located.

During the term of your Franchise Agreement, we or our affiliates will disclose to you, either orally or in writing, non-public information related to the System or information that, by its nature, would reasonably be expected to be held in confidence or kept secret (collectively, "**Confidential Information**"). Confidential Information includes, but is not limited to: (i) the System Standards and Manuals; (ii) pricing information and models; (iii) materials describing our franchise network and System; (iv) plans, layouts, site selection criteria, site evaluations, designs and specifications for a Bakery-Café; (v) our methods of preparing and serving the Products, including trade secret recipes; (vi) our sources (or prospective sources) of supply and all information related to or concerning the same, including the identity and pricing structures with our approved and designated suppliers; (vii) our training materials; (viii) our marketing plans, analyses, and development strategies; and (ix) other information, knowledge, know-how and techniques related to the System that we communicate to you.

Our Manuals, other training materials, merchandises and vendor lists and updates, action plans, and other directives contain Confidential Information which we consider to be trade secrets. We claim trade secret and copyright protection for the Manuals and these materials. You must follow our direction in protecting the manuals and other trade secret materials from unauthorized disclosure. You must use our Confidential Information only as we direct. You must also use all reasonable efforts to maintain this information as secret and confidential. Neither you nor your controlling principals are permitted at any time, without first obtaining our written consent, to copy, record or otherwise reproduce these materials or Confidential Information nor make them available to any unauthorized person.

You must require your managers and supervisors to sign a confidentiality agreement in which they promise to keep all of our proprietary information confidential and to follow our directions regarding its use.

All ideas, plans, innovation, enhancement, improvements, invention, concepts, formulas, recipes, methods and techniques relating to the development or operation of a Tous Les Jours Bakery-Café, whether developed by you or your employees (collectively, "**Innovations**") will be deemed to be our exclusive property. You must disclose such Innovation to us and execute such documents, as we may reasonably request to perfect a filing should we elect to file a copyright or similar protection relating to such Innovations at our sole discretion and expense.

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

You must at all times directly supervise the operation of the Franchised Bakery-Café, or you may employ a General Manager for this purpose. If you appoint a General Manager for these duties, he or she must successfully complete the initial training and approved by us. Also, you must inform us of your General Manager's identity, and each General Manager must sign an agreement not to divulge any trade secret or confidential or proprietary information, or to engage in any other business. Your General Manager need not have an ownership interest in a corporate or partnership franchisee, but he or she must have substantial food service experience, demonstrate strong management abilities and promote the Tous Les Jours image to the public.

You must devote your full time and efforts to managing the general business matters of the Tous Les Jours Bakery-Café. Further, you may not, during the term of the Franchise Agreement, engage in any conflicting enterprises. Also, you are bound by confidentiality requirements as well as non-competition covenants discussed in the Franchise Agreement. You and your spouse must sign a personal guarantee.

If a legal entity owns the franchise rights, like a corporation, partnership or limited liability company, you must designate a "**Designated Owner**," who must own and control at least 10% interest in Franchisee, who will have the responsibility and decision-making authority regarding the Franchised Bakery-Café's operation and your business. We must approve your Designated Owner, and you must designate a qualified replacement from among your owners if your Designated Owner can no longer fulfill his/her responsibilities under the Franchise Agreement. The majority interest owner of Franchisee, or, if Franchisee does not have a majority interest owner, then the largest two interest owners, must individually sign a personal guarantee

If you own or operate only one Franchised Bakery-Café, you (or your Designated Owner if Franchisee is a legal entity) must directly supervise the operation of the Franchised Bakery-Café as the General Manager, or subject to our written consent, you may hire and designate an employee who will serve as the General Manager to supervise the operation of the Franchised Bakery-Café. If you are an Area Developer or own and operate more than one Franchised Bakery-Café, then you (or the Designated Owner if Franchisee is a legal entity) may directly supervise the operation of one of the Franchised Bakery-Cafés, but you must designate a General Manager approved by us for each Franchised Bakery-Café. Each Owner of Franchisee must execute the Confidentiality and Non-Competition Agreement in the form attached as Exhibit G-1 to the Franchise Agreement. Each General Manager must execute the Confidentiality and Non-Disclosure Agreement in the form attached as Exhibit G-2 to the Franchise Agreement.

## ITEM 16
## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate your Franchised Bakery-Café in accordance with the System Standards (including required products and services). We have the right, without limitation, to change the types of Products and services that you are authorized to sell at our sole discretion. We may also, at any time, and in our sole discretion, disapprove the sale of certain items sold at your Tous Les Jours Bakery-Café, and you must stop selling those items upon written notice from us to do so. You must sell and offer for sale only the Products and other products and services that we have expressly approved in writing and use only the

materials, ingredients, and other goods and services we have expressly approved in writing. You must sell or offer for sale all Products and any other products and services we require, in their entirety, in the manner and style and for the duration we require. You must not deviate from our System Standards without first obtaining our written consent. You may not sell any menu item, product, service, or program that is not a part of the System without our prior written approval.

There are no restrictions on the customers to whom you can sell the Products at your Franchised Bakery-Café. However, you may not use your Franchised Bakery-Café for any purposes other than the operation of the Franchised Bakery-Café in full compliance with the Franchise Agreement and Manuals, unless our prior written approval is obtained. You must purchase, use and offer each of and only the types, brands and quality of Products and services we designate. The Franchise Agreement allows you to operate one Tous Les Jours Bakery-Café at the Accepted Location only, and nowhere else, except with our prior written approval. You may only sell the Products and services at retail from your Franchised Bakery-Café, and you may not engage in the wholesale sale or distribution of any Products, services, equipment or any of its components, or any related product or services, without first obtaining our written consent.

Any variation from our mandatory requirements requires our prior written approval. We grant approval only in exceptional cases in our discretion. Granting an exception to another franchisee does not require us to grant you that or any exception.

We may add to, modify or discontinue the approved list of Products, ingredients, preparation processes, or other goods and services you must offer. We communicate changes by bulletins, electronic correspondence, memos, or other written communications, all of which comprise the Manuals. There is no limit on our right to impose these modifications. You will be given reasonable time (at least 30 days) after notice from us to implement changes and stop selling particular Products which we delete from the approved list.

We have the right to establish pricing guidelines for the Products and, subject to applicable law, you must comply with and be bound by the prices which may be recommended, suggested or advertised by us. Subject to applicable law, you are required to honor the terms of all promotional or discount programs that we may offer to the public for Tous Les Jours Bakery-Cafés and shall comply with all pricing policies that we may specify, including minimum and maximum pricing policies, minimum advertised price policies and unilateral price policies. You must also provide products and services designated by us on terms we specify, including any samples or free-of-charge. We reserve the right to require you to conduct friends and family, soft-opening and other events and promotions at the Franchised Bakery-Café as required and directed by us and provide products and services designated by us to the public in the manner and at the prices we specify. You must also participate in and honor all coupons, gift certificates, Customer Card Programs, other programs or promotions as directed by us.

## ITEM 17
## RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

**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.**

**THE FRANCHISE RELATIONSHIP**

**FRANCHISE AGREEMENT**

| Provision | Section in Franchise Agreement | Summary |
|---|---|---|
| a. Length of the franchise term | 2.1 | 10 years from the opening of the Franchised Bakery-Café |
| b. Renewal or extension of the term | 2.2 | Two additional terms of 5 years |
| c. Requirements for you to renew or extend | 2.2 | The Franchise Agreement will be renewed for two additional consecutive terms of 5 years each if the following preconditions are met prior to each renewal term: (i) you give us written notice of your election to renew at least 12 months, but not more than 18 months, prior to the end of the Term; (ii) you do not have any past due monetary obligations or other outstanding obligations; (iii) you are not in default of any provision of the Franchise Agreement, or any other related agreements; (iv) you execute a general release; (v) you execute our then-current form of the Franchise Agreement including a personal guarantee; (vi) you pass a comprehensive quality control evaluation conducted by us and comply with the then-current qualification and training requirements; (vii) you make or provide for, in a manner satisfactory to us, such renovation and modernization of the Bakery-Café as we may reasonably require to reflect the then-current standards and image of the System; (viii) you present evidence satisfactory to us that you have the right to remain in possession of the premises for the location of the Bakery-Café for the duration of the renewal term; (ix) you have not committed any act that results in a conviction that would adversely affect our name and goodwill; and (x) you pay us a renewal fee in an amount of 50% of our then-current initial franchise fee. When renewing, you may be asked to sign a Franchise Agreement that contains materially different terms and conditions than its original version. |

| Provision | Section in Franchise Agreement | Summary |
|---|---|---|
| d. Termination by you | None | The Franchise Agreement does not provide for this. But you may seek to terminate on any grounds available to you under applicable law. |
| e. Termination by us without cause | None | We may not terminate the Franchise Agreement without cause. |
| f. Termination by us with cause | 16 | We can terminate only if you commit any one of several listed violations. |
| g. "Cause" defined – curable defaults | 16.2 | You have 24 hours to cure if:<br>a. You refuse us permission to inspect or audit.<br>b. A threat or danger to public health or safety results from your continued operation of the Bakery-Café.<br>c. Any dilution or adulteration of products at the Bakery-Café, or any misrepresentation, substitution, or palming off from the Bakery-Café operated under the Franchise Agreement.<br>d. You fail to comply fully with all laws.<br><br>You have 5 days to cure if:<br>a. You (i) sell, barter, or exchange the TM Products or other proprietary items at wholesale or retail, (ii) fail to purchase all required goods and supplies, including the TM Products, from us, our affiliates, or designated or approved suppliers, or (iii) use unapproved products in the Franchised Bakery-Café.<br>b. You fail to secure an Accepted Location within the required time limits and procedures or fail to open on time.<br>c. You fail to comply with in-term confidentiality and non-competition covenants.<br><br>You have 10 days to cure if:<br>a. You fail to pay any of your debts to us, our affiliates or others.<br>b. You do not obtain restrictive covenants required under the Franchise Agreement.<br>c. You have an uncured default in any other agreement, including a mortgage or lease for the Bakery-Café.<br>d. You default under your lease or lose possession of the Accepted Location.<br><br>You have 30 days to cure if:<br>a. You do not maintain the required financial records.<br>b. You use abusive language when communicating with us, our staff, or customers or portray the System in an |

| Provision | Section in Franchise Agreement | Summary |
|---|---|---|
| | | unflattering light on the Internet or otherwise.<br>c. You breach any other provision of your Franchise Agreement.<br>(subject to applicable state law) |
| h. "Cause" defined – noncurable defaults | 16.1 | On notice to you:<br>a. You violate restrictions on use of Confidential Information, or fail to obtain the required additional covenants.<br>b. You copy or permit anyone else to copy any part of the Manuals.<br>c. You (or any principal of a corporation, partnership, or proprietorship franchisee) are convicted of a felony, fraud, etc.<br>d. You abandon or vacate the Franchised Bakery-Café for 3 or more consecutive days or fail to remain open for business as required.<br>e. After curing a default, you commit the same or similar default again within 12 months.<br>f. You become insolvent, become subject to bankruptcy, make an assignment for creditors, subject to a receiver, have unpaid judgments, subject to attachment proceedings or execution of levy, or un-dismissed foreclosure.<br>g. You or your owners violate, or have any assets blocked under, any laws related to terrorism.<br>h. Your or (your affiliate's) interest in the lease or sublease for the Accepted Location expires or terminates or you otherwise lose possession of the site.<br>i. You fail to meet the opening deadline (or any extended deadline).<br>j. You have an uncured default in any other agreement with us or affiliates which would permit termination under such agreement<br>k. A threat or danger to public health or safety results from your continued operation of the Bakery-Café.<br>l. You misuse or make any unauthorized use of the Proprietary Marks.<br>m. You or your owners violate transfer restrictions.<br>n. Under reporting the Gross Sales by 2% or more or knowingly maintaining false records or books. |
| i. Your obligations on termination/non-renewal | 17 | Pay liquidated damages and outstanding amounts, De-identification; Cancel any name registration containing any Proprietary Marks; Assign the lease/sublease for the premises of the Bakery-Café at our option; Return of Confidential Information, proprietary items and telephone |

| Provision | Section in Franchise Agreement | Summary |
|---|---|---|
| | | numbers (see also below).<br><br>If applicable, termination of the Area Development Agreement will not terminate any of the Franchise Agreements you already signed with us, so long as you are not in default of the subject Franchise Agreements. |
| j. Assignment of contract by us | 15.1 | No restriction on our right to assign. However, no assignment will be made except to an assignee who, in our good faith judgment is willing and able to assume our obligations under the Franchise Agreement. |
| k. "Transfer" by you – definition | 15.2 | Includes transfer of contract of assets or any ownership change. |
| l. Our approval of transfer by you | 15.2 | We have the right to approve all transfers, and you cannot transfer without first obtaining our written approval. |
| m. Conditions for our approval of transfer | 15.3 | All amounts due are paid in full; You are not in default of Franchise Agreement and related agreements; You and transferee execute a general release and agree to the then-current form of the Franchise Agreement, at our option; Transferee/assignee shall not be in the same or Competitive Business as us and must complete our training program; Pay transfer fee; Transferee agree to complete a renovation in the amount and scope as determined by us. |
| n. Our right of first refusal to acquire your business | 15.6 | We can match any offer. |
| o. Our option to purchase your business | 15.6, 17.5, 17.9 | We have the right and option, exercisable within 30 days after receipt of your written transfer request and the required information and documentation related to the offer from a third party, to purchase the seller's interest on the same terms and conditions offered by the third party. Further, upon termination, we have an option to assume the lease or sublease for the Premises. |
| p. Your death or disability | 14 and 29 | Franchise must be assigned to approved buyer within 12 months or transferred to an heir or representative. |
| q. Non-competition covenants during the term of the franchise | 18.1 | Can't divert business, employ or recruit to employ any person employed by us or other System franchisee or operate a Competitive Business within the Minimum Area of Competition, an area which is within a radius of fifteen (15) miles from your Bakery-Café (subject to applicable state law). |

| Provision | Section in Franchise Agreement | Summary |
|---|---|---|
| | | "**Competitive Business**" means any business which sells or offers to sell on-premises prepared or freshly baked pastries and baked goods (which, for clarity, includes preparation and/or baking of frozen and/or par-baked products), which may include any or all of bread, sandwiches, cakes, pastries, croissants and desserts. |
| r. Non-competition covenants after the franchise is terminated or expires | 18.2 | Can't divert business, employ or recruit to employ any person employed by us or other System franchisee or operate a Competitive Business within the Minimum Area of Competition, an area which is within a radius of fifteen (15) miles from your Bakery-Café (subject to applicable state law). |
| s. Modification of the agreement | 25 | No modifications generally, but the Manuals are subject to change. Revisions to the Manuals will not unreasonably affect your obligations, including economic requirements, under the Franchise Agreement. |
| t. Integration/merger clause | 25 | 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. Notwithstanding the foregoing, nothing in the Franchise Agreement 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 | 27.1 | Except for certain claims, all disputes must be arbitrated in California (subject to applicable state law). |
| v. Choice of forum | 27.1 | Arbitration in California (subject to applicable state law). |
| w. Choice of law | 27.2 | California law applies (subject to applicable state law). |
| x. Liquidated damages | 17.12 | You agree to pay us liquidated damages if we terminate you for cause or if you cease to operate the franchise prior to the expiration of the term (subject to applicable state law). |

**AREA DEVELOPMENT AGREEMENT**

| Provision | Section in Area Development Agreement | Summary |
|---|---|---|
| a. Length of the franchise term | VI | Length of the Development Schedule, which can be as short as three years or as long as 20 years. |
| b. Renewal or extension of the term | V | After all Franchised Bakery-Cafés have been developed, we will negotiate in good faith another Area Development Agreement. |
| c. Requirements for you to renew or extend | V | None. |
| d. Termination by you | None | The Agreement does not provide for this. But you may seek to terminate on any grounds available to you at law. |
| e. Termination by us without cause | None | We may not terminate the Area Development Agreement without cause. |
| f. Termination by us with cause | IX | We can terminate if you commit any one of several listed violations, which include failure to meet the development schedule, unauthorized use of the Proprietary Marks, sale of competing products, failure to make required payments, illegal assignments, making of material misrepresentations, failure to obtain approval for a site, breach of any Franchise Agreement if it results in the termination of the Franchise Agreement, any other breach of the agreement or a bankruptcy.<br><br>We can terminate the Area Development Agreement if you default in the performance of any obligation under any Franchise Agreement with us, provided such default results in the termination of the Franchise Agreement. |
| g. "Cause" defined – defaults which can be cured | IX | These are listed in this Section. Except for defaults described in h below, you have 30 days to cure any default under the Area Development Agreement. |
| h. "Cause" defined – noncurable defaults | IX | Any one of several listed violations, which include failure to meet the development schedule, unauthorized use of the Proprietary Marks, sale of competing products, failure to make required payments, illegal assignments, making of material misrepresentations, failure to obtain approval for a site, breach of any Franchise Agreement if it results in the termination of the Franchise Agreement, any other breach of the agreement or a bankruptcy. |

| Provision | Section in Area Development Agreement | Summary |
|---|---|---|
| | | Termination of the Area Development Agreement will not terminate any of the Franchise Agreements you already signed with us, so long as you are not in default of the subject Franchise Agreements. However, termination of a Franchise Agreement will constitute a default under the Area Development. |
| i. Your obligations on termination/non-renewal | X | Stop selecting sites, can't open Bakery-Café. |
| j. Assignment of contract by us | XI | No restriction on our right to assign. However, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Area Development Agreement. |
| k. "Transfer" by you – definition | XI | Includes transfer of any interest in the Area Development Agreement. |
| l. Our approval of transfer by you | XI | We have the right to approve all transfers, our consent not to be unreasonably withheld. |
| m. Conditions for our approval of transfer | 11.9 | Conditions for transfer include not being in default, all debts are paid, the buyer meets our current criteria for new area developers, execution of a general release (subject to state law), payment of 10% transfer fee (10% of Development Fee), buyer personally guarantees all obligations. |
| n. Our right of first refusal to acquire your business | 11.7 | We have the right to match the offer. |
| o. Our option to purchase your business | None | We have the right and option, exercisable within 30 days after receipt of your written transfer request and the required information and documentation related to the offer from a third party, to purchase the seller's interest on the same terms and conditions offered by the third party. |
| p. Your death or disability | 11.10 | Option passes to estate. |
| q. Non-competition covenants during the term of the franchise | 12.1 | Can't divert business or operate a competing business anywhere. |
| r. Non-competition covenants after the franchise is terminated or expires | 12.2 | No competing business for two years and within a 10 mile radius of any Tous Les Jours Bakery-Café (subject to applicable law). |

| Provision | Section in Area Development Agreement | Summary |
|---|---|---|
| s. Modification of the agreement | XVIII | No modifications except by mutual agreement of the parties. Revisions to the Area Development Agreement will not unreasonably affect your obligations, including economic requirements under the Area Development Agreement. Notwithstanding the foregoing, nothing in the Area Development Agreement or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments. |
| t. Integration/merger clause | XVIII | Only the terms of the Area Development Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside the disclosure document and the Area Development Agreement may not be enforceable. |
| u. Dispute resolution by arbitration or mediation | 19.2 | Except for certain claims, all disputes must be arbitrated in California (subject to applicable state law). |
| v. Choice of forum | 19.2 | Arbitration in California (subject to applicable state law). |
| w. Choice of law | XVIII | California (subject to applicable state law). |

## ITEM 18
## PUBLIC FIGURES

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

## ITEM 19
## FINANCIAL PERFORMANCE REPRESENTATIONS

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

This Item 19 presents information about historical sales data for Tous Les Jours Bakery-Cafés in 2023, 2024 and 2025. The information presented is not a forecast of future potential performance.

**"A" Tables – 2023 Eligible Outlets**

The "A" tables below provide "Average Sales" data for the period January 1, 2023 through December 31, 2023 from company or affiliate-owned and franchised Bakery-Cafés that operated for the entire calendar year 2023 and are a Traditional Bakery-Café (collectively, the "**2023 Eligible Outlets**"). As of January 1, 2023, there were two affiliate-owned Bakery-Cafés and 84 franchised Bakery-Cafés in total. Of those Bakery-Café, the 2023 Eligible Outlets include two affiliate-owned Bakery-Cafés and 58 franchised Bakery-Cafés. The Eligible Outlets do not include Bakery-Cafés that: (i) did not report sales in all 52 weeks of the fiscal year ended December 31, 2023, (ii) were not owned by the same owner throughout the year, or (iii) operated as a Non-Traditional Bakery-Café. The financial performance and operations of these excluded Bakery-Cafés can vary significantly from the performance and operation of the Eligible Outlets that are represented in this Item 19.

**"B" Tables – 2024 Eligible Outlets**

The "B" tables below provide "Average Sales" data for the period January 1, 2024 through December 31, 2024 from company or affiliate-owned and franchised Bakery-Cafés that operated for the entire calendar year 2024 and are a Traditional Bakery-Café (collectively, the "**2024 Eligible Outlets**"). As of January 1, 2024, there were two affiliate-owned Bakery-Cafés and 105 franchised Bakery-Cafés in total. Of those Bakery-Cafés, the 2024 Eligible Outlets include two affiliate-owned Bakery-Cafés and 90 franchised Bakery-Cafés. The Eligible Outlets do not include Bakery-Cafés that: (i) did not report sales in all 52 weeks of the fiscal year ended December 31, 2024, (ii) were not owned by the same owner throughout the year, or (iii) operated as a Non-Traditional Bakery-Café. The financial performance and operations of these excluded Bakery-Cafés can vary significantly from the performance and operation of the Eligible Outlets that are represented in this Item 19.

**"C" Tables – 2025 Eligible Outlets**

The "C" tables below provide "Average Sales" data for the period January 1, 2025 through December 31, 2025 from company or affiliate-owned and franchised Bakery-Cafés that operated for the entire calendar year 2025 and are a Traditional Bakery-Café (collectively, the "**2025 Eligible Outlets**"). As of January 1, 2025, there were three affiliate-owned Bakery-Cafés and 146 franchised Bakery-Cafés in total. Of those Bakery-Café, the 2024 Eligible Outlets include three affiliate-owned Bakery-Cafés and 124 franchised Bakery-Cafés. The Eligible Outlets do not include Bakery-Cafés that: (i) did not report sales in all 52 weeks of the fiscal year ended December 31, 2025, (ii) were not owned by the same owner throughout the year, or (iii) operated as a Non-Traditional Bakery-Café. The financial performance and operations of these excluded Bakery-Cafés can vary significantly from the performance and operation of the Eligible Outlets that are represented in this Item 19.

**TABLE 1A:**
**AVERAGE SALES FOR ELIGIBLE OUTLETS**
**FOR JANUARY 1, 2023 THROUGH DECEMBER 31, 2023**

| SUBSET | TOTAL NO. OF OUTLETS | AVERAGE SALES | PERCENTAGE OF OUTLETS AT OR ABOVE AVERAGE | NUMBER OF OUTLETS AT OR ABOVE AVERAGE | MEDIAN | HIGHEST | LOWEST |
|---|---|---|---|---|---|---|---|
| Company Owned Outlets | 2 | $3,421,516 | 50% | 1 | $3,421,516 | $3,841,317 | $3,001,715 |
| Franchised Outlets | 58 | $1,887,649 | 41% | 24 | $1,641,533 | $6,615,098 | $329,286 |
| Total Outlets | 60 | $1,938,778 | 42% | 25 | $1,703,189 | $6,615,098 | $329,286 |

**TABLE 1B:**
**AVERAGE SALES FOR ELIGIBLE OUTLETS**
**FOR JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

| SUBSET | TOTAL NO. OF OUTLETS | AVERAGE SALES | PERCENTAGE OF OUTLETS AT OR ABOVE AVERAGE | NUMBER OF OUTLETS AT OR ABOVE AVERAGE | MEDIAN | HIGHEST | LOWEST |
|---|---|---|---|---|---|---|---|
| Company Owned Outlets | 2 | $3,528,957 | 50% | 1 | $3,528,957 | $3,551,219 | $3,506,695 |
| Franchised Outlets | 90 | $1,944,938 | 40% | 36 | $1,727,344 | $6,565,805 | $361,295 |
| Total Outlets | 92 | $1,979,003 | 40% | 37 | $1,795,132 | $6,565,805 | $361,295 |

**TABLE 1C:**
**AVERAGE SALES FOR ELIGIBLE OUTLETS**
**FOR JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

| SUBSET | TOTAL NO. OF OUTLETS | AVERAGE SALES | PERCENTAGE OF OUTLETS AT OR ABOVE AVERAGE | NUMBER OF OUTLETS AT OR ABOVE AVERAGE | MEDIAN | HIGHEST | LOWEST |
|---|---|---|---|---|---|---|---|
| Company Owned Outlets | 3 | $3,337,855 | 67% | 2 | $3,498,022 | $3,642,171 | $2,873,370 |
| Franchised Outlets | 124 | $1,984,809 | 42% | 52 | $1,792,340 | $6,505,005 | $357,113 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Total Outlets | 127 | $2,016,770 | 42% | 53 | $1,815,186 | $6,505,005 | $357,113 |

**TABLE 2A:**
**AVERAGE SALES FOR ELIGIBLE OUTLETS OPEN BETWEEN 13 AND 24 MONTHS FOR JANUARY 1, 2023 THROUGH DECEMBER 31, 2023**

| SUBSET | TOTAL NO. OF OUTLETS | AVERAGE SALES | PERCENTAGE OF OUTLETS AT OR ABOVE AVERAGE | NUMBER OF OUTLETS AT OR ABOVE AVERAGE | MEDIAN | HIGHEST | LOWEST |
|---|---|---|---|---|---|---|---|
| Company Owned Outlets | - | - | - | - | - | - | - |
| Franchised Outlets | 9 | $1,568,276 | 44% | 4 | $1,503,281 | $3,030,408 | $468,298 |
| Total Outlets | 9 | $1,568,276 | 44% | 4 | $1,503,281 | $3,030,408 | $468,298 |

**TABLE 2B:**
**AVERAGE SALES FOR ELIGIBLE OUTLETS OPEN BETWEEN 13 AND 24 MONTHS FOR JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

| SUBSET | TOTAL NO. OF OUTLETS | AVERAGE SALES | PERCENTAGE OF OUTLETS AT OR ABOVE AVERAGE | NUMBER OF OUTLETS AT OR ABOVE AVERAGE | MEDIAN | HIGHEST | LOWEST |
|---|---|---|---|---|---|---|---|
| Company Owned Outlets | - | - | - | - | - | - | - |
| Franchised Outlets | 13 | $2,197,915 | 31% | 4 | $1,856,472 | $5,805,943 | $750,362 |
| Total Outlets | 13 | $2,197,915 | 31% | 4 | $1,856,472 | $5,805,943 | $750,362 |

**TABLE 2C:**
**AVERAGE SALES FOR ELIGIBLE OUTLETS OPEN BETWEEN 13 AND 24 MONTHS FOR JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

| SUBSET | TOTAL NO. OF OUTLETS | AVERAGE SALES | PERCENTAGE OF OUTLETS AT OR ABOVE AVERAGE | NUMBER OF OUTLETS AT OR ABOVE AVERAGE | MEDIAN | HIGHEST | LOWEST |
|---|---|---|---|---|---|---|---|
| Company Owned Outlets | - | - | - | - | - | - | - |
| Franchised Outlets | 23 | $1,753,959 | 43% | 10 | $1,413,684 | $4,342,906 | $852,018 |
| Total Outlets | 23 | $1,753,959 | 43% | 10 | $1,413,684 | $4,342,906 | $852,018 |

**TABLE 3A:**
**AVERAGE SALES FOR ELIGIBLE OUTLETS OPEN BETWEEN 25 AND 36 MONTHS FOR JANUARY 1, 2023 THROUGH DECEMBER 31, 2023**

| SUBSET | TOTAL NO. OF OUTLETS | AVERAGE SALES | PERCENTAGE OF OUTLETS AT OR ABOVE AVERAGE | NUMBER OF OUTLETS AT OR ABOVE AVERAGE | MEDIAN | HIGHEST | LOWEST |
|---|---|---|---|---|---|---|---|
| Company Owned Outlets | 1 | $3,001,715 | 100% | 1 | $3,001,715 | $3,001,715 | $3,001,715 |
| Franchised Outlets | 5 | $1,327,963 | 40% | 2 | $1,325,780 | $2,204,168 | $774,042 |
| Total Outlets | 6 | $1,606,922 | 33% | 2 | $1,347,503 | $3,001,715 | $774,042 |

**TABLE 3B:**
**AVERAGE SALES FOR ELIGIBLE OUTLETS OPEN BETWEEN 25 AND 36 MONTHS FOR JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

| SUBSET | TOTAL NO. OF OUTLETS | AVERAGE SALES | PERCENTAGE OF OUTLETS AT OR ABOVE AVERAGE | NUMBER OF OUTLETS AT OR ABOVE AVERAGE | MEDIAN | HIGHEST | LOWEST |
|---|---|---|---|---|---|---|---|
| Company Owned Outlets | - | - | - | - | - | - | - |
| Franchised Outlets | 7 | $1,817,011 | 57% | 4 | $2,093,614 | $3,329,144 | $783,140 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Total Outlets | 7 | $1,817,011 | 57% | 4 | $2,093,614 | $3,329,144 | $783,140 |

**TABLE 3C:**
**AVERAGE SALES FOR ELIGIBLE OUTLETS OPEN BETWEEN 25 AND 36 MONTHS FOR JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

| SUBSET | TOTAL NO. OF OUTLETS | AVERAGE SALES | PERCENTAGE OF OUTLETS AT OR ABOVE AVERAGE | NUMBER OF OUTLETS AT OR ABOVE AVERAGE | MEDIAN | HIGHEST | LOWEST |
|---|---|---|---|---|---|---|---|
| Company Owned Outlets | - | - | - | - | - | - | - |
| Franchised Outlets | 12 | $2,290,387 | 25% | 3 | $1,904,313 | $5,695,440 | $765,027 |
| Total Outlets | 12 | $2,290,387 | 25% | 3 | $1,904,313 | $5,695,440 | $765,027 |

**TABLE 4A:**
**AVERAGE SALES FOR ELIGIBLE OUTLETS OPEN MORE THAN 36 MONTHS FOR JANUARY 1, 2023 THROUGH DECEMBER 31, 2023**

| SUBSET | TOTAL NO. OF OUTLETS | AVERAGE SALES | PERCENTAGE OF OUTLETS AT OR ABOVE AVERAGE | NUMBER OF OUTLETS AT OR ABOVE AVERAGE | MEDIAN | HIGHEST | LOWEST |
|---|---|---|---|---|---|---|---|
| Company Owned Outlets | 1 | $3,841,317 | 100% | 1 | $3,841,317 | $3,841,317 | $3,841,317 |
| Franchised Outlets | 44 | $2,016,576 | 39% | 17 | $1,781,946 | $6,615,098 | $329,286 |
| Total Outlets | 45 | $2,057,125 | 40% | 18 | $1,823,836 | $6,615,098 | $329,286 |

**TABLE 4B:**
**AVERAGE SALES FOR ELIGIBLE OUTLETS OPEN MORE THAN 36 MONTHS FOR JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

| SUBSET | TOTAL NO. OF OUTLETS | AVERAGE SALES | PERCENTAGE OF OUTLETS AT OR ABOVE AVERAGE | NUMBER OF OUTLETS AT OR ABOVE AVERAGE | MEDIAN | HIGHEST | LOWEST |
|---|---|---|---|---|---|---|---|
| Company Owned Outlets | 2 | $3,528,957 | 50% | 1 | $3,528,957 | $3,551,219 | $3,506,695 |
| Franchised Outlets | 49 | $1,984,871 | 37% | 18 | $1,727,344 | $6,565,805 | $361,295 |
| Total Outlets | 51 | $2,045,424 | 39% | 20 | $1,795,132 | $6,565,805 | $361,295 |

**TABLE 4C:**
**AVERAGE SALES FOR ELIGIBLE OUTLETS OPEN MORE THAN 36 MONTHS**
**FOR JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

| SUBSET | TOTAL NO. OF OUTLETS | AVERAGE SALES | PERCENTAGE OF OUTLETS AT OR ABOVE AVERAGE | NUMBER OF OUTLETS AT OR ABOVE AVERAGE | MEDIAN | HIGHEST | LOWEST |
|---|---|---|---|---|---|---|---|
| Company Owned Outlets | 2 | $3,570,097 | 50% | 1 | $3,570,097 | $3,642,171 | $3,498,022 |
| Franchised Outlets | 56 | $2,056,167 | 46% | 26 | $1,798,250 | $6,505,005 | $357,113 |
| Total Outlets | 58 | $2,108,372 | 41% | 24 | $1,879,889 | $6,505,005 | $357,113 |

For the purposes of the tables above, "Average Sales" originates from our POS System and includes all revenues generated by a Tous Les Jours Bakery-Café or conducted from or with respect to a Tous Les Jours Bakery-Café, whether the sales are evidenced by cash, check, credit, charge, account, barter or exchange, but does not include discounts, the sale of food or merchandise for which refunds have been made in good faith to customers, the discounted portion of employee meals, sales, meals, use or excise tax imposed by a governmental authority directly on sales and collected from customers, provided that the amount for the tax is added to the selling price or absorbed therein and is actually paid by you to a governmental authority, the sale of equipment used in the operation of the Bakery-Café, or tips.

**Some Bakery-Cafés have sold the amounts shown in the tables. Your individual results may differ. There is no assurance you will sell as much.**

The foregoing data related to sales only; these sales figures do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the sales figures to obtain your net income or profit.

We obtained these historical financial results from the information submitted by our franchisees and affiliate-owned Bakery-Cafés. We have not audited these historical financial results.

Written substantiation of the data used in preparing these sales figures may be made available to you on reasonable request.

Other than in this Item 19, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting the Legal Department, Tous Les Jours International Corp., 6131 Orangethorpe Ave., Suite 501, Buena Park, CA 90620, (323) 480-9100, TLJ.legal@cj.net, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20
## OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1 –**
**System Wide Outlet Summary**
**For years 2023 to 2025**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | 2023 | 84 | 105 | +21 |
| | 2024 | 105 | 146 | +41 |
| | 2025 | 146 | 184 | +38 |
| Company or Affiliate-Owned | 2023 | 2 | 2 | 0 |
| | 2024 | 2 | 3 | 1 |
| | 2025 | 3 | 5 | +2 |
| Total Outlets | 2023 | 86 | 107 | +21 |
| | 2024 | 107 | 149 | +42 |
| | 2025 | 149 | 189 | +40 |

**Table No. 2 –**
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**
**For years 2023 to 2025**

| State | Year | Number of Transfers |
|---|---|---|
| Colorado | 2023 | 2 |

| | | |
|---|---|---|
| | 2024 | 1 |
| | 2025 | 0 |
| Pennsylvania | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 1 |
| Texas | 2023 | 0 |
| | 2024 | 1 |
| | 2025 | 1 |
| Utah | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 1 |
| Total | 2023 | 2 |
| | 2024 | 2 |
| | 2025 | 3 |

**Table No. 3 –**
**Status of Franchised Outlets**
**For years 2023 to 2025**

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations-Other Reasons | Outlets at the end of the Year |
|---|---|---|---|---|---|---|---|---|
| Alabama | 2023 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Arizona | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| California | 2023 | 18 | 2 | 2 | 0 | 0 | 0 | 18 |
| | 2024 | 18 | 4 | 1 | 0 | 0 | 0 | 21 |
| | 2025 | 21 | 5 | 0 | 0 | 0 | 0 | 26 |
| Colorado | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Connecticut | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| D.C | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Florida | 2023 | 2 | 2 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 1 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 1 | 1 | 0 | 0 | 0 | 5 |
| Georgia | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 1 | 0 | 0 | 0 | 0 | 5 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | **2025** | **5** | **3** | **0** | **0** | **0** | **0** | **8** |
| **Hawaii** | **2023** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | **2024** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | **2025** | **0** | **1** | **0** | **0** | **0** | **0** | **1** |
| **Illinois** | **2023** | **6** | **0** | **0** | **0** | **0** | **0** | **6** |
| | **2024** | **6** | **3** | **0** | **0** | **0** | **0** | **9** |
| | **2025** | **9** | **0** | **0** | **0** | **0** | **0** | **9** |
| **Iowa** | **2023** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | **2024** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | **2025** | **0** | **1** | **0** | **0** | **0** | **0** | **1** |
| **Indiana** | **2023** | **1** | **0** | **0** | **0** | **0** | **0** | **1** |
| | **2024** | **1** | **1** | **0** | **0** | **0** | **0** | **2** |
| | **2025** | **2** | **1** | **0** | **0** | **0** | **0** | **3** |
| **Kansas** | **2023** | **2** | **0** | **0** | **0** | **0** | **0** | **2** |
| | **2024** | **2** | **0** | **0** | **0** | **0** | **0** | **2** |
| | **2025** | **2** | **0** | **0** | **0** | **0** | **0** | **2** |
| **Maryland** | **2023** | **1** | **1** | **0** | **0** | **0** | **0** | **2** |
| | **2024** | **2** | **3** | **0** | **0** | **0** | **0** | **5** |
| | **2025** | **5** | **5** | **0** | **0** | **0** | **0** | **10** |
| **Massachusetts** | **2023** | **5** | **1** | **0** | **0** | **0** | **0** | **6** |
| | **2024** | **6** | **1** | **0** | **0** | **0** | **0** | **7** |
| | **2025** | **7** | **0** | **0** | **0** | **0** | **0** | **7** |
| **Michigan** | **2023** | **1** | **1** | **0** | **0** | **0** | **0** | **2** |
| | **2024** | **2** | **1** | **0** | **0** | **0** | **0** | **3** |
| | **2025** | **3** | **0** | **0** | **0** | **0** | **0** | **3** |
| **Minnesota** | **2023** | **0** | **1** | **0** | **0** | **0** | **0** | **1** |
| | **2024** | **1** | **1** | **0** | **0** | **0** | **0** | **2** |
| | **2025** | **2** | **3** | **0** | **0** | **0** | **0** | **5** |
| **Missouri** | **2023** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | **2024** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | **2025** | **0** | **2** | **0** | **0** | **0** | **0** | **2** |
| **Nebraska** | **2023** | **1** | **0** | **0** | **0** | **0** | **0** | **1** |
| | **2024** | **1** | **1** | **0** | **0** | **0** | **0** | **2** |
| | **2025** | **2** | **0** | **0** | **0** | **0** | **0** | **2** |
| **Nevada** | **2023** | **1** | **1** | **0** | **0** | **0** | **0** | **2** |
| | **2024** | **2** | **1** | **0** | **0** | **0** | **0** | **3** |
| | **2025** | **3** | **0** | **0** | **0** | **0** | **0** | **3** |
| **New Jersey** | **2023** | **6** | **2** | **0** | **0** | **0** | **0** | **8** |
| | **2024** | **8** | **3** | **0** | **0** | **0** | **0** | **11** |
| | **2025** | **11** | **0** | **0** | **0** | **0** | **0** | **11** |
| **New York** | **2023** | **7** | **4** | **0** | **0** | **0** | **0** | **11** |
| | **2024** | **11** | **5** | **0** | **0** | **0** | **0** | **16** |
| | **2025** | **16** | **3** | **1** | **0** | **0** | **0** | **18** |
| **North Carolina** | **2023** | **2** | **2** | **0** | **0** | **0** | **0** | **4** |
| | **2024** | **4** | **0** | **0** | **0** | **0** | **0** | **4** |
| | **2025** | **4** | **3** | **0** | **0** | **0** | **0** | **7** |
| **Ohio** | **2023** | **1** | **0** | **0** | **0** | **0** | **0** | **1** |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | **2024** | **1** | **3** | **0** | **0** | **0** | **0** | **4** |
| | **2025** | **4** | **2** | **0** | **0** | **0** | **0** | **6** |
| **Oregon** | **2023** | **3** | **0** | **0** | **0** | **0** | **0** | **3** |
| | **2024** | **3** | **1** | **0** | **0** | **0** | **0** | **4** |
| | **2025** | **4** | **0** | **0** | **0** | **0** | **0** | **4** |
| **Oklahoma** | **2023** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | **2024** | **0** | **1** | **0** | **0** | **0** | **0** | **1** |
| | **2025** | **1** | **0** | **0** | **0** | **0** | **0** | **1** |
| **Pennsylvania** | **2023** | **1** | **2** | **0** | **0** | **0** | **0** | **3** |
| | **2024** | **3** | **3** | **0** | **0** | **0** | **0** | **6** |
| | **2025** | **6** | **4** | **0** | **0** | **0** | **0** | **10** |
| **Texas** | **2023** | **9** | **1** | **0** | **0** | **0** | **0** | **10** |
| | **2024** | **10** | **0** | **0** | **0** | **0** | **0** | **10** |
| | **2025** | **10** | **1** | **0** | **0** | **0** | **0** | **11** |
| **Tennessee** | **2023** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | **2024** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | **2025** | **0** | **1** | **0** | **0** | **0** | **0** | **1** |
| **Utah** | **2023** | **1** | **0** | **0** | **0** | **0** | **0** | **1** |
| | **2024** | **1** | **1** | **0** | **0** | **0** | **0** | **2** |
| | **2025** | **2** | **1** | **0** | **0** | **0** | **0** | **3** |
| **Virginia** | **2023** | **3** | **1** | **0** | **0** | **0** | **0** | **4** |
| | **2024** | **4** | **6** | **0** | **0** | **0** | **0** | **10** |
| | **2025** | **10** | **3** | **0** | **0** | **0** | **1** | **12** |
| **Washington** | **2023** | **4** | **1** | **0** | **0** | **0** | **0** | **5** |
| | **2024** | **5** | **0** | **0** | **0** | **0** | **0** | **5** |
| | **2025** | **5** | **1** | **0** | **0** | **0** | **0** | **6** |
| **Total** | **2023** | **84** | **23** | **2** | **0** | **0** | **0** | **105** |
| | **2024** | **105** | **42** | **1** | **0** | **0** | **0** | **146** |
| | **2025** | **146** | **41** | **2** | **0** | **0** | **1** | **184** |

**Table No. 4 –**
**Status of Company or Affiliate-Owned Outlets**
**For years 2023 to 2025**

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at the end of the Year |
|---|---|---|---|---|---|---|---|
| **CA** | **2023** | **1** | **0** | **0** | **0** | **0** | **1** |
| | **2024** | **1** | **1** | **0** | **0** | **0** | **2** |
| | **2025** | **2** | **1** | **0** | **0** | **0** | **3** |
| **NY** | **2023** | **1** | **0** | **0** | **0** | **0** | **1** |
| | **2024** | **1** | **0** | **0** | **0** | **0** | **1** |
| | **2025** | **1** | **1** | **0** | **0** | **0** | **2** |
| **Total** | **2023** | **2** | **0** | **0** | **0** | **0** | **2** |
| | **2024** | **2** | **1** | **0** | **0** | **0** | **3** |
| | **2025** | **3** | **2** | **0** | **0** | **0** | **5** |

**Table No. 5 –**
**Projected Openings as of Dec. 31, 2025**

| State | Franchise | Projected New | Projected New |
|---|---|---|---|
| **Alabama** | **1** | **0** | **0** |
| **Arkansas** | **4** | **1** | **0** |
| **Arizona** | **4** | **1** | **0** |
| **California** | **35** | **20** | **2** |
| **Colorado** | **0** | **0** | **0** |
| **Connecticut** | **3** | **1** | **0** |
| **DC** | **9** | **1** | **0** |
| **Florida** | **8** | **1** | **0** |
| **Georgia** | **6** | **2** | **1** |
| **Hawaii** | **2** | **0** | **0** |
| **Illinois** | **8** | **4** | **0** |
| **Iowa** | **2** | **0** | **0** |
| **Indiana** | **3** | **2** | **0** |
| **Kansas** | **1** | **0** | **0** |

If you buy a Tous Les Jours Bakery-Café, your contact information may be disclosed to other buyers when you leave the franchise system. Exhibit F shows the name, address, and telephone number of the Tous Les Jours franchisees as of December 31, 2025. Exhibit G shows the name, last-known business or home city and state and business or home telephone number of each franchisee whose franchise was terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with the franchisor within 10 weeks of the disclosure document issuance date. As a standard practice, we require all franchisees to sign a confidentiality agreement when we enter into a Franchise Agreement. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Tous Les Jours Bakery-Café franchise. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you. To the extent that we are aware, there is currently no trademark-specific franchisee organization associated with the Tous Les Jours franchise system.

## ITEM 21
## FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit H are our and our parent CJ Foodville USA's audited financial statements as of December 31, 2023, December 31, 2024 and December 31, 2025. Our fiscal year end is December 31st.

## ITEM 22
## CONTRACTS

This Disclosure Document includes a sample of the following documents:

Franchise Agreement – Exhibit C-1
Supply Agreement – Exhibit C-2
Area Development Agreement – Exhibit D

## ITEM 23
## RECEIPT

The last two pages of this Disclosure Document are an acknowledgement of your Receipt of this Disclosure Document form which you must date, sign, and return to us immediately upon your receipt of this Disclosure Document. Please return one copy to us and retain the other for your records.

# EXHIBIT A

## STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Department of Financial Protection and Innovation
651 Bannon Street, Suite 300
Sacramento, CA 95811
Toll Free No.: (866) 275-2677

Agent: Commissioner of Financial Protection and Innovation

CONNECTICUT

The Banking Commissioner
The Department of Banking
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-829

Agent: The Banking Commissioner
The Department of Banking
Securities and Business Investment Division

HAWAII

Department of Commerce and Consumer Affairs
Business Registration Division
Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2744

Agent: Commissioner of Securities
Hawaii Department of Commerce and Consumer Affairs
335 Merchant St, Room 203
Honolulu, Hawaii 96813

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Agent: Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 373-7177

Agent: Michigan Department of Commerce
Corporations and Securities Bureau

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

Agent: Minnesota Commissioner of Commerce

ILLINOIS

Franchise Bureau
Office of Attorney General
500 South Second Street
Springfield, Illinois 62701
(217) 782-4465

Agent: Illinois Attorney General

INDIANA

Franchise Section
Indiana Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

Agent: Indiana Secretary of State
Indiana Securities Division
201 State House
Indianapolis, IN 46204

NEW YORK

Administrator:
New York State Department of Law
Investor Protection Bureau
28 Liberty St. 21st Fl
New York, NY 10005
(212) 416-8222

Agent: Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA

Office of Securities Commissioner
600 East Boulevard Ave. Dept 401
Bismarck, North Dakota 58505
(701) 328-2910

Agent: North Dakota Securities Commissioner

NEBRASKA

Nebraska Department of
Banking and Finance
1200 N Street
P.O. Box 95006
Lincoln, Nebraska 68509-5006

SOUTH DAKOTA

Division of Securities
c/o 118 West Capitol
Pierre, South Dakota 57501
(605) 773-4013

Agent: Director of South Dakota Division
Securities

TEXAS

Secretary of State
P.O. Box 12887
Austin, Texas 78711

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

Agent: Clerk of the State Corporation
Commission

OREGON

Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

Agent: Director of Oregon Department of Insurance and Finance

WASHINGTON

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, WA 98504-1200
(360) 902-8760

Agent: Securities Administrator, Director of Department of Financial Institutions
150 Israel Road
Tumwater, WA 98501
(360) 902-8760

RHODE ISLAND

Division of Securities
233 Richmond Street Suite 232
Providence, Rhode Island 02903
(401) 222-3048

Agent: Director of Rhode Island Department of Business Regulation

WISCONSIN

Securities and Franchise Registration
Wisconsin Securities Commission
P.O. Box 1768
Madison, Wisconsin 53703
(608) 266-8559

Agent: Wisconsin Commissioner of Securities

# EXHIBIT B

## STATE SPECIFIC ADDENDUM

## CALIFORNIA

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

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

The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, California Corporations Code Section 31000 et seq., and the California Franchise Relations Act, California Business and Professions Code Section 20000 et seq. To the extent that this Disclosure Document and/or Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

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

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)

The Franchise Agreement contains a covenant not to compete that continues after the termination of the franchise. This provision may not be enforceable under California law.

Under both the California Franchise Relations Act and the Franchise Investment Law, a provision in a Franchise Agreement that requires you to waive your rights under either or both of these laws is void. Any release of claims that the franchisor asks you to sign will specifically exclude claims under these franchise laws.

Section 31125 of the California Corporations Code requires the franchisor to give the franchisee a special disclosure document before soliciting a proposed material modification of an existing franchise.

Neither the franchisor, nor any person or franchise broker in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

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

The Franchise Agreement requires binding arbitration. The arbitration will occur in Orange County, California, and the arbitrators have the discretion to assess the costs of arbitration, including reasonable arbitrators' and attorneys' fees in proportions as the arbitrators may determine. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

You must sign a general release of claims if you renew or transfer your franchise. California

Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates (also known as a no-poach/non-solicitation provision) that is disclosed in Item 17, rows q and r and in Article XIV of the Franchise Agreement.

The Franchise Agreement contains a provision requiring you to agree to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code section 31512, this provision is not enforceable in California for any claims you may have under the California Franchise Investment Law.

Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

The Franchise Agreement contains a provision limiting the statute of limitations to one year. Under California Corporations Code section 31512, this provision is not enforceable in California as California Corporations Code section 31303 provides for a four-year statute of limitations and section 31304 provides for a two-year statute of limitations.

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

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

Our website address is www.tljus.com. Our website has not been reviewed or approved by the California Department of Financial Protection & Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

## HAWAII

The Disclosure Document is amended as follows:

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

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

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

4. 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 (1) WAIVING ANY CLAIMS UNDER ANY APPLICABLE 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 OR ANY DOCUMENT EXECUTED IN CONNECTIONS WITH THE FRANCHISE.

## ILLINOIS

## ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), the Franchise Disclosure Document is amended as follows:

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

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the franchise agreement which designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

3. 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.

4. Your right upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

By reading this Franchise Disclosure Document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor or its affiliates.

**ILLINOIS**

**ADDENDUM TO FRANCHISE AGREEMENT**

The Franchise Agreement (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Addendum"):

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

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the franchise agreement which designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

3. 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.

4. Your right upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

| FRANCHISEE | FRANCHISOR |
| --- | --- |
| By:_____ | By:_____ |

**ILLINOIS**

**ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

The Area Development Agreement (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Addendum"):

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

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the area development agreement that designates jurisdiction or venue outside of the State of Illinois is void. However, an area development agreement may provide for arbitration outside of Illinois.

3. 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.

4. Your right upon termination and non-renewal of the Area Development Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

| FRANCHISEE | FRANCHISOR |
| --- | --- |
| By:_____ | By:_____ |

## MARYLAND

## ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This will serve as the State Addendum for the State of Maryland for Franchisor's Franchise Disclosure Document.

1. Item 5 of the Disclosure Document is amended to include the following:

> "Based upon 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.
>
> In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens."

2. Item 17 of the Disclosure Document is amended to state that the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Item 17 of the Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Item 17 of the Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. Item 17 of the Disclosure Document is amended to state that the provisions in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

6. The appropriate sections of the Franchise Agreement and Development Agreement are amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. The appropriate sections of the Franchise Agreement and Development Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the rights.

8. The appropriate sections of the Franchise Agreement and Development Agreement are amended to state that the general release required as a condition of renewal, sale and/or assignment/ transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

9. The Franchise Agreement, Development Agreement and Franchisee Disclosure Acknowledgment Statement are amended to include the following statement:

> "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."

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 in connection with the franchise.

**MARYLAND**

**ADDENDUM TO FRANCHISE AGREEMENT**

The Franchise Agreement dated _____, 20__ (the "Agreement" or "Franchise Agreement") between Franchisor and Franchisee shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Addendum"):

1. The appropriate sections of the Agreement are amended to state that the general release required as a condition of renewal, sale and/or assignment/ transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

3. The provisions in the Agreement which provides for termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

4. The appropriate sections of the Agreement are amended to permit Franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The appropriate sections of the Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

6. The Agreement is amended to include the following statement:

   "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."

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

8. Based on the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees, including the Initial Franchise Fee (Section 5.1 of the Agreement) and other fees and payments owed by Franchisee, shall be deferred until Franchisor completes its pre-opening obligations under the Agreement.

| FRANCHISEE | FRANCHISOR |
|---|---|
| By:_____ | By:_____ |

**MARYLAND**

**ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

The Area Development Agreement dated _____, 20__ (the "Agreement" or "Development Agreement") between Franchisor and Area Developer shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Addendum"):

1. The appropriate sections of the Agreement are amended to state that the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

3. The provisions in the Agreement which provides for termination upon bankruptcy of the Area Developer may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

4. The appropriate sections of the Agreement are amended to permit Area Developer to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The appropriate sections of the Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the rights.

6. The Agreement is amended to include the following statement:

   "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."

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

8. Based on the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, the Agreement is amended as follows:

   All development fees and initial payments by Area Developer, including the Development Fee (Section II of the Agreement), the Initial Franchise Fee under Area Developer's first Franchise Agreement, and other fees and payments owed by Area Developer to Franchisor and its affiliates for goods and services before Area Developer's first Bakery-Café opens for business, shall be deferred until Franchisor completes its pre-opening obligations under the Agreement and the first franchise under the Agreement opens.

FRANCHISEE FRANCHISOR

By:_____ By:_____

## MINNESOTA

## ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions will supersede and apply:

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

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

1. The following is added to Item 6 of the Disclosure Document in Minnesota:

Minnesota law prohibits franchisor from requiring a franchisee to consent to liquidated damages or termination penalties, pursuant to Minn. Stat. § 80C.21 and Minnesota Rules 2860.4400(J). As such, the following fees under Item 6 are unenforceable under Minnesota law: Violation of Non-Competition Covenant and Liquidated Damages.

2. The following is added to Item 13 of the Disclosure Document in Minnesota:

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

3. The following is added to Item 17 of the Disclosure Document in Minnesota:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 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 (i) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (ii) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statute, Section 80C.14 Subd. 3-5, which require (except in certain specified cases) (i) 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 (ii) that consent to the transfer of the franchise will not be unreasonably withheld.

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

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

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.

The franchisor will comply with Minnesota Statutes, Section 80C.17, Subd. 5 regarding limitation of claims. Minnesota Statutes, Section 80C.17, Subd. 5 states as follows: "No action may be commenced pursuant to this section more than three years after the cause of action accrues."

4. Minnesota Rule 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

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

**MINNESOTA**

**ADDENDUM TO FRANCHISE AGREEMENT**

The Franchise Agreement (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Addendum"):

1. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document, the Agreement or other agreement(s) can abrogate or reduce (i) any of Franchisee's rights as provided for in Minnesota Statute Section 80C or (ii) 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, Franchiser will comply with Minnesota Statute Section 80C.14 Subd. 3-5, which require, except in certain specified cases, (i) that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement and (ii) that consent to the transfer of the franchise will not be unreasonably withheld.

3. Notwithstanding anything to the contrary set forth in the Agreement, Franchiser will protect Franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify Franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name pursuant to Minnesota Statute Section 80C.12 Subd. 1(g).

4. Franchisor will comply with Minnesota Rules 2860.4400(D) which prohibits Franchisor from requiring Franchisee to assent to a general release.

5. Franchisor cannot require Franchisee to consent to Franchisor obtaining injunctive relief, although Franchisor may seek. See Minnesota Rule 2860.4400(J). A court will determine if a bond is required.

6. Franchisor will comply with Minnesota Statutes, Section 80C.17, Subd. 5 regarding limitation of claims.

7. Minn. Stat. § 80C.21 and Minnesota Rules 2860.4400(J) prohibit Franchisor from requiring a franchisee to consent to liquidated damages or termination penalties.

8. Minnesota Rule 2860.4400(G) prohibits Franchisor from imposing on Franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

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

[signature page to follow]

| | |
|---|---|
| FRANCHISEE | FRANCHISOR |
| By:_____ | By:_____ |

## NEW YORK

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 SERVICES OR 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 THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT**.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

> A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
>
> B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
>
> C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
>
> D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

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

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

7. Receipts – Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

## NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Disclosure Document and the Franchise Agreement are amended as follows to conform to North Dakota law:

1. A contractual requirement that you sign a general release will not apply to claims you may have under the North Dakota Franchise Investment Law.

2. Covenants not to compete such as those contained in the Franchise Agreement are generally considered unenforceable in the State of North Dakota.

3. The Franchise Agreement contains provisions that may be interpreted as liquidated damages clauses. Under the North Dakota Franchise Investment Law, certain liquidated damages clauses are unenforceable.

4. The Franchise Agreement requires you to waive your right to collect exemplary or punitive damages. This provision may not be enforceable under North Dakota law.

5. The Franchise Agreement requires that you consent to the jurisdiction of a court in California. This provision may not be enforceable under North Dakota Law because North Dakota Law precludes you from consenting to jurisdiction of any court outside of North Dakota.

6. The Franchise Agreement requires that you consent to the arbitration of disputes in California. This provision may not be enforceable under North Dakota Law because North Dakota Law precludes you from consenting to situs of arbitration proceedings that is remote from the site of the franchisee's business.

7. The provisions of the Franchise Agreement on governing law, jurisdiction, and choice of law will not be a waiver of any right conferred on you by the North Dakota Franchise Investment Law.

8. The Franchise Agreement is modified to state that the statute of limitations under North Dakota Law will apply.

9. The Franchise Agreement is modified to delete a waiver of jury trial provision.

10. The Franchise Agreement requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the Franchise Agreement. This provision may not be enforceable under North Dakota law. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

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

## RHODE ISLAND

The Rhode Island Securities Division requires the following specific disclosures to be made to prospective Rhode Island franchisees:

In spite of the provisions of Item 17v and Item 17w of the Disclosure Document, any litigation or arbitration arising under the Franchise Agreement will take place in Rhode Island or other place mutually agreed to by the franchisee and franchisor.

To the extent required by § 19-28.1-14 of the Rhode Island Franchise Investment Act, the Franchise Agreement will be governed by the laws of the State of Rhode Island.

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

## SOUTH DAKOTA

The Franchise Agreement includes a covenant not to compete after termination of the franchise. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota, except in certain instances provided by law. The Franchise Agreement provides for arbitration in a state other than South Dakota. Under South Dakota law, arbitration must be conducted at a mutually agreed upon site in accordance with §11 of the Commercial Arbitration Rules of the American Arbitration Association.

The Franchise Agreement designates the law of a state other than South Dakota as the governing law, except that trademark issues are to be under the Lanham Act. Franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota, but contractual and all other matters will be subject to application, construction, enforcement and interpretation under the governing law specified by the Franchise Agreement.

Under South Dakota law, any provision in a Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue outside South Dakota is void with respect to any cause of action which is governed by the law of South Dakota.

Under South Dakota law, termination provisions covering breach of the Franchise Agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Disclosure Document and Franchise Agreement must afford a franchisee thirty (30) days written notice with an opportunity to cur the default prior to termination. Under SDL 37-5A-86, any condition, stipulation or provision purporting to waive compliance with any provision of this chapter, or any rule or order is void.

An acknowledgment, provision, disclaimer or integration clause or a provision having a similar effect in a Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate the South Dakota franchise law or a rule or order under the South Dakota franchise law.

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

## VIRGINIA

## ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Franchisor's use in the Commonwealth of Virginia shall be amended as follows:

1. 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 the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable.

2. Pursuant to 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 him under the franchise, that provision may not be enforceable.

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

**VIRGINIA**

**ADDENDUM TO FRANCHISE AGREEMENT**

The Franchise Agreement between Tous Les Jours International Corp. ("Franchisor") and _____ ("Franchisee"), dated _____, 20__ (the "Agreement" or "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Addendum"):

1. 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 the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable. All references in the Franchise Agreement which provide that the Franchise Agreement may be terminated for any reason are in violation of Section 13.1-564 of the Virginia Retail Franchising Act and are unenforceable.

2. Pursuant to 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 him under the franchise, that provision may not be enforceable.

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

| FRANCHISEE | FRANCHISOR |
| --- | --- |
| By:_____ | By:_____ |

**VIRGINIA**

**ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

The Franchise Agreement between Tous Les Jours International Corp. ("Franchisor") and _____ ("Franchisee"), dated _____, 20__ (the "Agreement" or "Area Development Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Addendum"):

1. 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 the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable. All references in the Area Development Agreement which provide that the Area Development Agreement may be terminated for any reason are in violation of Section 13.1-564 of the Virginia Retail Franchising Act and are unenforceable.

2. Pursuant to 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 Area Development Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

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

| FRANCHISEE | FRANCHISOR |
|---|---|
| By:_____ | By:_____ |

## WASHINGTON

## ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND ALL RELATED AGREEMENTS

The provisions of this Addendum ("Addendum") form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the Franchise Agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

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

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

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

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

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

6. **Transfer Fees**. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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

8. **Certain Buy-Back Provisions**. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the

franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

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

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

11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

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

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

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

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

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

17. **Prohibitions on Communicating with Regulators**. Any provision in the Franchise Agreement or related agreements that prohibits the franchisee from communicating with or complaining to

regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

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

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

| FRANCHISEE | FRANCHISOR |
| --- | --- |
| By:_____ | By:_____ |

**EXHIBIT C-1**

# TOUS LES JOURS INTERNATIONAL CORP.
# FRANCHISE AGREEMENT

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# FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "**Agreement**") is made and entered into on _____, 20__ (the "**Effective Date**") by and between Tous Les Jours International Corp., a California Corporation with its principal place of business at 6131 Orangethorpe Ave., Suite 501, Buena Park, CA 90620 ("**Franchisor**"), and _____, a _____, with its principal place of business at _____ ("**Franchisee**"). The term "Franchisee" shall include all persons who succeed to the interest of the original Franchisee by transfer or operation of law, and shall be deemed to include not only the individual or entity defined as "Franchisee" in the introductory paragraph of this Agreement, but shall also include partners of the entity that execute this Agreement in the event the entity is a partnership, and all shareholders, officers and directors of the entity that execute this Agreement in the event the entity is a corporation. By their signatures to this Agreement, all partners, shareholders, officers and directors of the entity that signs this Agreement as Franchisee acknowledge and accept, jointly and severally, the duties and obligations imposed upon each of them, individually, by the terms of this Agreement. The singular usage includes the plural, and the neutral and masculine usages include the other and the feminine.

RECITALS:

A. Franchisor and its affiliates, as the result of the expenditure of time, skill, effort and money, have developed a distinctive system (the "**System**") relating to the establishment and operation of Tous Les Jours Bakery-Cafés (each a "**Tous Les Jours Bakery-Café**") that specialize in bakery and pastry goods, sandwich items, coffee, and other beverage products and operate under the Proprietary Marks (defined below).

B. Tous Les Jours Bakery-Cafés are engaged in the sale of Franchisor's selection of food and drink items (the "**Products**") prepared based on (i) Franchisor's proprietary recipes and/or using products, items, foods, ingredients, mixes, doughs, frozen doughs, coffee beans, flavorings, seasonings, and/or beverages developed by or for Franchisor and/or unique to the System ("**TM Products**") and (ii) certain other specified products, items, foods, ingredients, and/or beverages designated by Franchisor (the "**Specified Products**").

C. The distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color schemes, distinctive signage, fixtures, smallwares, furniture, furnishings, and equipment including, computer, information and point-of-sale ("**POS**") systems (collectively, "**Operating Assets**"); standards and specifications for Franchisor's selection of Products to be offered and sold at Tous Les Jours Bakery-Cafés, created using Franchisor's proprietary recipes and the TM Products and/or the Specified Products; Franchisor's distinctive packaging, cups, paper goods and other product services items for the preparation and service of the Products which bear any of the Proprietary Marks ("**Branded Products**"); uniform standards, specifications and procedures for operations; procedures for inventory and management control; training and assistance; and marketing and promotional programs and materials; Franchisor's selection of, and relationships with, suppliers, service providers, manufacturers, and/or distributors that Franchisor has expressly designated or approved; training programs; software, apps, and technology systems; all of which may be changed, improved and further developed by Franchisor from time to time.

D. The System and Tous Les Jours Bakery-Cafés are identified by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin as are now designated and may be designated in the future by Franchisor in writing for use in connection with the System including the marks "Tous Les Jours," "TLJ" and other marks (the "**Proprietary Marks**" or the "**Marks**").

E. Franchisee desires to enter into the business of operating a Tous Les Jours Bakery-Café under the System and using the Proprietary Marks, and wishes to enter into this Agreement with Franchisor for that purpose, and to receive the training and other assistance provided by Franchisor in connection therewith.

F. Franchisee understands and acknowledges the importance of the high standards of Franchisor for quality, cleanliness, appearance, and service and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, the parties agree as follows:

## 1. GRANT

1.1 Franchisor grants to Franchisee the right, and Franchisee hereby undertakes the obligation, upon the terms and conditions set forth in this Agreement: (a) to establish and operate a Tous Les Jours Bakery-Café that offers products designated by Franchisor (the "**Bakery-Café**" or the "**Franchised Bakery-Café**"), (b) to establish and operate the Bakery-Café in compliance with all mandatory specification, standards, operating procedures, and rules (collectively, "**System Standards**" or "**Standards**"), as set forth herein, Franchisor's confidential operations manual (the "**Confidential Operations Manual**"), other manuals, memoranda, materials, directives, policies or other written communications (collectively, the "**Manuals**") as may be promulgated by Franchisor from time to time that Franchisor periodically prescribes for Tous Les Jours Bakery-Cafés, and (c) to use the Proprietary Marks and the System solely in connection with operating the Franchised Bakery-Café.

1.2 Franchisee shall operate the Franchised Bakery-Café only at the authorized location (the "**Accepted Location**") specified in Exhibit A. If, at the time of signing this Agreement, a location for the Franchised Bakery-Café has not been approved by Franchisor as the Accepted Location, Franchisee shall look for proposed locations for the Franchised Bakery-Café in the "**Site Selection Area**" specified by Franchisor in Exhibit A and obtain Franchisor's approval for an Accepted Location for the Franchised Bakery-Café, which shall comply with Franchisor's standards, requirements and site selection criteria. In connection with obtaining Franchisor's approval for the Accepted Location, Franchisee must provide to Franchisor any information Franchisor requests in considering the proposed location as the Accepted Location. Franchisor will approve a location that meets Franchisor's standards, requirements, and criteria for an Accepted Location. Once Franchisor has approved a location proposed by Franchisee, Franchisee and Franchisor shall execute the Accepted Location Addendum attached to this Agreement as Exhibit B, documenting the Accepted Location and specifying the Territory (defined below) designated by Franchisor. Article 5 of this Agreement specifies the time frames in which Franchisee must (i) obtain Franchisor's authorization for the Accepted Location, (ii) commence construction of the Franchised Bakery-Café, (iii) complete construction and/or remodeling of the Franchised Bakery-Café, and (iv) open the Franchised Bakery-Café.

1.3 Franchisee shall not relocate the Franchised Bakery-Café from the Accepted Location's premises (the "**Premises**") without the prior written authorization of Franchisor, and shall be subject to the terms of Section 7.23 below. Any authorizations furnished by Franchisor pursuant to Section 1.2 or assistance in selecting a location, shall be at the sole discretion of Franchisor, and are not, and shall not be, a guarantee or assurance by Franchisor that the Franchised Bakery-Café shall be profitable or successful.

1.4 Franchisor grants to Franchisee the right, but not the obligation, to engage in off Premises special events where the products will be served, including specialty parties, festivals and business events ("**Special Events**"), provided that (i) Special Events must be approved by Franchisor and shall not be

conducted outside the Territory, and (ii) Special Events activities are conducted in accordance with the terms and conditions stated in this Agreement, the Manuals, and any other terms and conditions placed on Franchisor's approval.

1.5 Except as otherwise provided in this Agreement, during the Term (defined below), Franchisor shall not establish or operate, nor franchise or license any other person to establish or operate, a Tous Les Jours Bakery-Café selling the Products under the System at a location within the territory (the "**Territory**") specified in Exhibit A, without first offering to Franchisee a first right of refusal in the proposed location within the Territory. Franchisee shall have seven days from its notice of the proposed location to accept or reject the proposed location. If Franchisee rejects the proposed location, or if Franchisee fails to notify Franchisor of its acceptance or rejection within the seven days, Franchisee shall be deemed to have rejected the location and Franchisor shall have the right to open a company or affiliate-owned Bakery-Café or offer the proposed location to another new or existing franchisee even though it will be located within the Territory. Franchisor retains the rights, among others, on any terms and conditions Franchisor deems advisable, and without granting Franchisee any rights therein:

1.5.1 To own, acquire, establish and/or operate, and franchise and/or license others to establish and operate, Tous Les Jours Bakery-Cafés selling the Products at any location outside the Territory;

1.5.2 To own, acquire, establish and/or operate, and franchise and/or license others to operate, businesses under other proprietary marks and other systems, whether such businesses are similar (including offering products that are the same or similar to those offered from the Franchised Bakery-Café) or different from the Franchised Bakery-Café, at any location within or outside the Territory;

1.5.3 To own, acquire, establish and/or operate, and franchise and/or license others to establish and operate, Tous Les Jours Bakery-Cafés under the Proprietary Marks at limited purpose, limited access and captive audience facilities, and other types of institutional accounts (which shall include, without limitation, airports and other public transportation facilities, parks, stadiums, business and industrial and military complexes, theaters, amusement centers, museums, educational facilities, hospitals and other health care facilities, and art centers) at any location within or outside the Territory;

1.5.4 To sell or distribute, directly or indirectly, or license other to sell or distribute, under the Proprietary Marks, at any location (notwithstanding its proximately to the Accepted Location) whether within or outside the Territory, products and services through any distribution channel or method, including grocery stores, convenience stores, retail outlets, mail order, toll-free numbers, Internet (or any other existing or future form of electronic commerce) and delivery services, irrespective of the proximity to the Franchised Bakery-Café without compensation to Franchisee; provided, however, any such sales will not be made from a Tous Les Jours Bakery-Café located in the Territory;

1.5.5 To sell or distribute, directly or indirectly, or franchise and/or license others to sell or distribute, under the Proprietary Marks, at any location (notwithstanding its proximity to the Accepted Location) whether within or outside the Territory, any products, other than Products;

1.5.6 To give, donate, or contribute to charitable and community organizations and events for fundraising and other events and use the Products for promotions and product demonstrations in the Territory; and to offer Products for sampling by consumers and organizations for product testing, promotions, and demonstrations in the Territory; and

1.5.7 To engage in any other activity, action, or undertaking that Franchisor is not expressly prohibited from taking under this Agreement.

1.6 Franchisee shall sell the Products and services only via over-the-counter transactions at the Franchised Bakery-Café. Except as expressly permitted in this Section 1.6, Franchisee is strictly prohibited from advertising, offering, or selling any Products or services through any other channel of distribution, including but not limited to: (a) catalogs or direct mail; (b) toll-free or telemarketing numbers; (c) the Internet, social media, or any other existing or future form of electronic commerce; or (d) wholesale or sub-franchising to third parties.

1.6.1 Notwithstanding the restrictions in Section 1.6 above, Franchisee shall be required to participate in and utilize all Franchisor-owned, controlled or designated digital sales channels, including but not limited to, mobile applications, websites and electronic commerce storefronts, social media commerce integrations, AI-voice or automated ordering platforms, SMS and text-to-order services, and any other digital interfaces or "white-label" portals designated by Franchisor (collectively, the "**System Platforms**.") in strict compliance with the System Standards and the Manuals. Franchisee may also utilize third-party delivery platforms, catering services, online ordering providers, or aggregators (each a "TPS") (e.g., DoorDash, Uber Eats, Grubhub, ezCater, Too Good To Go) to sell and deliver Products, provided that:

1.6.1.1 Franchisee obtains Franchisor's prior written approval for each specific TPS provider for the Franchised Bakery-Café;

1.6.1.2 The TPS is fully integrated with the Franchised Bakery-Café's POS systems when required by Franchisor and complies with Franchisor's data security and reporting standards;

1.6.1.3 All Products sold through a TPS are packaged, handled, and delivered in strict accordance with the Manuals to preserve the quality and image of the System; and

1.6.1.4 All revenue generated through a TPS shall be included in the calculation of Gross Sales (as defined in Section 4.4 below) without deduction for commissions or fees charged by the TPS unless otherwise agreed in writing by Franchisor.

1.7 Franchisee acknowledges that the System may be supplemented, improved, or otherwise modified from time to time by Franchisor; and Franchisee agrees to comply with all reasonable requirements of Franchisor in that regard, including offering and selling new or different Products or services as specified by Franchisor.

## 2. TERM AND RENEWAL

2.1 Unless this Agreement is sooner terminated as provided herein, this Agreement shall be in effect upon its acceptance and execution by Franchisor and expire ten (10) years from the opening date of the Franchised Bakery-Café (the "**Initial Term**"). Franchisee acknowledges that the rights granted under this Agreement are of limited duration and do not convey any rights of ownership or goodwill whatsoever in the Proprietary Marks.

2.2 Franchisee may apply to operate the Franchised Bakery-Café for two additional consecutive terms of 5 years each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") if all of the following preconditions are met prior to each Renewal Term:

2.2.1 Franchisee shall give Franchisor written notice of Franchisee's election to renew at least 12 months, but not more than 18 months, prior to the end of the then-current Initial Term or Renewal Term, as the case may be. Time is of the essence; failure to provide timely notice shall be deemed a waiver of the renewal rights;

2.2.2 Franchisee shall not have any past due monetary obligations or other outstanding obligations to Franchisor and its affiliates, the approved suppliers for the System, or the lessor of the Premises;

2.2.3 Franchisee shall not be in default of any provision of this Agreement, or successor hereto, or any other agreement between Franchisee (or any of Franchisee's Owners as defined below) and Franchisor, Franchisor's affiliates, the approved and designated suppliers for the System or the lessor of the Premises; and Franchisee shall have substantially complied with all the terms and conditions of such agreements during the Initial Term or Renewal Term, as applicable;

2.2.4 Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its affiliates and subsidiaries, and their respective officers, directors, agents, and employees;

2.2.5 Franchisee shall execute the then-current form of franchise agreement offered by Franchisor, which shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement including requirements to pay a higher percentage royalty fee, a higher Advertising Obligation (defined in Section 13.1 below) and/or a different Territory;

2.2.6 Each Owner of Franchisee shall execute and deliver to Franchisor a personal guarantee, in a form then satisfactory to Franchisor, jointly and severally guaranteeing Franchisee's performance of its obligations under the then-current form of franchise agreement offered by Franchisor;

2.2.7 Franchisee shall successfully pass a comprehensive quality control evaluation conducted by Franchisor (which may include, without limitation, a "mystery shop" or unannounced operational audit, a review of historical customer satisfaction scores, and an onsite evaluation or inspection) and comply with the then-current qualification and training requirements of Franchisor and pay any training fees associated with meeting such then-current qualifications and training requirements;

2.2.8 Franchisee shall make or provide for, in a manner satisfactory to Franchisor, such refresh, remodel, renovation and modernization of the Premises of the Franchised Bakery-Café as Franchisor may reasonably require, including installation of new Operating Assets and/or renovation of Operating Assets to reflect the then-current Standards and image of the System;

2.2.9 Franchisee shall present evidence satisfactory to Franchisor that Franchisee has the right to remain in possession of the Premises for the duration of the Renewal Term;

2.2.10 Franchisee or Owner shall not have committed any act that results in a conviction of an indictable offense or any summary conviction which, in Franchisor's opinion, would affect adversely the good name, goodwill, or reputation of Franchisor, the System, the Proprietary Marks, the Products, the goodwill associated therewith or the interest of Franchisor therein; and

2.2.11 Franchisee shall pay Franchisor a renewal fee in an amount of 50% of Franchisor's then-current Initial Franchise Fee.

An "**Owner**" as used in this Agreement shall mean each of the individuals listed on Exhibit D and

each future direct or indirect shareholder, member, general or limited partner or other equity or beneficial owner of Franchisee, each of whom must be listed on Exhibit D.

## 3. DUTIES OF FRANCHISOR

3.1 Franchisor shall make available standardized design plans and specifications for the Franchised Bakery-Café. Such standard design plans and specifications shall not contain the requirements of any present or future federal, state or local law, code or regulation, including those concerning the Americans With Disabilities Act ("**ADA**") or similar rules governing public accommodations for persons with disabilities, nor shall such plans contain the requirements of, or be used for, construction drawings or other documentation as may be necessary to obtain licenses, permits or authorizations to build a Tous Les Jours Bakery-Café. Franchisee shall adapt the standard plans to the Franchised Bakery-Café's location and all applicable laws, regulations, and ordinances at Franchisee's expense, as provided in Section 5.3 hereof, subject to Franchisor's approval.

3.2 Franchisor shall make available mandatory and suggested specifications and layouts for the Bakery-Café, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings and color scheme. Franchisor shall also provide its specifications for required purchases and leases for the Bakery-Café, to the extent that Franchisor establishes and publishes specifications for a particular item and identify and provide Franchisee with a list of approved and designated suppliers for all items required to be used in the Bakery-Café.

3.3 Franchisor shall provide its initial training for Franchisee as described in Article 6 of this Agreement ("**Initial Training**"), for up to five (5) trainees, at no charge to Franchisee. After the Initial Training, Franchisor may require that Franchisee pay Franchisor's then-current training fees for any such additional and/or supplemental training provided by Franchisor. Nothing in this Section 3.3 shall limit or otherwise affect the obligations of Franchisee to satisfy the training requirements set forth in Article 6 below. "**General Manager**" means a qualified individual (who may be Franchisee if Franchisee is an individual) who (i) personally supervises and oversees the operations of the Franchised Bakery-Café as an on-Premises general manager on a full-time basis physically at the Franchised Bakery-Café, (ii) has successfully completed the Initial Training and any mandatory supplemental training for a Tous Les Jours Bakery-Café, and (ii) is not required to own an interest in Franchisee but is designated by Franchisee and approved by Franchisor to supervise the operations of the Franchised Bakery-Café.

3.4 Franchisor may provide such on-site pre-opening and opening supervision and assistance as Franchisor deems advisable.

3.5 Franchisor may make available to Franchisee marketing and promotional materials produced from contributions to the Fund (defined below in Section 13.2) in accordance with Section 13.6 hereof. Franchisor may also make available to Franchisee from time to time, in the discretion of Franchisor, additional marketing materials not produced with contributions from the Fund.

3.6 Franchisor shall provide Franchisee with a copy or electronic access to the Manuals of Franchisor, as more fully described in Article 10 hereof.

3.7 Franchisor may provide to Franchisee, from time to time, as Franchisor deems appropriate, advice and written materials concerning System Standards, techniques of managing and operating the Franchised Bakery-Café, including required and suggested inventory and cost control methods, new developments in the System equipment, food products packaging and preparation, new recipe items, menu variations, food preparation and display methods, new developments and improvements in the layouts and designs, and new developments in products and marketing techniques for the System.

3.8 Franchisor may conduct, as it deems advisable, inspections of the operation of the Franchised Bakery-Café by Franchisee.

3.9 Franchisee acknowledges and agrees that any duty or obligation imposed on Franchisor by this Agreement may be performed by any affiliate, independent contractor, distributor, designee, employee, or agent of Franchisor, as Franchisor may direct.

3.10 Franchisor shall not, by virtue of any acceptance, approval, authorization, advice, forms or services provided to Franchisee, assume responsibility or liability to Franchisee or any third parties to which Franchisor would not otherwise be subject.

## 4. FEES

4.1 The initial franchise fee is Forty Thousand Dollars ($40,000) (the "**Initial Franchise Fee**"), which is due upon execution of this Agreement and paid in consideration for the grant of the franchise. The Initial Franchise Fee, receipt of which is hereby acknowledged, is earned and non-refundable in consideration of administrative and other expenses incurred by Franchisor in entering into this Agreement. Notwithstanding the foregoing, if Franchisor determines in its sole and reasonable discretion that the individuals required under Section 6.1 are unable to satisfactorily complete the Initial Training, Franchisor may terminate this Agreement and retain the Initial Franchise Fee. For a multi-unit franchisee, the applicable Franchise Fee for Franchisee's second through fifth Bakery-Cafés shall be Twenty Thousand Dollars ($20,000.00) and Ten Thousand Dollars ($10,000.00) for Franchisee's sixth Bakery-Café and thereafter.

4.2 During the Term, Franchisee shall pay Franchisor a continuing royalty fee in an amount equal to 5% of the Gross Sales (as defined in Section 4.4 below) of the Franchised Bakery-Café, payable each payment Period (defined below) on the Gross Sales of the Franchised Bakery-Café for the preceding Period (or on such other basis as may be set forth in the Manuals or otherwise agreed to in writing by Franchisor) (hereinafter the "**Royalty Fee**"). Currently, there are twelve (12) payment periods in each of Franchisor's fiscal years (for each calendar month, subject to change by us, each a "**Period**").

4.3 In accordance with Section 13.1 below, Franchisee shall make (i) contributions to the Ad Fund payable for each Period on the same date and in the same manner as the Royalty Fee as set forth in Section 4.5 below and/or (ii) quarterly expenditures on local advertising and promotion and/or contributions to the Cooperative (defined below) for marketing and promotion based on the Gross Sales of the Franchised Bakery-Café.

4.4 As used in this Agreement, "**Gross Sales**" means revenue from the sale of all products and services and all other income, whether for cash or on a charge, credit and debit card, barter or time basis, of every kind and nature related to or derived from the Franchised Bakery-Café, including Special Events and all products and services sold in, on about or from the Franchised Bakery-Café, regardless of collection in the case of credit. Gross Sales shall include monies, gift card redemptions, or credit generated by or received from (i) the sale of the Products or tangible property of every kind and nature, promotional or otherwise, anywhere and (ii) services performed from, at, or in connection with the Franchised Bakery-Café, including (a) off-premises services (such as catering, delivery and Special Events), (b) on-premises services (such as games, gambling machines, or third-party advertising within the Franchised Bakery-Café), or (c) any other services or activities that use either the System, the Marks, or products that are the same as or similar to the Products. The foregoing list is not intended to provide approval for such activities, which may be conducted only if approved. Unless Franchisor specifies otherwise in writing, Gross Sales shall include all ancillary charges or fees, including delivery fees and other service charges that are paid to

Franchisee by a customer, by a System Platform, or by a TPS in connection with delivery or catering services related to the Franchised Bakery-Café (recognizing that though the System Platform or TPS may pay Franchisee an amount equal to the purchase price charged to the customer less a commission, other fees, and any discounts, credits, or coupons applied to the order, such commission, fees, discounts, credits, and coupons will not be deducted from your Gross Sales). Gross Sales shall not include (i) any sales taxes or other taxes collected from customers by Franchisee and paid directly to the appropriate taxing authority, (ii) the amount of customer refunds and adjustments made in good faith, provided that the related sales have been included in Gross Sales, and (iii) proceeds from isolated sales of trade fixtures not constituting any part of Franchisee's products and services offered for resale at the Franchised Bakery-Café nor having any material effect upon the ongoing operation of the Franchised Bakery-Café required under this Agreement.

4.5 All payments and contributions due as provided under this Article 4 shall be paid on or before (i) the close of each Period (currently the last day of each calendar month) or (ii) thirty (30) days from the date of Franchisor's invoice ("**Invoice Date**") if Franchisor elects to invoice Franchisee, calculated on the Gross Sales for the preceding Period, in the manner specified by Franchisor from time to time. All expenditures and contributions due or required each quarter as provided under this Article 4 shall be made within thirty (30) days from the Invoice Date or the close of the quarter, calculated on the Gross Sales for the preceding fiscal quarter in the manner specified by Franchisor from time to time. Concurrent with such payments, Franchisee shall submit to Franchisor any reports or statements required under Section 12.3 below. For any payments required under Sections 4 or 13, Franchisee shall, upon request by Franchisor, make each payment in accordance with the procedures and processes specified by Franchisor. As of the date of this Agreement, the payment method designated by Franchisor is by electronic transfer of funds ("**EFT**") via Automated Clearing House ("**ACH**") or other electronic funds transfer, which shall be in place before Franchisee opens for business, and which shall not be cancelable without Franchisor's permission. Franchisee shall execute Franchisor's current form of "Authorization Agreement for Prearranged Payments," a copy of which is attached to this Agreement as Exhibit E, and Franchisee shall comply with the payment and reporting procedures and processes specified by Franchisor in the Manuals. Franchisor reserves the right to change the payment procedures and processes upon notice to Franchisee and Franchisee agrees to immediately comply with any new payment procedures or processes (including executing any new or additional forms which grant Franchisor the right to debit Franchisee's account for payment of royalty fees and contributions to the Fund and other fees or contributions to be paid to Franchisor or required by Franchisor under this Agreement).

4.5.1 Any payment, contribution, statement, or report not actually received by Franchisor on or before the due date shall be overdue. If any contribution or payment is overdue, Franchisee shall pay Franchisor immediately upon demand, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies Franchisor may have. If any payment or contribution submitted by check or draft is returned or dishonored, Franchisee shall pay Franchisor immediately upon demand, in addition to the amount due, an amount to compensate Franchisor for any fees or charges that Franchisor incurs due to such returned or dishonored check or draft.

4.5.2 Despite any designation Franchisee makes, Franchisor may apply any of Franchisee's payments to any part of Franchisee's past due indebtedness to Franchisor or Franchisor's affiliates. Franchisor may set off any amounts that Franchisee or Franchisee's Owners owe Franchisor or Franchisor's affiliates against any amounts that Franchisor or Franchisor's affiliates owe Franchisee or Franchisee's Owners. Franchisee's obligations for the full and timely payment of the continuing royalty fee and all other amounts provided for in this Agreement shall be absolute, unconditional, and fully earned by Franchisor. Franchisee may not withhold payment of any amounts Franchisee owes Franchisor or Franchisor's affiliates due to Franchisor's alleged nonperformance of any of Franchisor's obligations under this Agreement.

4.5.3 Acceptance by Franchisor of the payment of any Royalty Fee or any and all other payments provided for in this Agreement shall not be conclusive or binding on Franchisor with respect to the accuracy of such payment until two (2) years after the effective date of expiration, transfer, termination or non-renewal of this Agreement. Acceptance of any payment on account of Royalty Fees or any and all other payments provided for in this Agreement does not constitute any waiver of Franchisor's rights under this Agreement.

4.6 For any fee specified in this Agreement that may be increased by no more than the Maximum Adjustment, the "**Maximum Adjustment**" in any calendar year shall not exceed, at Franchisor's option, either: (i) 50% of the fee in effect at the start of that calendar year; or (ii) the amount of any increase in the actual costs and expenses that Franchisor or its affiliates incur to provide the corresponding goods or services to Franchisee.

## 5. CONSTRUCTION AND OPENING OF TOUS LES JOURS BAKERY-CAFÉ

Franchisee understands and acknowledges that every detail of the System is important to Franchisee, Franchisor, and other Tous Les Jours franchisees in the System ("**System Franchisees**") in order to develop and maintain high operating standards, to increase the demand for the products and services sold by all System Franchisees and to protect Franchisor's reputation and goodwill.

5.1 Franchisor shall have the right, in its sole discretion, to require:

5.1.1 Franchisee to execute a Site Location Addendum in the form attached as Exhibit B to this Agreement;

5.1.2 Franchisee to include the following provisions in any Site Location retail space lease:

5.1.2.1 Anything contained in this lease to the contrary notwithstanding, Lessor agrees that without its consent, this lease and the right, title, and interest of the Lessee hereunder may be assigned by the Lessee to Tous Les Jours International Corp., or its designee.

5.1.2.2 The premises being leased hereunder shall be used solely for the operation of a Tous Les Jours Bakery-Café.

5.1.2.3 Lessee may not sublease or assign all or any part of its occupancy rights, or extend the term or renew the lease, without Franchisor's prior written consent.

5.1.2.4. Lessee agrees that Lessor may, upon the written request of Tous Les Jours International Corp., disclose to Tous Les Jours International Corp. all reports, information or data in Lessor's possession respecting sales made in, upon or from the leased premises.

5.1.2.5 A provision which requires the landlord concurrently to provide Franchisor with a copy of any written notice of breach or default under the lease/sublease sent to Franchisee; and which grants to Franchisor, in its sole discretion, the right (but not the obligation) to cure any breach or default under the lease/sublease, should Franchisee fail to do so, within 15 days after the expiration of the period in which Franchisee may cure the breach or default.

5.1.2.6 A provision that provides that upon Franchisee's default under the lease/sublease or under the Franchise Agreement, Franchisor shall, without the landlord's further consent, have a continuing right of entry into the Premises, the right to operate a Tous Les Jours Bakery-Café

therein, the right but not the obligation to assume Franchisee's interests under the existing terms, conditions and covenants of the lease/sublease, and should Franchisor assume Franchisee's position under the lease/sublease, the right to assign the lease/sublease or sublet the premises to a third party which will operate a Tous Les Jours Bakery-Café on the Premises.

5.2. Franchisor shall have the right to approve the terms of any sublease or lease for the premises of the Franchised Bakery-Café. If Franchisor cures any default by Franchisee under such lease, the total amount of all costs and payments incurred by Franchisor in effecting such cure shall be immediately due and owing by Franchisee to Franchisor.

5.3 Franchisor shall have 15 days to approve or disapprove a site Franchisee proposes as the Accepted Location. If Franchisee does not receive written notice of Franchisor's disapproval after 15 days, the site shall be deemed rejected as the Accepted Location. Franchisor shall have the right to designate one or more suppliers of design services and/or architecture services (a "**Required Design Firm**") to supply such services to the System. Franchisee shall provide the layout and dimensions for the site of the Franchised Bakery-Café to a Required Design Firm in the manner specified in the Manuals or otherwise in writing, which will prepare a standardized design (a "**Preliminary Drawing**") of the Franchised Bakery-Café using such layout and dimensions. The Required Design Firm shall prepare final plans for construction based upon the Preliminary Drawings and specifications. Such final plans shall be submitted to Franchisor, approval of which may be granted or withheld at Franchisor's sole discretion. All designs, plans and drawings must be submitted to Franchisor for its review and approval before submission to a landlord or any government or regulatory agencies. Upon Franchisor's approval, the final plans for construction shall not thereafter be materially changed or modified without the prior written permission of Franchisor. Franchisee shall be solely responsible for payments for all design and architecture services and ensuring that the final plans for construction are in strict compliance with all applicable ordinances and laws, building codes, permit requirements, lease or deed requirements and restrictions. Franchisee shall renovate or construct, and equip the Franchised Bakery-Café according to the final plans for construction, at Franchisee's own expense.

5.4 Before commencing any construction or renovation of the Franchised Bakery-Café, Franchisee, at its expense, shall comply, to Franchisor's satisfaction, with all of the following requirements:

5.4.1 Franchisee shall employ a qualified, licensed and insured architect and a qualified, licensed and adequately insured general contractor, who is reputable *and* experienced in building units of similar retail concepts, and who must be approved by Franchisor, to construct the Franchised Bakery-Café and to complete all improvements. Franchisor shall have the right, but not the obligation, to designate a single approved contractor or furnish Franchisee with a list of approved contractors for Franchisee to employ in the construction of the Franchised Bakery-Café. Franchisee acknowledges and agrees that Franchisor is not liable for the unsatisfactory performance of any contractor retained by Franchisee, even if such contractor was designated by Franchisor. Prior to construction, Franchisee shall comply with the insurance requirements described in Article 14;

5.4.2 Franchisee shall use, in the construction and operation of the Franchised Bakery-Café, only those brands, types or models of construction and Operating Assets that Franchisor has approved for the Franchised Bakery-Café as meeting its specifications and standards for quality, design, appearance, function and performance. Franchisee shall purchase approved types or models of construction materials and Operating Assets in quantities approved by Franchisor from suppliers approved or designated by Franchisor (which may include Franchisor and/or its affiliates), which approval may not be unreasonably withheld. If Franchisee proposes to purchase any type or model of construction or decorating materials, fixture, equipment, furniture or sign not then approved by Franchisor, and/or any such item from any supplier which is not then approved by Franchisor, Franchisee shall first notify Franchisor in writing and

shall submit to Franchisor sufficient specifications, photographs, drawings, and/or other information or samples for a determination by Franchisor of whether such brand or type of construction or decorating material, fixture, equipment, furniture or sign complies with its specifications and standards. Franchisor may, in its sole discretion, refuse to approve any such item(s) and/or supplier(s) that does not meet Franchisor's standards or specifications;

5.4.3 Franchisee shall be responsible for obtaining all zoning classifications and clearances that may be required by state or local laws, ordinances, or regulations or that may be necessary or advisable owing to any restrictive covenants relate to the Franchised Bakery-Café; and

5.4.4 Franchisee shall, using only Franchisee's legal name, use its best efforts to obtain all permits and certifications required for lawful construction and operation of the Franchised Bakery-Café, including, without limitation, zoning, access, sign and fire requirements, as soon as commercially practicable, and shall certify in writing to Franchisor that all such permits and certifications have been obtained.

5.5 Recognizing that time is of the essence, Franchisee shall submit to Franchisor for its approval such information and materials for the proposed location for the Franchised Bakery-Café no later than 180 days from the execution of this Agreement. Franchisee shall obtain all required construction permits as soon as commercially practicable and commence construction or renovation of the Franchised Bakery-Café within 90 days after execution of the approved lease/sublease for the Franchised Bakery-Café or purchase of the site for the Franchised Bakery-Café or, if Franchisee's right to occupy the Accepted Location begins after the date of execution of the lease, within 30 days after obtaining possession of the Premises. Prior to the commencement of construction/renovations, Franchisee shall provide written notice to Franchisor of the projected commencement date of construction/renovation and submit a detailed construction/renovation schedule and proposed opening date. The opening date shall be no more than 180 days from the date of commencement of construction/renovation of the Franchised Bakery-Café. Franchisee shall provide Franchisor with immediate written notices regarding any changes and updates to said schedule, including but not limited to, the status of all required permits, government inspections, and any material deviations from the original construction timeline. Unless delayed by the occurrence of events constituting "**force majeure**" as defined in Section 29.4 below, Franchisee shall maintain continuous construction/renovation of the Franchised Bakery-Café and shall complete construction/renovation, including all exterior and interior carpentry, electrical, painting and finishing work, and installation of all Operating Assets, in accordance with the approved site-adapted plans and specifications, at Franchisee's expense, within 180 days after commencement of construction/renovation. Franchisee further agrees that Franchisor and its agents shall have the right to inspect the construction/renovation at all reasonable times. Franchisee shall obtain all required building, utility, sign, health, sanitation, business, and other permits and licenses for the Franchised Bakery-Café for the lawful construction and operation of the Franchised Bakery-Café. Within a reasonable time after the completion of development, Franchisee shall provide to Franchisor a final accounting of all costs of development of the Franchised Bakery-Café, along with copies of all contracts, lien waivers, other paid receipts and equipment warranties.

5.6 Prior to opening the Franchised Bakery-Café, Franchisee shall comply with all pre-opening requirements set forth in this Agreement, the Manuals and/or elsewhere in writing by Franchisor, including, without limitations, the following: (a) Franchisee and its managers (including General Manager) have completed training required hereunder to Franchisor's satisfaction, (b) Franchisee pays the Initial Franchise Fee and all other amounts due to Franchisor under this Agreement and any other related agreements to which Franchisee is a party, (c) Franchisor has been furnished with copies of all insurance policies required under this Agreement, or such other evidence of insurance coverage as Franchisor requests, (d) any architect and general contractor Franchisee employs or Franchisee must provide Franchisor with a certificate of occupancy and a certificate stating that the as-built plans for the Franchised Bakery-Café comply with all

applicable laws, including the ADA, (e) Franchisee has completed all preparations for the opening of the Franchised Bakery-Café as reasonably determined by Franchisor, and (f) Franchisor determines, in its sole discretion, that the Franchised Bakery-Café has been constructed and equipped in accordance with approved plans and specifications. Franchisee shall notify Franchisor in writing of the scheduled opening date of the Franchised Bakery-Café at least 30 days prior to such date. After completion of construction/renovation, Franchisee shall obtain all permits necessary to commence operation of the Franchised Bakery-Café and, after obtaining Franchisor's approval in writing for opening, shall open the Franchised Bakery-Café within 30 days from the date construction/renovation is completed. Franchisee shall not open the Franchised Bakery-Café for business until Franchisor's written approval to open has been obtained. Franchisor has the right to inspect the Franchised Bakery-Café and take other measures Franchisor deems appropriate to determine whether Franchisee has complied with the Standards and is ready to begin operations. If Franchisee fails the opening inspection by Franchisor, Franchisee shall reimburse Franchisor for the travel, living expenses, and other costs incurred by Franchisor for any additional inspections thereafter and any additional costs and expenses incurred from modifying the opening date and/or travel schedule of Franchisor's representatives due to Franchisee's failure to pass the initial opening inspection. If Franchisor's approval to open is subject to certain changes being made, the failure to timely make such changes shall cause Franchisee to be in default. Franchisee and Franchisor agree that time is of the essence in the construction/renovation and opening of the Franchised Bakery-Café. Franchisee must open the Franchised Bakery-Café within 5 days after Franchisor notifies Franchisee that the Franchised Bakery-Café has passed Franchisor's inspection and is ready to open, unless there are circumstances beyond Franchisee's control. Franchisee must open the Franchised Bakery-Café within 365 days after the Effective Date ("**Opening Deadline**"), unless extended by Franchisor at its sole discretion. In the event that Franchisee's opening is delayed by a force majeure event, Franchisee's time to open the Franchised Bakery-Café shall be extended by the shorter of: (a) the delay caused by such event, or (b) 30 days.

5.7 In constructing, renovating, and equipping the Franchised Bakery-Café, Franchisee shall comply with all of the applicable provisions of the ADA and shall not discriminate against anyone on the basis of disability or any other protected class. Prior to opening the Franchised Bakery-Café and prior to renovating the Franchised Bakery-Café after the initial opening of the Franchised Bakery-Café, Franchisee shall execute an ADA Certification in the form attached to this Agreement as Exhibit C that certifies in writing to Franchisor that the Franchised Bakery-Café and any proposed renovations comply with the ADA. In the event Franchisee receives any complaint, claim, or other notice alleging a failure to comply with the ADA, Franchisee shall provide Franchisor with a copy of such notice 5 days after receipt thereof.

5.8 Except as otherwise specifically stated in this Agreement as to be performed by Franchisor, it is Franchisee's responsibility to undertake all actions necessary to acquire, construct/renovate and open the Franchised Bakery-Café at Franchisee's sole cost and expense, which responsibility includes but is not limited; (a) to identify any potential site to be developed; (b) to negotiate for the acquisition of such site by lease or purchase; (c) to obtain necessary and appropriate governmental approvals; (d) to supervise and monitor the general contractor and the budget for construction/renovation; (e) to obtain financing as needed for acquisition and construction of the Franchised Bakery-Café and the purchase of all Operating Assets in sufficient quantities for the Accepted Location; and to construct the Franchised Bakery-Café at the Accepted Location.

5.9 Franchisee must spend at least Ten Thousand Dollars ($10,000), as Franchisor deems best based on Franchisee's particular market, to advertise and promote the Franchised Bakery-Café during the 30 days before the Franchised Bakery-Café opens and the 60 days after the Franchised Bakery-Café opens in compliance with the Manuals ("**Grand Opening Marketing Program**"). If Franchisee does not comply with the Grand Opening Marketing Program, Franchisor may conduct the Grand Opening Marketing Program for Franchisee, in which case Franchisee must, at Franchisor's request, pay Franchisor the applicable amount.

## 6. TRAINING

6.1 During the time period prior to the opening of the Franchised Bakery-Café, but not less than one week prior thereto, the following trainees ("**Authorized Trainers**") shall attend and complete the Initial Training to Franchisor's complete satisfaction: (i) Franchisee (or, if Franchisee is other than an individual, the Designated Owner as defined in Section 19.2 below), (ii) Franchisee's General Manager (if Franchisee or its Designated Owner will not be the General Manager), (iii) at least one (1) manager in charge of front-of-house ("FOH"), (iv) at least one (1) baker, and (v) at least one (1) caker, respectively, at location designated by Franchisor. All participants must attend the Initial Training together and comply with the training schedule set by Franchisor. During the Initial Training, Franchisee shall receive instruction, training, and education in the operation of the Franchised Bakery-Café and indoctrination into the System. The Initial Training shall not be provided to Franchisee by Franchisor if (i) Franchisee or any affiliate of Franchisee owns or operates a Tous Les Jours Bakery-Café as of the Effective Date and/or has already completed an Initial Training; (ii) this Agreement is executed as a Renewal Franchise Agreement; or (iii) Franchisee fails to meet all of the pre-opening obligations (including the minimum staffing requirements for the Franchised Bakery-Café), in which case Franchisee must satisfy all such pre-opening obligations before being able to schedule the Initial Training. In Franchisor's discretion, Franchisor may vary the length and content of the Initial Training based on the experience and skill level of each individual attending the Initial Training.

6.2 Franchisor may designate employees of Franchisee that must successfully complete designated third-party training programs (including the ServSafe® Food Safety Programs) and obtain certification through such programs, and Franchisee shall make sure the employees designated by Franchisor have the training and/or certification designated by Franchisor for such employees' position.

6.3 In addition to the Initial Training, Franchisor may require any persons subsequently employed by Franchisee in the position of Authorized Trainers attend and complete to Franchisor's satisfaction the Initial Training and/or such further training programs. Authorized Trainers shall also attend such additional courses, refreshers, seminars, conferences, and other training programs as Franchisor may reasonably require from time to time.

6.4 Franchisor may, from time to time, conduct conferences, conventions, programs, webinars, supplemental, additional or refresher training programs at such times and places as may be designated by Franchisor. Franchisee may be required to pay a reasonable, then-current fee ("**Additional Training Fee**"), subject to the Maximum Adjustment, to Franchisor, or to trainers designated by Franchisor, for training courses, seminars, and programs provided after the pre-opening Initial Training described in Section 6.1, plus travel and living costs and expenses (including, without limitation, transportation, lodging and meals) incurred by Franchisor's trainers. Franchisee or its employees shall be responsible for any and all other expenses incurred by them in connection with the Initial Training and any other training, including the costs of transportation, lodging, meals, and wages. Trainees will not receive compensation from Franchisor for work performed during the Initial Training or such other training.

6.5 Franchisor reserves the right to modify its training programs, including the Initial Training and any other training programs at any time, including the timing, frequency, content, format, and location of training. Franchisor may require Franchisee to purchase or license from Franchisor, its affiliates, or approved and/or designated suppliers any training platform and equipment necessary to use or access the training materials. Franchisor may require Franchisee to pay Franchisor or its affiliates a reasonable, then-current fee for such training platforms or learning management system.

6.6 Franchisee shall be responsible, at its own expense, for identifying and obtaining any and

all training, licensing, or other professional or non-professional designations required by all applicable laws, regulations, or ordinances. Franchisee shall indemnify Franchisor for any and all liability of Franchisor for any loss, cost, or damage incurred by Franchisor for Franchisee's breach under this provision.

6.7 Franchisee acknowledges and agrees that Franchisor may provide any or all portions of the Initial Training and any additional or supplemental training programs, onsite opening assistance, consultations, and/or post-opening inspections remotely over a virtual communication platform designated by Franchisor.

## 7. DUTIES OF FRANCHISEE

7.1 Franchisee understands and acknowledges that every detail of the System and this Agreement is important to Franchisee, Franchisor, and other System Franchisees in order to develop and maintain high operating, quality and service standards, to increase the demand for the Products sold under the System, to protect Tous Les Jours Bakery-Cafés operating under the System and to protect the reputation and goodwill of Franchisor. At all times, Franchisee shall operate the Franchised Bakery-Café in strict conformity with the System Standards as Franchisor periodically issues, modifies, and supplements them in the Manuals or otherwise in writing or another tangible form (for example, via intranet, Extranet, or Digital Presence (defined in Section 7.10 below)), even if Franchisee believes that a standard of the System, as originally issued or subsequently modified, is not in the System's or the Franchised Bakery-Café's best interests and shall refrain from deviating from the System Standards without the prior written consent of Franchisor.

7.2 Franchisee shall use the Premises solely for the operation of the Franchised Bakery-Café; shall keep the Franchised Bakery-Café open and in normal operation for such minimum and maximum hours and days as Franchisor may specify from time to time; shall only use the Premises for authorized purposes and activities; and shall refrain from using or permitting the use of the Premises for any unauthorized or unlawful purpose or activity. As described in Section 1.4 above, Franchisee may engage in Special Events within the Territory, but only in accordance with the terms and conditions stated in this Agreement and in the Manuals, including without limitation guidelines and requirements relating to insurance coverage and vehicle use for Special Events activities.

7.3 Franchisee shall maintain the Franchised Bakery-Café in strict accordance with the System Standards for the design, layout, decor, appearance, including, without limitation, ensuring that all leasehold improvements, signage, furniture, fixtures and Operating Assets continuously meet System Standards for quality, design, appearance, function and performance throughout the Term of the Franchise Agreement. Franchisee shall purchase and install all Operating Assets and maintain in sufficient supply supplies and materials, as Franchisor may prescribe in the Manuals or otherwise in writing. Franchisee shall refrain from deviating therefrom by the use of any nonapproved item without the prior written consent of Franchisor.

7.4 In no way limiting Section 7.3 above, Franchisee shall not install or permit to be installed any vending machine, game, or coin, card or electronic operated device, automated teller machine, computer for public use, or other device for customer use, unless specifically approved in writing, in advance, by Franchisor.

7.5 To maintain the high standards of quality and uniformity associated with the System, Franchisee shall offer and sell only the Products and services that Franchisor specifies from time to time, in the manner and style and for the duration required by Franchisor, unless otherwise approved in writing by Franchisor; and Franchisee shall offer and sell all Products as Franchisor may specify from time to time as required offerings at the Franchised Bakery-Café. Franchisee is prohibited from offering or selling any products or services at or from the Franchised Bakery-Café that have not previously been authorized by

Franchisor. If Franchisee wishes to offer or sell any products or services that have not previously been authorized by Franchisor, Franchisee must first make a written request to Franchisor, requesting authorization to offer or sell such services or products. Franchisor may deny such approval for any reason. In connection with such request for approval, Franchisee must submit to Franchisor such information and samples as Franchisor desires. Franchisee agrees to pay to Franchisor such amount as is necessary to cover Franchisor's costs of reviewing and evaluating such requests for approval submitted by Franchisee.

7.6 Franchisee must comply with Franchisor's System Standards and specifications relating to the purchase of any products and services used or offered for sale at the Franchised Bakery-Café, including the type, quality, manner, and quantities of such products and services. Franchisee acknowledges that (i) the TM Products offered and sold under the System are prepared from proprietary recipes developed by and, in some cases, exclusively for Franchisor; (ii) the TM Products are unique and their formulae and manufacturing processes constitute trade secrets essential to the success of the System; (iii) the TM Products may include items and clothing bearing the Proprietary Marks; and (iv) Franchisee has entered into this Agreement in order to, among other things, obtain the right to offer and sell the TM Products. In order to protect the interest of Franchisor in the TM Products and to ensure the quality, uniformity, and distinctiveness of the TM Products, Franchisee agrees to purchase, solely from Franchisor or suppliers designated by Franchisor, all of the TM Products in accordance with the ordering format and procedures directed by Franchisor and at the prices, in the quantities, and on delivery terms and other terms in accordance with the System Standards, all of which may be modified from time to time at Franchisor's discretion. Franchisor, in its sole and absolute discretion, may establish the credit terms, if any, upon which it will accept Franchisee's orders, and may require Franchisee to pay for orders on a cash-in-advance or cash-on-delivery basis. On the expiration or termination of this Agreement, or in the event of any default by Franchisee under this Agreement, Franchisor and its suppliers shall not be obliged to fill or ship any orders then pending or, in the case of termination or non-renewal, made any time thereafter by Franchisee and may, among other things, only deliver the quantities reasonably necessary to supply Franchisee's needs prior to the expiration or termination of this Agreement. Franchisee acknowledges that the requirements of this Section 7.6 are in addition to the requirements of Section 7.7 below, which apply, generally, to Products.

To the fullest extent allowed by applicable law, Franchisee may be required to purchase only from Franchisor or its designee certain Specified Products (defined in Recitals above), Branded Products and/or Operating Assets, comprised of products and items which are proprietary in nature and/or unique to the System, that are specified by Franchisor from time to time.

Franchisee acknowledges and agrees that in purchasing or leasing supplies, equipment, TM Products, Specified Products, Branded Products, Operating Assets and/or any other materials from Franchisor or from suppliers designated by Franchisor, **FRANCHISOR EXPRESSLY DISCLAIMS ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS AS TO THE CONDITION OF THE SAME, INCLUDING WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR ANY INTENDED PURPOSE AND/OR NON-INFRINGEMENT. FRANCHISEE AGREES TO LOOK SOLELY TO THE MANUFACTURER OR SUPPLIER OF THE SAME FOR ANY REMEDY OR LIABILITY IN THE EVENT OF ANY DEFECTS THEREIN.**

7.7 In no way limiting the terms of Section 7.6, all Products sold or offered for sale at the Franchised Bakery-Café shall meet the System Standards, as established in the Manuals or otherwise in writing, and in accordance with Section 7.8 below. Franchisee further agrees:

7.7.1 Not to sell or otherwise market the Products for subsequent resale unless approved in writing by Franchisor;

7.7.2 To handle, prepare, and store the Products solely in the manner directed by Franchisor in the Manuals or otherwise in writing; and

7.7.3 Not to sell, offer for sale or sample, and to destroy immediately in accordance with procedures set forth in the Manuals, any product that it knows, or should know through the exercise of reasonable care, to be adulterated, tainted, contaminated, spoiled, unsafe or otherwise unfit for human consumption.

7.8 Franchisee agrees that Franchisor reserves the right, to the fullest extent allowed by applicable laws, to establish maximum, minimum, or other pricing requirements with respect to the prices Franchisee may charge for the Products offered and sold under this Agreement.

7.9 Franchisor and/or its designated distributor/supplier shall make reasonable efforts to provide the TM Products. If Franchisor is the direct source of the TM Products and Franchisor is unable to provide the TM Products to all of its customers, Franchisor shall provide the TM Products first to distributors/suppliers, on a pro-rata basis, and request the distributors/suppliers to provide the TM Products to System Franchisees first, on a pro-rata basis. Franchisor and its designated distributors/suppliers shall not be liable to Franchisee, or be in default of this Agreement, for any delay of delivery of the TM Products supplied by Franchisor and/or its designated distributors/suppliers to Franchisee resulting from any cause beyond the control of Franchisor and/or its designated distributors/suppliers, including weather conditions and the occurrence of events constituting "**force majeure**" as set forth in Section 29.4 below.

7.10 To ensure the efficient management and operation of the Franchised Bakery-Café, the processing of gift, loyalty and/or similar card programs, and the transmission of data to and from Franchisor, Franchisee, at Franchisee's expense, shall purchase or lease and/or license, and thereafter install and maintain at the Franchised Bakery-Café, such computerized POS systems, computer and technology systems, mobile hardware, software, applications (including System Platforms), associated computer hardware, telephone lines, network connections, communication equipment, high speed internet access (e.g. fiber or cable), power lines, printers, and other related accessories or peripheral equipment as Franchisor specifies in the Manuals or otherwise in writing from Franchisor or, if any, approved suppliers or vendors (collectively, the "**Information System**"), all of which Franchisee must keep in good maintenance and repair. Franchisee shall obtain all components of the Information System and related products and services and pay all reasonable, then-current fees charged by Franchisor, its affiliates, or Franchisor's approved and/or designated suppliers in connection with the such products and services for the Information System. Franchisee acknowledges that Franchisor shall have no liability to Franchisee in connection with any Information System problems, including problems caused by any approved supplier of any component of the Information System. Additionally, Franchisor has established a Digital Presence (defined below) and may establish other Digital Presences, providing private and secure communications between Franchisor, Franchisee, System Franchisees, licensees, and other persons and entities as determined by Franchisor, in its sole discretion ("**Extranet**"). As used in this Agreement, the term "**Digital Presence**" means an interactive electronic document, series of symbols or otherwise, that is contained in a network of computers linked by communications software, including, but not limited to, Internet and World Wide Web home pages, websites, e-mail addresses, domain names, System Platforms, bulletin boards, and any other Internet-related medium or activity, including all forms of Social Media (defined in Section 7.10.6 below). Franchisee agrees to the following:

7.10.1 Franchisee's Information System shall have the capacity to electronically exchange information, messages and other data with other computers and electronic devices, by such means (including but not limited to the Internet and the Extranet), and using such protocols (e.g., TCP/IP), as Franchisor may reasonably prescribe in the Manuals or otherwise in writing. Franchisee shall maintain at

all times, access to the Extranet in the manner specified by Franchisor in the Manuals or otherwise in writing. If required by Franchisor, Franchisee shall from time to time execute such agreements or acknowledge such policies as Franchisor may prepare to set forth the terms of use for the Extranet and Digital Presence, and Franchisee agrees at all times to comply;

7.10.2 Franchisee will provide Franchisor with unimpeded access to the Information System. Franchisor shall have the right from time to time (including on a real-time or daily basis), and at any time, to poll, retrieve, and download any data and information relating to the operations, sales, and financial performance of the Franchised Bakery-Café from Franchisee's Information System via the Internet, Extranet, or other means, and use it for any reasonable business purpose both during and after the Term of this Agreement. Franchisor may, from time to time, specify in the Manuals or otherwise in writing the information that Franchisee shall collect and maintain on the Information System installed at the Franchised Bakery-Café, and Franchisee shall provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained, which shall be in the form and format prescribed or approved by Franchisor;

7.10.3 Franchisee shall keep its Information System in good maintenance and repair and, at its expense, shall promptly install all additions, changes, updates, upgrades, modifications, substitutions and/or replacements relating to the Information System (including, without limitation, hardware, software, and utility infrastructure), as Franchisor directs. Franchisee shall have the sole and complete responsibility for: (a) acquiring, operating, maintaining and upgrading its Information System; (b) the manner in which Franchisee's Information System interfaces with Franchisor's computer systems and the computer systems of third parties; and (c) any and all consequences that may arise if Franchisee's Information System is not properly operated, maintained or upgraded;

7.10.4 Franchisor may from time to time develop or authorize others to develop software (the "**Software**") for use in the System, which Franchisee may be required to purchase and/or license, and use, in connection with the Franchised Bakery-Café and for which Franchisee may be required to execute a license, sublicense or maintenance agreement with Franchisor or its approved or designated vendor. Franchisor reserves the right to impose its then-current Software installation, maintenance and/or charges, payable to third party providers or to Franchisor or its affiliates, for the use of the Software, Information System, and security system. Franchisor reserves the right to charge, or require Franchisee to pay to third parties, then-current fees for Software installation, license, maintenance, and support. Franchisor may also require Franchisee to pay to Franchisor or its affiliate, or a third party that Franchisor designates, a recurring, then-current technology fee that Franchisor specifies from time to time (the "**Technology Fee**"). The Technology Fee may be based on a percentage of Gross Sales, fixed fees, and/or usage fees. Franchisor may modify the Technology Fee and payment frequency from time to time. Franchisor may replace or supplement other technology-related fees that Franchisor collects (such as the Customer Card Programs Fee) with the Technology Fee. Franchisor may use the Technology Fee to defray its costs related to developing, implementing, upgrading, operating, maintaining, supporting, or providing any technology-related products, services, programs, systems, or platforms (including, without limitation, the Information System, System Platforms, Customer Card Programs, and other technology-related systems and programs) that Franchisor, in its sole discretion, deems appropriate. Franchisor may add, delete, or otherwise modify the products, services, programs, systems, and platforms that are funded by the Technology Fee from time to time;

7.10.5 Franchisee shall abide by all applicable laws pertaining to the privacy of consumers, employees, and transactional information ("**Privacy Laws**"). Franchisee shall also comply with any System Standards established by Franchisor pertaining to personal information. In the event of any conflict between standards of Franchisor related to personal information and the Privacy Laws, Franchisee shall (i) comply with the Privacy Laws, (ii) immediately give Franchisor written notice of said conflict, and

(iii) promptly and fully cooperate with Franchisor and its counsel in determining the most effective way, if any, to meet Franchisor's standards pertaining to personal information; and

7.10.6 Franchisee shall comply with the System Standards developed by Franchisor for the System, in the manner directed by Franchisor in the Manuals or otherwise, with regard to Franchisor's authorization to use, and use of, blogs, common social networks (including "**Facebook**" and "**Instagram**"), professional networks (including "**LinkedIn**"), live blogging tools (including "**X**"), virtual worlds, file, audio and video sharing sites (including "**YouTube**") and other similar social networking media or tools (collectively, "**Social Media**") that in any way references the Proprietary Marks or involves the System or Tous Les Jours Bakery-Cafés.

7.11 At the time the Franchised Bakery-Café opens, Franchisee shall stock and display the initial inventory of Products and supplies prescribed by Franchisor in the Manuals or otherwise in writing. Thereafter, Franchisee shall stock and maintain all types of approved Products in quantities sufficient to meet reasonably anticipated customer demand.

7.12 Franchisee shall permit Franchisor and its agents (and Franchisor and its agents shall have the right) to enter upon the Premises, with or without notice to Franchisee at any time during normal business hours for the purpose of conducting inspections of the Premises, books, records, business, operations and/or accounts of Franchisee; Franchisee shall permit Franchisor and its agents to obtain and take samples of ingredients, products and supplies, free of charge, for testing by Franchisor in order to assure that Franchisee complies with the System Standards; Franchisee shall cooperate with representatives of Franchisor in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents, and without limiting other rights of Franchisor under this Agreement, shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. During the course of any inspection, Franchisor and/or its agent may photograph or videotape any part of the Franchised Bakery-Café, whether or not Franchisee is present. If Franchisor determines in its sole discretion, based on unsatisfactory findings of an inspection, that a re-inspection is required, Franchisee shall reimburse Franchisor for the travel expenses and room and board of Franchisor's representatives for subsequent inspections to ensure all deficiencies have been corrected. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor shall have the right, but not the obligation, to correct any deficiencies which may be susceptible to correction by Franchisor and to charge Franchisee the actual expenses of Franchisor in so acting, payable by Franchisee upon demand. Franchisee agrees to present to customers of the Franchised Bakery-Café any evaluation forms that Franchisor periodically prescribes and to participate and/or request that customers of the Franchised Bakery-Café participate in any surveys performed by or for Franchisor. Franchisor shall provide Franchisee with the results of such surveys upon request. The foregoing shall be in addition to such other remedies Franchisor may have.

7.13 Subject to any applicable laws or landlord restrictions, Franchisee shall ensure that all marketing and promotional materials, signs, decorations, paper goods (including disposable food containers, napkins and all forms and stationery used in the Franchised Bakery-Café), Branded Products, and other items specified by Franchisor bear the Proprietary Marks in the form, color, location and manner prescribed by Franchisor. Franchisee shall place and illuminate all signs in accordance with the specifications of Franchisor.

7.14 Franchisee shall participate in national, regional, or local promotional programs developed by Franchisor for the System, at Franchisee's expense, in the manner directed by Franchisor in the Manuals or otherwise in writing. Franchisor shall have the right to require Franchisee to implement and maintain gift card or certificate programs, loyalty programs, credit card programs, customer tracking programs, incentive programs, reward programs, and other types of programs (collectively, "**Customer Card**

**Programs**") that Franchisor develops or designates to support and promote the System. These Customer Card Programs may utilize a standard form of physical or digital gift card, certificate, loyalty or reward or other promotional program membership card ("**Customer Card**") provided or designated by Franchisor. Franchisee shall pay any Customer Card Program fees, transaction fees, and administrative charges imposed by Franchisor and comply with all Franchisor's procedures and policies for the Customer Card Programs only in the manner specified by Franchisor in the Manuals or otherwise in writing by Franchisor. Franchisee will, at its sole expense, promptly install and maintain at the Franchised Bakery-Café any acceptance system for Customer Card Programs and/or hardware and software necessary for such Programs to operate with the Information System. Franchisee shall also obtain any services and supplies Franchisor requires in connection with Customer Card Programs and pay all fees charged by Franchisor, its affiliates, or Franchisor's approved suppliers in connection with the Customer Card Programs. Franchisee shall fully honor all valid Customer Cards that are in the form provided or approved by Franchisor, regardless of whether a Customer Card was issued by Franchisor, Franchisee, or other System Franchisees. Franchisee shall sell, issue and redeem Customer Cards in accordance with procedures and policies specified by Franchisor in the Manuals or otherwise in writing, including those relating to procedures by which Franchisee shall request reimbursement for Customer Cards issued by other Tous Les Jours Bakery-Cafés and for making timely payments to Franchisor or other System Franchisees for Customer Cards issued at the Franchised Bakery-Café but redeemed elsewhere in the System.

7.15 At all times, Franchisee shall maintain the Premises (including adjacent public areas) and all fixtures, furnishings, signs and equipment in the highest degree of cleanliness, orderliness, sanitation, maintenance, and repair, as determined by Franchisor, to ensure good working order and condition; and, in connection therewith, Franchisee shall, at its expense, make such repairs and any replacements thereto (but no others without prior written consent of Franchisor) as may be required for that purpose, including such periodic repainting or replacement of obsolete Operating Assets as Franchisor may reasonably direct. Any replacement, reconstruction, addition or modification to the Franchised Bakery-Café must be approved by Franchisor and comply with the specifications of Franchisor.

7.16 Franchisee acknowledges and agrees that it is in Franchisee's best interest, and in the best interests of the System, that the Franchised Bakery-Café be clean, up-to-date, well-maintained, and well-appointed. Therefore, Franchisee acknowledges and agrees that Franchisee will, at Franchisor's request, remodel and refurbish the Franchised Bakery-Café periodically. At the request of Franchisor, but not more often than once every 5 years, unless sooner required by Franchisee's lease, Franchisee shall refurbish the Premises, at its expense, to conform to the Franchised Bakery-Café design, trade dress, color schemes and presentation of the Proprietary Marks in a manner consistent with the then-current image for new Tous Les Jours Bakery-Cafés. Such refurbishment may include structural changes, installation of new Operating Assets, remodeling, redecoration, and modifications to existing improvements. The time limitations of this Section 7.16 shall not apply to renovations, refurbishment, and modernization required pursuant to (i) Section 2.2.8 relating to the renewal of franchise rights; (ii) Section 15.3.11 relating to transfers under this Agreement, and (iii) expenses related to repairs and replacement of Operating Assets and other items to operate the Franchised Bakery-Café in compliance with this Agreement and the Manuals.

7.16.1 Within six months after the fifth and the fifteenth anniversaries of the opening date of the Franchised Bakery-Café, Franchisee must, at Franchisee's sole expense and in accordance with Franchisor's then-current System Standards and directives, refresh, refurbish, and renovate the Franchised Bakery-Café to meet Franchisor's then-current System Standards (a "**Refresh**"). Generally, a Refresh will require Franchisee to add, update, and/or replace components of the Franchised Bakery-Café (including merchandising elements, graphics, paint or wall coverings, lighting, flooring, millwork, menu boards, interior and exterior signage, kitchen equipment, Information System components, and other furniture, fixtures, equipment, and décor that Franchisor may specify in its sole discretion) to meet Franchisor's then-current Standards without significantly altering the Franchised Bakery-Café's layout or structure.

7.16.2 Within six months after the tenth and (if Franchisee is entering into a Renewal Term) twentieth anniversaries of the opening date of the Franchised Bakery-Café, Franchisee must, at its sole expense and in accordance with Franchisor's then-current System Standards and directives, remodel, refurbish, renovate, and modernize the Franchised Bakery-Café to meet our then-current operational, branding, and architectural design Standards (a "**Remodel**"). Generally, a Remodel may include all of the modifications, upgrades, and replacements required in a Refresh, plus other more extensive alterations to the Franchised Bakery-Café' layout, structure, or design, such as redesigning the interior and exterior appearance and interior layout of the Franchised Bakery-Café or adding a drive-thru to a Franchised Bakery-Café.

7.16.3 Before Franchisee begins a Refresh or a Remodel, Franchisor, its affiliate, or its designee will in-person or virtually inspect the Franchised Bakery-Café and produce a site survey and/or design plan that will comply with the then-current System Standards. All plans, designs, furniture, fixtures, equipment, and décor related to a Refresh or a Remodel must be approved by Franchisor in writing, must conform to Franchisor's then-current System Standards and applicable laws, and, if Franchisor so requires, must be purchased from approved suppliers Franchisor designates or approves in writing. Franchisee acknowledges that each Refresh or Remodel may require Franchisee to make a significant capital investment into the Franchised Bakery-Café. Franchisee agrees to incur, without limitation, any capital expenditures required in order to comply with this obligation and Franchisor's requirements (even if those expenditures cannot be amortized over the remaining Term).

7.17 The Franchised Bakery-Café shall be under the direct supervision of Franchisee or a General Manager. Franchisee shall not commence operation of the Franchised Bakery-Café until the Initial Training has been completed. Franchisee shall pay all transportation costs, food, lodging, and similar costs incurred by Franchisee for its General Manager and other employees who attend the Initial Training, for Franchisor, in the event Franchisor's trainer travels to provide the Initial Training. Franchisee acknowledges that because of Franchisor's superior skill and knowledge with respect to the training and skill required to manage a Tous Les Jours Bakery-Café, Franchisor, in its sole discretion, shall determine if Franchisee or its General Manager has satisfactorily completed the Initial Training. Any General Manager of Franchisee must be approved by Franchisor and possess the experience and credentials that Franchisor requires. Franchisee will inform Franchisor in writing as to the identity of any General Manager, including all additions to and successors. Franchisee shall maintain a competent, conscientious, trained staff, including a fully-trained General Manager (who may be Franchisee). Franchisee shall take such steps as are necessary to ensure that its employees preserve good customer relations; render competent, prompt, courteous and knowledgeable service; and meet such minimum standards as Franchisor may establish from time to time in the Manuals. Franchisee and its employees shall handle all customer complaints, refunds, returns, and other adjustments in a manner that will not detract from the name and goodwill of Franchisor. Franchisee will use the system designed by Franchisor for training employees.

7.18 Franchisee shall not implement any change to the System (including, without limitation, the use of any products, services or supplies not already approved by Franchisor) without the prior written consent of Franchisor. Without limiting any other provisions in this Agreement, Franchisor has the perpetual and exclusive (i) right of ownership and use and (ii) authority to license, all ideas, plans, innovation, enhancement, improvements, invention, concepts, formulas, recipes, methods and techniques relating to the development or operation of a Tous Les Jours Bakery-Café or any similar business conceived or developed by Franchisee or Franchisee's employees during the Term (collectively, "**Innovations**"). Franchisee hereby waives, and ensure that any individual involved in the creation of the Innovations waives, all author's and moral rights. Franchisor shall have all right, title and interest in any Innovations, without compensation to Franchisee, and Franchisee shall have no right, title or interest whatsoever in any and all Innovations. Franchisee will immediately disclose to Franchisor any Innovations. If Franchisor, at

Franchisor's sole discretion and expense, elects to file a copyright, domain name registration or similar protection relating to any such Innovations, Franchisee will execute such documents and provide Franchisor with such information as Franchisor may reasonably request in order to perfect such a filing. Franchisor shall not be obligated to approve or accept any request to implement any Innovation. Franchisor may, from time to time, revoke its approval of any particular change or amendment to the System. Upon receipt of written notice of such revocation, Franchisee shall, at its expense, modify its activities in the manner described by Franchisor.

7.19 Franchisee shall comply with all terms of its lease or sublease, its financing agreements (if any) and all other agreements affecting the operation of the Franchised Bakery-Café; shall undertake best efforts to maintain a good and positive working relationship with its landlord and/or lessor; and shall not engage in any activity which may jeopardize Franchisee's right to remain in possession of, or to renew the lease or sublease for, the Premises.

7.20 Franchisee must at all times pay its distributors, contractors, suppliers, trade creditors, employees and other creditors promptly as the debts and obligations to such persons become due, and failure to do so shall constitute a breach of this Agreement.

7.21 Franchisee understands and agrees that the operation of the Franchised Bakery-Café, maintenance of its Premises and Operating Assets, conduct and appearance of its Personnel (defined in Section 7.26 below), and the preparation and sale of Products therefrom are all regulated by governmental statutes and regulations. To this end, Franchisee owes an obligation to the patrons of the Franchised Bakery-Café, Franchisor, and to its customers, to fully and faithfully comply with all those applicable governing authorities. Franchisee shall meet and maintain, at all times during the Term of this Agreement, at Franchisee's sole cost, the highest grade (90% or above or comparative) of health and safety standards set by all applicable governing authorities and the highest standards of cleanliness, health and sanitation to the Franchised Bakery-Café, as Franchisor may reasonably require. If any Product dispensed at the Franchised Bakery-Café evidences adulteration from the standards of Franchisor's Products, or is in violation of applicable laws, ordinances or regulations, or in the event the Products, Premises, Operating Assets, Personnel or operation of the Franchised Bakery-Café fail to be maintained in accordance with the governmental requirements referred to above, Franchisee shall immediately notify Franchisor and provide all relevant information requested by Franchisor, close the Franchised Bakery-Café, terminate selling operations at the Franchised Bakery-Café, destroy all contaminated or adulterated products and eliminate the source thereof, and remedy all unsanitary conditions present, reopening for business only after Franchisor's inspection and provided that laboratory analysis from samples obtained for that purpose by Franchisor evidence a compliance with the applicable governmental requirements and with the standards of Franchisor. If Franchisee passes the minimum health, sanitation or safety standards required by the applicable governing authorities but fails to meet the highest grade available, then Franchisee shall immediately notify Franchisor and provide all relevant information, and remedy all unsatisfactory conditions present within 24 hours after notice to obtain the highest grade of health, sanitation or safety standards available by the applicable governing authorities. If Franchisee or any of Franchisee's agents or employees fails or refuses to comply with all of the above remedial measures or in the event of any repetition of any adulteration or palming off or failure of sanitation in the Franchised Bakery-Café:

7.21.1 Franchisee shall pay the costs and expenses, including attorneys' fees, of both parties, incurred in enforcing the provisions of this Subsection or any provision of this Agreement in obtaining Franchisee's compliance with the Agreement. The remedies set forth in this paragraph are in addition to and not in substitution for those set forth in Article 16 of this Franchise Agreement.

7.21.2 In furtherance of the foregoing, Franchisee must submit copies of all health, sanitation or other regulatory agency inspection reports to Franchisor immediately upon receipt thereof.

Franchisee must also report to Franchisor, within 48 hours of any inspections by applicable health, sanitation or other regulatory government agencies, any and all actions taken by Franchisee pursuant to such inspections by applicable health, sanitation or other regulatory agencies.

7.22 Franchisee shall notify Franchisor in writing within 5 days of the commencement of any suit to foreclose any lien or mortgage, or any action, application, suit, or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, including health agencies, which (i) relates to the operation of the Franchised Bakery-Café, (ii) may adversely affect the operation or financial condition of the Franchised Bakery-Café, or (iii) may adversely affect Franchisee's financial condition.

7.23 Franchisee shall not relocate the Franchised Bakery-Café from the Accepted Location without the prior written approval of Franchisor. If Franchisee desires to relocate the Franchised Bakery-Café, Franchisee shall submit such materials and information as Franchisor may request for the evaluation of the requested plan of relocation. Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval for relocation: (i) Franchisee must not be in default under any provision of this Agreement or any other agreement between Franchisee and Franchisor; (ii) the proposed substitute location must meet Franchisor's then-current Standards for Tous Les Jours Bakery-Cafés; (iii) Franchisee must possess the financial resources to meet the costs associated with relocating; (iv) Franchisee must enter into Franchisor's then-current form of Franchise Agreement (which shall replace this Agreement) for the remainder of the term of the franchise granted hereunder, provided that Franchisee shall not be required to pay an initial franchise fee thereunder; (v) the proposed substitute location for relocation shall not exceed a three (3)-mile radius from the Accepted Location; and (vi) Franchisee must pay a relocation fee of Ten Thousand Dollars ($10,000). If, through no fault of Franchisee, the Premises are damaged or destroyed by an event such that repairs or reconstruction cannot be completed within 60 days thereafter, then Franchisee shall have 45 days after such event in which to apply for approval by Franchisor to relocate and/or reconstruct the Premises at Franchisee’s expense, which approval shall not be unreasonably withheld and, in such event, the relocation fee described above will not be required.

In the event of a relocation of the Franchised Bakery-Café, Franchisee shall promptly remove from the premises of the first Franchised Bakery-Café, and discontinue using for any purposes, any and all signs, fixtures, furniture, posters, furnishings, equipment, menus, advertising materials, stationery supplies, forms and other article which display any of the Proprietary Marks or any distinctive features or designs associated with Tous Les Jours Bakery-Cafés. Furthermore, Franchisee shall, at Franchisee’s expense, immediately make such changes, modifications or alterations as may be necessary to distinguish the first location clearly from its former appearance and from other Tous Les Jours Bakery-Cafés and to prevent any possibility of confusion of the first location with a Tous Les Jours Bakery-Café by the public (including, without limitation, removal of all distinctive physical and structural features identifying Tous Les Jours Bakery-Cafés and removal of all distinctive signs and emblems). Franchisee shall, at Franchisee’s expense, make such specific additional changes as Franchisor may reasonably request for this purpose. If Franchisee fails to initiate immediately or complete such alterations within such period of time as Franchisor deems appropriate, Franchisee agrees that Franchisor or its designated agents may enter the premises of the first location and adjacent areas at any time to make such alterations, at Franchisee’s sole risk and expense, without responsibility for any actual or consequential damages to the property of Franchisee or others, and without liability for trespass or other tort or criminal act. Franchisee expressly acknowledges that Franchisee’s failure to make such alterations will cause irreparable injury to Franchisor, and consents to entry, at Franchisee’s expense, of an ex-parte order by a court of competent jurisdiction authorizing Franchisor or its agents to take such action, if Franchisor seeks such an order. Compliance with the foregoing shall be a condition subsequent to Franchisor’s approval of any relocation request by Franchisee, and in the event complete de-identification of the first Bakery-Café premises is not promptly and completely undertaken, Franchisor may then revoke its permission for relocation and declare a default under this

Agreement pursuant to Article 16 below.

7.24 Franchisee acknowledges and agrees that from time to time hereafter Franchisor may change or modify the System as Franchisor deems appropriate, including without limitation to reflect the changing market and to meet new and changing consumer demands, and that variations and additions to the System may be required from time to time to preserve and enhance the public image of the System and operations of Tous Les Jours Bakery-Cafés. Franchisor's changes to the System may include, without limitation, the adoption and use of new or modified products, services, and Operating Assets and new System Standards, and (as described in Article 8 below) trademarks, service marks, and copyrighted materials. Franchisee shall, upon reasonable notice, accept, implement, use and display in the operation of the Franchised Bakery-Café any such changes in the System, as if they were part of this Agreement at the time of execution hereof, at Franchisee's sole expense. Additionally, Franchisor reserves the right, in its sole discretion, to vary the System Standards throughout the System, as well as the services and assistance that Franchisor may provide to some System Franchisees based upon the peculiarities of a particular site or circumstance, existing business practices or other factors that Franchisor deems to be important to the operation of any Tous Les Jours Bakery-Café or the System. Franchisee shall have no recourse against Franchisor on account of any variation to any System Franchisee and shall not be entitled to require Franchisor to provide Franchisee with a like or similar variation hereunder.

7.25 Franchisee acknowledges and agrees that Franchisor will own all rights to and interest in all authorized and unauthorized domain names, Social Media accounts, telephone numbers, post office boxes, and classified and other directory listings used by Franchisee and/or associated in any manner with Franchised Bakery-Café and/or any Proprietary Mark ("**Identifier**"). Franchisee acknowledges and agrees that all goodwill arising from or in connection with the use of each Identifier will inure to Franchisor's benefit. Promptly after the expiration, transfer or termination of the franchise, and at Franchisee's own expense, Franchisee will notify all telephone companies, postal service, registrars, Internet service provider, and directory listing agencies with whom Franchisee has any Identifier and direct them to transfer the Identifier to Franchisor or to any person(s) Franchisor designates, and Franchisee will execute any and all documents necessary to complete these transfer(s). Upon the execution of this Agreement, Franchisee will sign an Identifier transfer consent and authorization, in a form substantially similar to Exhibit F, granting Franchisor the authority to change, transfer, or terminate Franchisee's Identifier(s) on Franchisee's behalf. Franchisor will use this authorization only if Franchisee does not comply fully with this Section 7.25 after the expiration, termination, or transfer of the franchise.

7.26 Franchisee must, in accordance with Franchisor's standards and to the extent Franchisor designates from time to time, recruit, train and develop all employees, independent contractors, and any other personnel or staff as may be needed ("**Personnel**"). When hiring Personnel, Franchisee shall use its best efforts to hire qualified and competent employees. Franchisee is responsible for making sure all Personnel are capable of performing their duties in accordance with the System Standards. Franchisee is solely responsible for the supervision of its Personnel and setting the schedule thereof. Franchisee will decide the compensation to be paid to its Personnel. Franchisor will not be responsible for payment of any compensation, salaries, benefits, and employment-related liabilities to Franchisee or its Personnel. Franchisee is solely responsible for all hiring and firing decisions as well as all training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, task assignment, supervision, and discipline of employees, regardless of whether Franchisee has received advice from Franchisor on these subjects or not. Further, Franchisee hereby acknowledges and agrees that:

7.26.1 Franchisee's employees are employed exclusively by Franchisee and are not employed, jointly employed or co-employed by Franchisor and Franchisee must inform its employees verbally and on all written documentation outlining such employment (including any employee handbooks) that Franchisee is the employer of such employees and that Franchisor is not the employer of

Franchisee's employees.

7.26.2 Each of Franchisee's employees are under the exclusive dominion and control of it and never under the direct or indirect control of Franchisor in any fashion whatsoever.

7.26.3 Franchisee must comply with Franchisor's minimum staffing requirements as established and modified from time to time by Franchisor. Any minimum staffing requirements established by Franchisor is solely for the purpose of ensuring that the Franchised Bakery-Café is at all times staffed at those levels necessary to operate it in conformity with the System and the Products, services, standards of quality and efficiency, and other Tous Les Jours brand attributes known to and desired by the consuming public and associated with the Proprietary Marks.

7.26.4 Franchisee may staff the Franchised Bakery-Café with as many employees as it desires at any time, so long as our minimal staffing levels are achieved.

7.26.5 Any recommendations Franchisee may receive from Franchisor regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist Franchisee to efficiently operate the Franchised Bakery-Café, and that Franchisee is entirely free to disregard such recommendations regarding such employee compensation.

7.26.6 Any training provided by Franchisor for Franchisee's employees is geared to impart to those employees, with its ultimate authority, the various procedures, protocols, systems and operations of a Tous Les Jours Bakery-Café and in no fashion reflects any employment relationship between the Franchisor and Franchisee's employees.

7.26.7 Franchisee shall require all personnel employed by Franchisee to wear standard related uniforms and attire during business hours in order to further enhance Franchisor's product and format. Franchisee shall be permitted to purchase such uniforms and attire from manufacturers or distributors approved by Franchisor, which uniforms and attire must be in strict accord with Franchisor's design and other specifications.

7.26.8 Should a third party ever assert that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee agrees to assist Franchisor in defending said allegation, including (if necessary) appearing at any venue to testify on Franchisor's behalf (and, as may be necessary, submitting Franchisee to depositions, other appearances and/or preparing affidavits dismissive of any allegation that we are the employer, joint employer or co-employer of any of your employees). To the extent Franchisor is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchisee, should any such appearance by Franchisee be required or requested by Franchisor, Franchisor will recompense Franchisee the reasonable costs associated with Franchisee's appearance at any such venue.

7.27 Franchisee shall respond promptly to each customer inquiry or complaint and resolve all reasonable complaints to the customer's satisfaction. Franchisee shall at all times cooperate with Franchisor and other franchisees of Franchisor and shall actively participate in any and all sales, public relations, marketing, cooperative marketing and purchasing programs or promotional programs which may be developed and implemented by Franchisor which call for the cooperation of Franchisee and other franchisees of Franchisor. Franchisee shall further cooperate in any additional programs which may be established and designated by Franchisor from time to time including participating in coupon, giveaway, Customer Card Programs, and loyalty programs, the System-wide use of gift cards, and other similar programs for the benefit of the System, and shall comply with Franchisor's rules and regulations established

from time to time in connection herewith. Franchisee shall cooperate with Franchisor in connection with any market surveys and test marketing of products and services at the Franchised Bakery-Café and shall comply with the System Standards established by Franchisor from time to time in connection herewith.

7.28 Franchisee shall respond to communications with Franchisor in a timely manner. Franchisee's repeated failure to do so shall constitute a default under this Agreement.

7.29 It is Franchisee's responsibility to maintain and report Franchisee's Payment Card Industry ("**PCI**") compliance, which encompasses operational policies and practices as well as networks and computer systems hardware/software used to process credit card transactions, as well as attesting that Franchisee is abiding by (i) the PCI Data Security Standards enacted by the applicable card associations (as they may be modified from time to time or as successor standards are adopted); and (ii) all other security standards and guidelines that may be published from time to time by payment card companies and/or enacted by law, and are applicable to customer credit card and debit card information. If Franchisee knows or suspects a security breach, Franchisee must immediately notify both Franchisee's credit card transaction acquirer and Franchisor. Franchisee assumes all responsibility for providing notice of breach or compromise, along with duties and costs associated with fraudulent transactions, penalties, and ongoing fees for monitoring customer credit card histories and/or transactions for affected customers of the Franchised Bakery-Café.

## 8. SYSTEM STANDARDS

8.1 Franchisee acknowledges and agrees that operating and maintaining the Franchised Bakery-Café in compliance with System Standards are essential to preserve the goodwill of the Proprietary Marks and all Tous Les Jours Bakery-Cafés. Therefore, Franchisee agrees at all times to operate and maintain the Franchised Bakery-Café in strict compliance with all mandatory System Standards, as Franchisor periodically issues, modifies, and supplements them, even if Franchisee believes that a System Standard, as originally issued or subsequently modified, is not in the System's or the Franchised Bakery-Café's best interests. Although Franchisor retains the right to establish and periodically modify System Standards that Franchisee has agreed to follow, Franchisee retains the right to control, and responsibility for, the Franchised Bakery-Café's day-to-day management and operation, and implementing and maintaining System Standards at the Franchised Bakery-Café.

8.2 System Standards may, without limitations, regulate any one or more of the following:

8.2.1 Design, layout, decor, appearance, and lighting of the Franchised Bakery-Café; periodic maintenance, cleaning, and sanitation; periodic remodeling and painting; replacing obsolete or worn out leasehold improvements and Operating Assets; and using interior and exterior signs, emblems, lettering, and logos. (If at any time the appearance or condition of the Premises, the Franchised Bakery-Café, or Operating Assets does not meet the System Standards, Franchisor will notify Franchisee and identify the action that Franchisee must take to correct the deficiency. If Franchisee fails to correct the deficiency within 30 days after delivery of Franchisor's notice, Franchisor may enter the Premises and Franchised Bakery-Café and take the required action on Franchisee's behalf, in which case Franchisee must reimburse all of Franchisor's costs);

8.2.2 Types, models, and brands of required TM Products, Specified Products, Operating Assets, and other food and beverage products, services and supplies, and minimum standards and specifications that Franchisee must satisfy;

8.2.3 Required and/or authorized products; unauthorized and prohibited food and beverage products and services; and purchase, storage, preparation, handling, and packaging procedures

and techniques, as well as inventory requirements, for Products. Franchisor always has the right to approve or disapprove in advance all items to be sold by the Franchised Bakery-Café. Franchisor may withdraw its approval of previously authorized products;

8.2.4 Designated and approved suppliers of Operating Assets, TM Products, Specified Products, and other items and services. In the case of TM Products, suppliers may be limited to Franchisor, its affiliates, and/or other specified exclusive sources as Franchisor designates, and Franchisee must acquire such Products during this Agreement's term only from Franchisor, Franchisor's affiliates, and/or the other specified exclusive sources at the prices that Franchisor or Franchisor's affiliates decide to charge. Franchisor reserves the right to restrict Franchisee's sources of TM Products in order to protect Franchisor's trade secrets, assure quality, assure a reliable supply of products that meet Franchisor's standards, achieve better terms of purchase and delivery service, control usage of the Proprietary Marks by third parties, and monitor the manufacture, packaging, processing, and sale of such items;

8.2.5 In the case of Operating Assets, items other than TM Products, and services, suppliers may at Franchisor's option be limited to Franchisor, Franchisor's affiliates, and/or other specified exclusive sources, in which case Franchisee must (at Franchisor's direction) acquire such Operating Assets, other items, and services (including gift cards and loyalty card processing services, "mystery" and "secret" shopper services, and consumer satisfaction survey processes) during this Agreement's term only from Franchisor, Franchisor's affiliates, and/or the other specified exclusive sources at the prices that Franchisor or Franchisor's affiliate decide to charge. Franchisor has the absolute right to limit the suppliers with whom Franchisee may deal;

8.2.6 Supply and supplier approval procedures and criteria for items and services that Franchisee needs in order to operate the Franchised Bakery-Café and that Franchisee may obtain from sources other than Franchisor, Franchisor's affiliates, and/or other specified exclusive sources. If Franchisee proposes to offer for sale or use at the Franchised Bakery-Café any product brand, ingredient, supply, or service that Franchisor has not then approved as meeting Franchisor's minimum specifications and standards, or to purchase any item or service from a supplier that Franchisor has not then approved or designated, Franchisee first must notify Franchisor and, at Franchisor's request, submit samples and any other information Franchisor requires to determine whether the item, service, or supplier meets Franchisor's System Standards. Franchisor may charge Franchisee or the supplier its reasonable costs and expenses for the inspection and evaluation. Franchisor need not approve Franchisee's request and Franchisor does not intend to do so if Franchisor already has designated specific items, services, and/or suppliers or otherwise has imposed restrictions on the supply system. Franchisor also has the right to re-inspect any supplier's products, services, and facilities and to revoke Franchisor's approval of any item, service, or supplier;

8.2.7 Terms and conditions of the sale and delivery of, and terms and methods of payment for, TM Products, and other products and services that Franchisee obtains from Franchisor and affiliated and unaffiliated suppliers. This includes Franchisor and Franchisor's affiliates' right to establish an electronic product ordering and payment systems and platforms, including System Platforms (whether through a Digital Presence, email, or other means), and to require Franchisee's payment via electronic means (pre-authorized debit, ACH or otherwise) before Franchisor prepares for shipment and sends Franchisee TM Products and other items Franchisee has ordered. Franchisor and Franchisor's affiliates have the right not to sell Franchisee any TM Products, or other products and not to provide Franchisee with services, or to do so (if Franchisor has not established or are not then operating an advanced electronic payment system) only on a "cash-on-delivery" or other basis, if Franchisee is in default under any agreement with Franchisor or Franchisee's affiliates (and have been notified of that default). Franchisor may take this action even if Franchisee is forced to suspend operation of the Franchised Bakery-Café due to an inadequate inventory of TM Products, or other products, and Franchisee may not use any unapproved products as replacements;

8.2.8 Franchisor's and Franchisor's affiliates' right (without liability) to consult with Franchisee's suppliers about the status of Franchisee's account with them and to advise Franchisee's suppliers and others with whom Franchisee, Franchisor, Franchisor's affiliates, and other franchisees deal that Franchisee is in default under any agreement with Franchisor or Franchisor's affiliates (but only if Franchisor has notified Franchisee of such default);

8.2.9 Franchisor's and Franchisor's affiliates' right to receive payments from suppliers on account of their actual or prospective dealings with Franchisee and other franchisees and to use all amounts Franchisor and Franchisor's affiliates receive without restriction for any purposes Franchisor and Franchisor's affiliates deem appropriate (unless Franchisor and Franchisor's affiliates agree otherwise with the supplier);

8.2.10 Sales, marketing, advertising, and promotional programs and materials and media used in these programs. Franchisee must participate in, and comply with the requirements of, any special promotional programs Franchisor implements;

8.2.11 Use and display of the Proprietary Marks at the Franchised Bakery-Café and on caps, aprons, shirts, napkins, bags, wrapping paper, labels, forms, paper and plastic products, and other supplies;

8.2.12 Issuing and honoring coupons, giveaways and Customer Cards and administering Customer Card Programs and similar programs. Franchisee must participate in, and comply with the requirements (including the payment of any fees related to administering the programs) of, Franchisor's Customer Card and any other Customer Card Programs (including giving Franchisor all customer-specific information that Franchisee receives or generates from operating the Franchised Bakery-Café, which customer-specific information Franchisor will be deemed to own). Franchisor or Franchisor's designee (which may be a vendor or an affiliate of Franchisor) will hold all monies paid by customers for Customer Cards until the Customer Cards are used by customers for purchases (at which time Franchisor or Franchisor's designee will reimburse the honoring Tous Les Jours Bakery-Café Franchisor's then standard reimbursement amount in compliance with Franchisor's then-current Customer Card Program policies and procedures). Franchisor may keep any monies that are not used by customers;

8.2.13 Staffing levels for the Franchised Bakery-Café, including a General Manager, assistant manager and kitchen manager; identifying the Franchised Bakery-Café's personnel; and employee qualifications, training and training systems, personnel management systems, dress, and appearance (although Franchisee has sole responsibility and authority concerning, among other things, employee selection and promotion, hours worked, rates of pay and other benefits, work assigned, and working conditions);

8.2.14 Days and hours of operation (including Franchisee's obligation to operate the Franchised Bakery-Café every day of the week except as Franchisor otherwise allows) and operation and use of the System Digital Presence (defined in Section 13.8.1 below);

8.2.15 Participation in market research and testing and product and service development programs; Franchisor may, from time to time, conduct market research and testing to determine consumer trends and the salability of new food products and services. Franchisee shall cooperate by participating in Franchisor's market research programs, test marketing new food products and services in the Franchised Bakery-Café, and providing Franchisor with timely reports and other relevant information regarding such market research. In connection with any such test marketing, Franchisee shall purchase a reasonable quantity of the tested products and effectively promote and make a reasonable effort to sell such products.

8.2.16 Complying with Franchisor's customer complaint resolution procedures and Franchisor's commitment to customer satisfaction policy and reimbursing Franchisor promptly if Franchisor chooses to resolve a customer complaint because Franchisee fails to do so as or when Franchisor requires;

8.2.17 Accepting credit and debit cards, and other payment systems;

8.2.18 Bookkeeping, accounting, data processing, and recordkeeping systems and forms; formats, content, and frequency (including daily) of reports to Franchisor of sales, revenue, product mix, financial performance, and condition; and giving Franchisor copies of tax returns and other operating and financial information concerning the Franchised Bakery-Café;

8.2.19 Types, amounts, terms, and conditions of insurance coverage required for the Franchised Bakery-Café; Franchisor and Franchisor's affiliates' protection and rights under insurance policies as additional named insureds with respect to Franchisee's actions at the Franchised Bakery-Café; required and impermissible insurance contract provisions; assignment of policy rights to Franchisor; periodic verification of insurance coverage; Franchisor's right to defend claims; and similar matters relating to insured and uninsured claims;

8.2.20 The maximum, minimum, or other prices for the products and services sold by the Franchised Bakery-Café;

8.2.21 Complying with applicable laws, including those relating to terrorist activities; labor and employment practices (including equal employment opportunity laws), obtaining required licenses and permits; adhering to good business practices; observing high standards of honesty, integrity, fair dealing, and ethical business conduct in all dealings with customers, suppliers, and us; and notifying Franchisor if any action, suit, or proceeding is commenced against Franchisee or the Franchised Bakery-Café or if Franchisee receives any report, citation, or notice regarding the Franchised Bakery-Café failure to comply with any licensing, health, cleanliness, or safety standard; and

8.2.22 Any other aspects of operating and maintaining the Franchised Bakery-Café that Franchisor determines to be useful to preserve or enhance the efficient operation, image, or goodwill of the Proprietary Marks and Tous Les Jours Bakery-Cafés, including but not limited to standard uniforms/ attires and standard menu formats.

8.3 Franchisee agrees that System Standards Franchisor prescribes in the Manuals, or otherwise communicate to Franchisee in writing or another tangible form (for example, via Extranet or another intranet, or Digital Presence), are part of this Agreement as if fully set forth within its text. All references to this Agreement include all System Standards as periodically modified.

8.4 Franchisor periodically may modify System Standards, which may accommodate regional or local variations, consumer or societal trends, marketplace variables and the needs of customers, and these modifications may obligate Franchisee to invest additional capital in the Franchised Bakery-Café and/or incur higher operating costs. Franchisee agrees to implement any changes in System Standards within the time period Franchisor requests, whether they involve refurbishing or remodeling the Premises or any other aspect of the Franchised Bakery-Café, buying new TM Products, buying new Operating Assets, adding new products and services, or otherwise modifying the nature of Franchisee's operations, as if they were part of this Agreement as of the Effective Date. There are no limitations on the amounts that Franchisor may require Franchisee to spend in doing so, although Franchisor will not require capital modifications if they cannot in Franchisor's opinion be amortized during this Agreement's remaining term (unless such capital

modifications are in connection with Franchisee's acquisition of a successor franchise, as provided in Section 2.2 above).

Except as provided in this Agreement, Franchisor shall not be liable to Franchisee for expenses, losses or damages sustained by Franchisee as a result of any of the modifications contemplated hereby. Franchisee covenants hereby not to commence or join in any litigation or other proceeding against Franchisor or any third party complaining of such modifications or seeking expenses, losses or damages caused thereby. Franchisee expressly waives any claims, demands or damages arising from or related to the forgoing activities, including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

## 9. PROPRIETARY MARKS

Franchisor represents with respect to the Proprietary Marks that:

9.1 An affiliate of Franchisor ("**TM Affiliate**") is the registered owner of the Proprietary Marks for the United States. Through a license with TM Affiliate, Franchisor holds a license to use, and to license others to use, the Proprietary Marks in the manner contemplated by this Agreement. Franchisor will take all steps reasonably necessary to preserve and protect the ownership and validity in and to the Proprietary Marks.

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

9.3 With respect to Franchisee's use of the Proprietary Marks, Franchisee agrees to:

9.3.1 Use only the Proprietary Marks designated by Franchisor, and to use them only in the manner authorized and permitted by Franchisor;

9.3.2 Use the Proprietary Marks only for the operation and marketing of the Franchised Bakery-Café, and in connection with Special Events permitted under this Agreement;

9.3.3 Operate and advertise the Franchised Bakery-Café only under the name "Tous Les Jours," and use the Proprietary Marks without prefix or suffix, unless otherwise authorized or required by Franchisor. Franchisee shall not use the Proprietary Marks (including the Tous Les Jours service marks) or any name that is now, or in the future, used in connection with the System or Tous Les Jours Bakery-Cafés as part of its corporate, partnership or other legal name or to identify Franchisee or the Franchised Bakery-Café in other legal or financial capacity (including in connection with bank checks, bank accounts and other financial accounts), or as part of any e-mail address, domain name or other identification of Franchisee or the Franchised Bakery-Café in any electronic medium, unless agreed to in advance, in writing, by Franchisor. Franchisee may, as necessary to conduct the business of the Franchised Bakery-Café and to obtain governmental licenses and permits for the Franchised Bakery-Café, indicate that Franchisee shall be operating the Franchised Bakery-Café under the trade name "Tous Les Jours," provided that Franchisee shall also clearly identify itself as the owner and Franchisee of the Franchised Bakery-Café;

9.3.4 Identify itself as the owner of the Franchised Bakery-Café (in the manner required by Franchisor) in conjunction with any use of the Proprietary Marks, including on invoices, order forms, receipts, and business stationery, as well as at such conspicuous locations on the Premises as Franchisor may designate in writing;

9.3.5 Not to use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor;

9.3.6 Execute any documents deemed necessary by Franchisor to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability; and

9.3.7 Promptly notify Franchisor of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, any trademark identical to or confusingly similar to the Proprietary Marks, or any challenge to TM Affiliate's ownership of, the right of Franchisor to use and to license others to use, or Franchisee's right to use, the Proprietary Marks, including, without limitation, any claims of infringement or unfair competition arising out of Franchisee's use of the Proprietary Marks. Franchisee acknowledges that Franchisor and TM Affiliate have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. Franchisor and TM Affiliate have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. Franchisor shall defend Franchisee against any third-party claim, suit or demand arising out of Franchisee's use of the Proprietary Marks, provided that Franchisee: (i) has timely notified Franchisor in writing within three (3) business days of such claim, (ii) has otherwise complied with all System Standards and terms of this Agreement, and (iii) has tendered complete and exclusive control of the defense and any settlement to Franchisor. If Franchisor, in its sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisor, except Franchisee shall bear any fees or disbursements of attorney retained by Franchisee. If Franchisor, in its sole discretion, determines that Franchisee has not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisee. In the event of any litigation relating to Franchisee's use of the Proprietary Marks, Franchisee shall execute any and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Franchisor may, at its option, reimburse Franchisee for its reasonable, pre-approved out-of-pocket costs in doing such acts; and

9.3.8 Permit, without limiting any other rights of inspection and audit in this Agreement, Franchisor or its designated representatives, at all reasonable times during operating hours but without prior notice, to have access to any relevant documents, materials and records pertaining to the Franchised Bakery-Café in order to determine that Franchisee is complying with its obligations under this section.

9.4 Franchisee expressly understands and acknowledges that:

9.4.1 TM Affiliate is the owner of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and that Franchisor and TM Affiliate have the right to use, and license others to use, the Proprietary Marks;

9.4.2 During the Term of this Agreement and after its expiration, transfer or termination, Franchisee shall not directly or indirectly contest the validity of, or TM Affiliate's ownership of, or right to use and to license others to use, the Proprietary Marks;

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

9.4.4 Any and all goodwill arising from Franchisee's use of the Proprietary Marks shall inure solely and exclusively to the benefit of Franchisor, and upon expiration, transfer or termination of this

Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks;

9.4.5 Except as specified in Section 1.5 hereof, the license of the Proprietary Marks granted hereunder to Franchisee is nonexclusive, and Franchisor thus has and retains the rights, among others: (a) to use the Proprietary Marks itself in connection with selling products and services; (b) to grant other licenses for the Proprietary Marks; and (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses thereto without providing any rights therein to Franchisee; and

9.4.6 If Franchisor, in its sole discretion, decides to change, add or discontinue use of any of the Proprietary Marks, or to introduce additional or substitute proprietary marks for use in identifying the System, the businesses operating under the System, and/or the TM Products, Franchisee, upon a reasonable period of time after receipt of written notice from Franchisor, shall take such action, at its sole expense, as is necessary to comply with such changes, alteration, discontinuation, addition or substitution. Franchisor shall have no liability for any losses or damages relating thereto, including any loss of revenue or goodwill due to any new or modified Proprietary Marks or discontinued Proprietary Marks.

9.5 Franchisee shall be required to affix the ™ or ® symbol upon all advertising, publicity, signs, decorations, furnishings, equipment or other printed or graphic material employing the words “Tous Les Jours” or “TLJ” or any other of Franchisor’s Proprietary Marks, whether presently existing or developed in the future.

9.6 If, during the Term of this Agreement, there is a claim of prior use of any of Franchisor’s Proprietary Marks in the area in which Franchisee is doing business, Franchisee, at Franchisor’s discretion, shall use Franchisor’s Proprietary Marks in such a way to avoid a continuing conflict.

9.7 Franchisor shall indemnify Franchisee against, and reimburse Franchisee for, all damages for which Franchisee is held liable in any proceeding in which Franchisee’s use of any Mark pursuant to and in compliance with this Agreement is held to constitute trademark infringement, unfair competition or dilution, and for all costs reasonably incurred by Franchisee in the defense of any such claim brought against Franchisee or in any such proceedings in which he is named as a party, provided that Franchisee has timely notified Franchisor of such claim or proceedings, has otherwise complied with this Agreement, and has tendered complete control of the defense of such to Franchisor. If Franchisor defends such claim, Franchisor shall have no obligation to indemnify or reimburse Franchisee with respect to any fees or disbursements of any attorney retained by Franchisee.

## 10. MANUALS

10.1 In order to protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the System, Franchisee shall operate the Franchised Bakery-Café in accordance with the Standards, methods, policies and procedures specified in the Manuals. Franchisor shall provide Franchisee with access to the Manuals, via electronic access (e.g., Extranet or other System Platforms) or otherwise, for the Term of this Agreement upon completion of the Initial Training by the trainees required under this Agreement. The Manuals may consist of several volumes and include all amendments, updates, and supplements that Franchisor may publish (electronically or otherwise) from time to time. Additionally, Franchisee acknowledges and agrees that Franchisor may provide a portion or all (including updates and amendments) of the Manuals, and other instructional information and materials in, or via, electronic format or through other digital media or platforms as Franchisor designates.

10.2 Franchisee shall treat the Manuals, any other materials created for or approved for use in

the operation of the Franchised Bakery-Café, and the information contained therein, as confidential and shall maintain such information (in electronic or other format designated by Franchisor) as proprietary and confidential. Franchisee shall not download, copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.

10.3 The Manuals shall remain the sole property of Franchisor and shall be accessible only from a secure place on the Premises and in a format designated by Franchisor.

10.4 Franchisor may from time to time revise the contents of the Manuals, and Franchisee expressly agrees to comply with each new or changed provision of the Manuals.

10.5 Franchisee shall ensure that the Manuals are kept current at all times. In the event of any dispute as to the contents of the Manuals, the terms of the master copies maintained at the home office of Franchisor shall be controlling.

## 11. CONFIDENTIAL INFORMATION

11.1 Franchisee and each of its Owner(s) shall not, during the Term of this Agreement or thereafter, communicate, divulge, use for any purpose not expressly permitted by this Agreement, or use for the benefit of any other person or entity any confidential information, knowledge, or know-how concerning Franchisor and/or the marketing, management or operations of the Franchised Bakery-Café that may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation under the terms of this Agreement. Franchisee and/or its Owners shall divulge such confidential information only to such of its employees as must have access to it in order to operate the Franchised Bakery-Café, provided that Franchisee and/or its Owners procures from such employees an obligation to protect the Confidential Information on the same terms as set forth in this Agreement and accepts responsibility for any breach of such obligation of such employees. For purposes of this Agreement, "**confidential information**" means: (i) any and all information, knowledge, or know-how relating to Franchisor and the System which may be communicated to Franchisee and/or its Owners, whether communicated in writing, orally, electronically, by inspection, or by sample, exhibit, training, demonstration or other means; and (ii) all Manuals, information and materials received by Franchisee and/or its Owners from Franchisor; provided, however, it shall not include information which Franchisee and/or its Owners can demonstrate came to its attention prior to disclosure thereof by Franchisor, or which, at or after the time of disclosure by Franchisor to Franchisee and/or its Owners, had become or later becomes part of the public domain through publication or communication by others. Confidential information may include information relating to the development and operation of the System; proprietary information and trade secrets regarding the products and services sold under the System and the preparation of the products and services sold under the System; advertising and marketing plans and materials for the System; information concerning the marketing, management and operation of Tous Les Jours Bakery-Cafés under the System; information concerning Franchisor; electronic communications posted on the Extranet; electronic mail distribution lists; and the Manuals. The foregoing list of confidential information is illustrative only and does not necessarily include all matters considered confidential by Franchisor.

## 12. ACCOUNTING AND RECORDS

12.1 Franchisee shall use sound financial management, planning, and recording practices in connection with the Franchised Bakery-Café and the business operated hereunder. Franchisee shall record all sales on a computer-based, POS record keeping and control system designated by Franchisor, or on any other equipment or communication system specified by Franchisor in the Manuals or otherwise in writing. Franchisee shall prepare, and shall preserve for at least 5 years from the dates of their preparation, complete and accurate books, records and accounts in accordance with generally accepted account principals

recognized in the United States as consistently applied ("**GAAP**") and in the form and manner prescribed by Franchisor from time to time in the Manuals or otherwise in writing. The books, records and accounts required under this Section include daily cash reports, cash receipts journal, general ledger, cash disbursement journal and weekly payroll register, monthly bank statements, and daily deposit slips and canceled checks, all business tax returns, employee deductions and remittances, sales tax remittances, supplier invoices, dated cash register tapes (detailed and summary), semi-annual balance sheets and monthly profit and loss statements, weekly inventories, coupon and promotion redemption records, and such other records and information that Franchisor may from time to time request. The reporting requirements of this Article 12 shall be in addition to, and not in lieu of, the electronic reporting required under Section 7.10.

12.2 All Gross Sales, taxes and other fees or charges collected on behalf of third parties shall be recorded by Franchisee in accordance with the procedures prescribed in the Manuals and on the Information System pursuant to Article 7 hereof.

12.3 Franchisee shall, at Franchisee's expense, submit to Franchisor in the form prescribed by Franchisor, the following reports, financial statements and other data:

12.3.1 No later than 5:00 pm on the close of each Period (currently the last day of each calendar month), or thirty (30) days from the date of the Invoice Date if Franchisor elects to invoice Franchisee, or such other time as may correspond to the required payment periods as set forth in Section 4.5, Franchisee shall submit to Franchisor a royalty report, a marketing report and a Gross Sales report for the prior Period, and such other information as Franchisor specifies, all in the form prescribed by Franchisor;

12.3.2 No later than 5:00 p.m. on the 30th day following the close of each fiscal quarter, or such other time as may correspond to the required payment periods as set forth in Section 4.5, Franchisee shall submit to Franchisor a marketing report for the prior fiscal quarter, and such other information as Franchisor specifies, all in the form prescribed by Franchisor;

12.3.3 No later than the 21st day of each month, a profit and loss statement reflecting all Gross Sales during the preceding calendar months and such other information as Franchisor may specify for the preceding calendar month. Franchisee shall prepare profit and loss statements on an accrual basis and in accordance with GAAP;

12.3.4 Within 60 days after the end of each fiscal year of Franchisee, financial statements compiled or reviewed by an independent certified public accountant, showing the results of operations, including the balance sheet, statement of income and retained earnings and statement of cash flow (and, for each, the supporting notes) relating to the Franchised Bakery-Café during the fiscal year. If Franchisee does not, in the ordinary course, obtain financial statements complied or reviewed by an independent certified accountant, then Franchisee may provide internally prepared financial statements which shall be certified as true and correct by Franchisee or Franchisee's principal executive officer or chief financial officer if Franchisee is a corporation, partnership or limited liability company. Franchisor shall have the right at any time to require an audited annual statement to be provided to it, at Franchisee's expense;

12.3.5 Within 60 days after their filing for each year during the Term of this Agreement, Franchisee's signed federal and state income tax returns (including all forms and schedules) as filed with the Internal Revenue Service and state and local governments, and all other federal, state and local sales and use and income tax reports that Franchisee is required to file; and

12.3.6 Other forms, statements, reports, records, information, and data as Franchisor may

reasonably designate.

12.4 Franchisor and its agents shall have the right at all reasonable times to examine and copy, at the expense of Franchisor, the books, records, accounts and/or business tax returns of Franchisee. Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee. If an inspection should reveal that any contributions or payments have been understated in any statement or report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less. If an inspection discloses an understatement in any statement or report of 2% or more, Franchisee shall, in addition to repayment of monies owed with interest, immediately upon request by Franchisor, reimburse Franchisor for any and all costs and expenses connected with the inspection (including travel, lodging and wages expenses, and reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

12.5 All data provided by Franchisee to Franchisor will be owned exclusively by Franchisor, and Franchisor shall have the right to use such data in any reasonable business related manner Franchisor deems appropriate without compensation to Franchisee, provided that Franchisor shall use reasonable efforts to avoid public dissemination of any confidential financial information in a manner that would identify Franchisee as the source of such information. Franchisor has the right to share or disclose such data and information with third parties, including consultants and existing and potential System Franchisees.

## 13. MARKETING AND PROMOTION

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

13.1 Franchisor reserves the right to require that Franchisee expend or contribute, during each month, on advertising and promotion an amount as set forth herein to advertise and to promote the Franchised Bakery-Café (together, the "**Advertising Obligation**"). The Advertising Obligation shall be in the form of the following, and in such proportions as may be designated by Franchisor in writing from time to time: (i) contributions paid to the Fund, pursuant to Section 13.2 below, (ii) expenditures by Franchisee on "local advertising and promotion" pursuant to Section 13.3, and/or (iii) contributions paid to any Cooperative, as may be established pursuant to Section 13.4 below. Franchisee understands and acknowledges that the Advertising Obligation is the minimum requirement only, and that Franchisee may, and is encouraged to, expend additional funds for marketing and promotion.

13.2 Franchisor may establish a marketing fund for the System (the "**Fund**"). During the existence of the Fund, Franchisee shall contribute each period to the Fund in the manner specified in Sections 4.3 and 4.5, an amount equal to up to 3% of the Gross Sales as Franchisor may specify in writing (the "**Ad Fund Fee**"). The Fund shall be maintained and administered by Franchisor as follows:

13.2.1 Franchisor shall direct all marketing programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisor is not obligated, in administering the Fund, to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular System Franchisee benefits directly or pro rata from expenditures by the Fund;

13.2.2 Contributions to the Fund are not held by Franchisor in trust and Franchisor does

not have any fiduciary obligation to Franchisee with respect to contributions to the Fund. Franchisee's Contributions to the Fund are non-refundable and, once received by Franchisor, will be used in accordance with this Agreement;

13.2.3 The Fund, all contributions thereto, and any earnings thereon, shall be used exclusively to meet any and all costs of (i) maintaining, administering, directing, conducting and preparing marketing, advertising, public relations, and/or promotional programs and materials, and (ii) any other activities, which Franchisor believes will enhance the image of the System, Tous Les Jours Bakery-Cafés, the Proprietary Marks and Products, including, among other things, the costs of preparing and conducting media marketing campaigns (including Social Media); reasonable salaries and benefits for personnel who manage and administer the Fund; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies to assist therein; sponsorship of organizations and events, including without limitation athletic teams, fund raising activities, tournaments and other similar activities; purchasing promotional items; conducting and administering in-Tous Les Jours Bakery-Café promotions; and providing promotional and other marketing materials and services to Tous Les Jours Bakery-Cafés operating under the System;

13.2.4 Franchisee shall contribute to the Fund by separate payment made payable (or as otherwise directed for payment) to Franchisor. All sums paid by Franchisee to the Fund shall be accounted for separately and shall not be used to defray any of the expenses of Franchisor, except for such reasonable costs and overhead, if any, as Franchisor may incur in activities reasonably related to the direction and implementation of the Fund and marketing programs for System Franchisees and the System, including costs of personnel for creating and implementing marketing, advertising and promotional programs. Franchisor shall maintain separate bookkeeping accounts for the Fund;

13.2.5 Franchisor has the right, but no obligation, to use collection agents and institute legal proceedings at the Fund's expense to collect Fund contributions. Franchisor also may forgive, waive, settle, and compromise all claims by or against the Fund. Except as expressly provided in this Subsection, Franchisor assumes no direct or indirect liability or obligation to Franchisee for collecting amounts due to, maintaining, directing, or administering the Fund. Franchisor may at any time defer or reduce contributions of a Tous Les Jours Bakery-Café Franchisee and, upon 30 days' prior written notice to Franchisee, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If Franchisor terminates the Fund, Franchisor will distribute all unspent monies to System Franchisees, and to Franchisor and Franchisor's affiliates, in proportion to their, and Franchisor's, respective Fund contributions during the preceding 12-month period.

13.2.6 If Franchisor spends less than the total of all contributions to the Fund during any fiscal year, it has the right to retain those contributions for use in subsequent years. If Franchisor spends more than the contributions accumulated in the Fund during any fiscal year, it will have the right to receive from the Fund reimbursement or credit during the same or subsequent years to the extent of the excess expenditure.

13.2.7 An unaudited summary report on the operation of the Fund will be prepared annually and will be made available to Franchisee on request ninety (90) to one hundred twenty (120) days after fiscal year end.

13.2.8 Franchisee authorizes Franchisor to collect, for remission to the Fund, any advertising or promotional monies or credits offered by any supplier based upon Franchisee’s purchases. Any advertising or promotional monies or credits Franchisor collects from any supplier based upon Franchisee’s purchases will not be credited toward Franchisee’s required contribution to the Fund.

13.2.9 Franchisor may establish an advertising council of franchisees. If established, the council will advise Franchisor on advertising policies, and Franchisees will elect the members of the council. The council will be advisory and have no operational or decision-making power. The council will operate under its own by-laws, but Franchisor will have the right to change or dissolve the council.

13.3 With respect to "**local advertising and promotion**" for the Franchised Bakery-Café, Franchisee shall comply with the following:

13.3.1 Each fiscal quarter, Franchisor reserves the right to require Franchisee to spend an amount equal to up to 2% of Gross Sales from the immediately preceding quarter on local advertising and promotion as Franchisor may specify in accordance with Section 13.1 above. For any fiscal quarter in which Franchisee is required to make expenditures on local advertising and promotion, Franchisee shall submit to Franchisor detailed reports within 14 days following the close of each fiscal quarter, in accordance with the procedures set forth in Section 4.5 or as otherwise specified by Franchisor, describing the amount of money expended on advertising, marketing and promotion during such quarter (or other time period specified by Franchisor). Additionally, at the request of Franchisor or as Franchisor may specify in the Manuals, Franchisee shall submit receipts, bills, statements, invoices or other documentation satisfactory to Franchisor to evidence Franchisee's advertising or marketing activities;

13.3.2 As used in this Agreement, the term "local advertising and promotion" shall refer to advertising and promotion related directly to the Franchised Bakery-Café, and shall, unless otherwise specified, consist only of the direct costs of purchasing advertising materials (including, but not limited to, camera-ready advertising and point of sale materials), media (space or time), promotion, direct out-of-pocket expenses related to costs of advertising and sales promotion (including, but not limited to, advertising agency fees and expenses, cash and "in-kind" promotional payments to landlords, postage, shipping, telephone and photocopying), and such other activities and expenses as Franchisor, in its sole discretion, may specify. Franchisor may provide to Franchisee, in the Manuals or otherwise in writing information specifying the types of advertising and promotional activities and costs which shall not qualify as "local advertising and promotion," including, without limitation, the value of advertising coupons, discounts given to customers, and the costs of products provided for free or at a reduced charge for charities or other donations;

13.3.3 Subject to Franchisor's prior written approval, Franchisee shall obtain and maintain a business listing in Franchisee's local directories and digital platforms under the name "Tous Les Jours." If other Tous Les Jours Bakery-Cafés are located in the area of the Franchised Bakery-Café, Franchisee must participate in any local advertising group or cooperative that Franchisor establishes, if Franchisor requires Franchisee's participation. Franchisee's participation may include paying its pro rata share of local advertising. Franchisee shall not solicit the Franchised Bakery-Café through a toll-free number, direct mail or other advertising method without Franchisor's prior written consent.

13.3.4 Upon written notice to Franchisee, Franchisor may require Franchisee to participate in mandatory promotions and marketing programs as Franchisor may develop and implement from time to time.

13.4 Franchisor shall have the right to designate any geographical area for purposes of establishing a market advertising fund ("**Cooperative**"). If a Cooperative is established for the geographic area in which the Franchised Bakery-Café is located, Franchisee shall become a member of such Cooperative within 30 days after the date on which the Cooperative commences operation. In no event shall Franchisee be required to be a member of more than one Cooperative in connection with the Franchised Bakery-Café. Each Cooperative shall be organized and governed in a form and manner prescribed or approved by Franchisor in writing, and Franchisor may set the amount (but not to exceed 2% of the Gross

Sales) the members of each Cooperative must contribute. Each Cooperative's members and elected officers shall be responsible for the Cooperative's administration, provided that Franchisor shall have the right to dissolve, change and reform the Cooperative. The Tous Les Jours Bakery-Cafés owned by Franchisor and its affiliates in the same geographic area covering the Cooperative will have the same voting power as the franchisee members of the Cooperative. In no event (including when the Tous Les Jours Bakery-Cafés owned by Franchisor and its affiliates have controlling voting power in the Cooperative) shall the contribution amount exceed 2% of the Gross Sales. Franchisor may require a Cooperative to merge with another Cooperative servicing an adjacent or proximate area, or to subdivide a Cooperative into smaller groupings. Franchisor may dissolve a Cooperative when Franchisor simultaneously dissolves all advertising Cooperatives. Any disputes arising among or between Franchisee, other System Franchisees in the Cooperative, and/or the Cooperative, shall be resolved in accordance with the rules and procedures set forth in the Cooperative's governing documents. Franchisee shall submit to the Cooperative the amount required of Franchisee under this Agreement at such times as determined by Franchisor, together with such other statements or reports as may be required by Franchisor, or by the Cooperative with Franchisor's prior written approval.

13.5 All marketing and promotion to be used by Franchisee, the Fund or a Cooperative shall be in such media and geographic scope, and of such type and format as Franchisor may approve, shall be conducted in a dignified manner, and shall conform to such standards and requirements as Franchisor may specify in the Manuals or otherwise. A Cooperative must obtain Franchisor's written approval of the copy and proposed media or method of distribution for advertising and promotion it creates, following the same procedures Franchisee must follow for materials Franchisee creates, as described herein. A Cooperative must assign to Franchisor any copyright, trademark or service mark rights in any materials it creates, without compensation, and permit Franchisor and other Tous Les Jours franchisees which it authorizes to use these materials without compensation. In connection with all direct mail or distribution marketing campaigns, Franchisee and all Cooperatives must obtain Franchisor's approval of the geographic scope or zip codes covered by such campaigns. Marketing and promotion by e-mail or other electronic media is subject to the provisions of this Section 13.5. Franchisee shall not use any marketing or promotional plans or materials that are not provided by Franchisor unless and until Franchisee has submitted the materials to Franchisor, pursuant to the procedures and terms set forth in Section 13.7 herein.

13.6 Franchisor may make available to Franchisee from time to time, marketing plans and promotional materials, including newspaper mats, coupons, merchandising materials, sales aids, point-of-purchase materials, special promotions, direct mail materials and similar marketing and promotional materials produced from contributions to the Fund; provided that Franchisee acknowledges and agrees that it shall be reasonable for Franchisor to not provide any such materials to Franchisee during any period in which Franchisee is not in full compliance with its obligations to contribute to the Fund or in which Franchisor does not require contributions from Franchisee.

13.7 If Franchisee desires to use marketing and promotional plans and materials that have not been provided or previously approved by Franchisor, Franchisee shall submit samples of all such marketing and promotional plans and materials to Franchisor for Franchisor's prior written approval (except with respect to prices to be charged). In connection with all television and video marketing campaigns (such as YouTube), Franchisee shall submit the final product of all such marketing and promotional plans and materials to Franchisor for Franchisor's written approval (except with respect to prices to be charged) prior to the airing, posting or disclosure to the public. If written notice of approval is not received by Franchisee from Franchisor within 10 days of the date of receipt by Franchisor of such samples or materials, Franchisor shall be deemed to have disapproved them.

13.8 Franchisee specifically acknowledges and agrees that any Website shall be deemed "**advertising**" under this Agreement, and will be subject to (among other things) Franchisor's approval

under the provisions of Section 13.7 above. In connection with any Website, Franchisee agrees to the following:

13.8.1 Franchisor shall have the right, but not the obligation, to establish and maintain a Digital Presence, which may, without limitation, promote the Proprietary Marks, any or all of the Products, Tous Les Jours Bakery-Cafés, the franchising of Tous Les Jours Bakery-Cafés and/or the System ("**System Digital Presence**"). Franchisor shall have the sole right to control all aspects of the System Digital Presence, including, without limitation, its design, content, functionality, links to the Digital Presences of third parties, legal notices, and policies and terms of usage. Franchisor shall also have the right to discontinue operation of the System Digital Presence;

13.8.2 Without Franchisor's prior written approval, Franchisee shall not establish any separate Digital Presence that displays or uses the Proprietary Marks, or any marks confusingly similar thereto, or that refers to this Agreement, the Products, Franchisor, or the System. Franchisee shall not separately register any domain names or any portion of any domain name containing the Proprietary Marks or participate or market on any Digital Presence or other form of electronic media (including, without limitation, through the use of Social Media, social technology, social networking platforms, email marketing sites or other forms of electronic media not yet developed) using the Proprietary Marks without Franchisor's prior written consent. If Franchisee registers any domain name in violation of this subsection, in addition to all other rights and remedies of Franchisor under this Agreement, Franchisor shall have the right to require Franchisee to transfer any such registration(s) or ownership to Franchisor or its designee, at Franchisee's expense. If Franchisor grants approval for a Digital Presence, Franchisee may not use any of the Proprietary Marks on the Digital Presence except as Franchisor expressly permits and may not post any of Franchisor's proprietary, confidential or copyrights material or information on Franchisee's Digital Presence. Franchisee's approved Digital Presence shall, at all times, conform to all of Franchisor's Digital Presence requirements, whether set forth in the Manuals or otherwise. Notwithstanding the foregoing, Franchisor may at any time revoke the grant for the approval of any Digital Presence and/or require transfer of any such registration or ownership;

13.8.3 Franchisor shall have the right, but not the obligation, to designate one or more location-specific page(s) within the System Digital Presence to describe Franchisee and/or the Franchised Bakery-Café. Franchisee shall comply with all System Standards and Franchisor policies with respect to the creation, maintenance and content of any such pages; and Franchisor shall have the absolute right to refuse to post and/or discontinue posting any content and/or the operation of any such pages;

13.8.4 Franchisee's general conduct on the Internet and in the use of any forms of electronic media and Digital Presence (including, without limitation, through the use of Social Media, social technology, social networking platforms, email marketing sites or other forms of electronic media not yet developed) is subject to terms and conditions of this Agreement and all other rules, requirements or policies that Franchisor may identify from time to time. Franchisor may, at any time after Franchisee commences use of any approved electronic media, prohibit further use, effective upon receipt of written notice by Franchisee; and

13.8.4 Franchisor shall have the right to modify its policies and requirements regarding Digital Presence and electronic media as Franchisor may determine necessary or appropriate.

13.9 Franchisee acknowledges and agrees that any and all copyrights in and to advertising and promotional materials developed by or on behalf of Franchisee which bear the Proprietary Marks shall be the sole property of Franchisor, and Franchisee agrees to execute such documents (and, if necessary, require its independent contractors to execute such documents) as may be deemed reasonably necessary by Franchisor to give effect to this provision. Any advertising, marketing, promotional, public relations, or

sales concepts, plans, programs, activities, or materials proposed or developed by Franchisee for the Franchised Bakery-Café or the System and approved by Franchisor may be used by Franchisor and other System Franchisees without any compensation to Franchisee.

13.10 From time to time during the Term, Franchisor shall have the right to establish and conduct promotional campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. Franchisee shall participate in the promotional campaigns upon the terms and conditions that Franchisor may establish. Franchisee acknowledges and agrees that participation may require Franchisee to purchase point of sale advertising material, posters, flyers, product displays and other promotional materials.

## 14. INSURANCE

14.1 Franchisee shall procure, prior to the commencement of construction or any operations under this Agreement, and shall maintain in full force and effect at all times during the Term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee and Franchisor against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Franchised Bakery-Café, including, but not limited to, comprehensive general liability insurance, property and casualty insurance, statutory workers' compensation insurance, and product liability insurance on an "occurrence basis." Such policy or policies (i) shall be written and issued by an insurance carrier or carriers authorized to conduct business in the state in which the Franchised Bakery-Café is located and be rated "A-" (Excellent) or better by A.M. Best and Company, Inc. or its successor; (ii) shall name Franchisor and its affiliates, their permitted successors and assigns, and other parties as may be determined by Franchisor as additional insureds; and (iii) shall provide at least the following types and minimum amounts of coverage:

A. Broad form comprehensive general liability, including contractual liability, property damage, personal and advertising injury, completed operations, products liability and fire damage coverage, with limits of no less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in aggregate with a maximum of Five Thousand Dollars ($5,000) deductible per occurrence;

B. All risk coverage on all personal property and improvements covering the Franchised Bakery-Café and Premises and contents thereof, including, without limitation, all supplies, inventory, fixtures, and equipment, with limits of not less than the full replacement value (or greater, if required by applicable law or the lease for the Premises of the Franchised Bakery-Café);

C. Automobile liability insurance with limits no less than $1 million dollars combined single limit for any owned, hired, or non-owned automobile used in connection with the Franchised Bakery-Café

D. Business interruption in amounts not less than is sufficient to meet the co-insurance requirements of Franchisee's policies, and which business interruption insurance covers at least six (6) months of rent, royalties and advertising fees, and contain a replacement value endorsement in an amount not less than ninety percent (90%) of the replacement value thereof, and any loss shall be payable to Franchisor and Franchisee as their interests may appear;

E. Workers' Compensation and Disability Insurance as may be required by law;

F. Umbrella/excess liability policy with limits no less than Two Million Dollars ($2,000,000) per occurrence and in the aggregate;

G. Employment practices liability insurance, including third-party coverage, with limits not less than $1 million dollars per occurrence if you operate multiple Bakery-Café locations, and $500,000 per occurrence if you operate a single location;

H. Cyber liability insurance with limits no less than One Million Dollars ($1,000,000) per occurrence if Franchisee operates multiple Bakery-Café locations, and Five Hundred Thousand Dollars ($500,000) per occurrence if Franchisee operates a single location; and

F. Any other insurance coverage as required by the landlord of the Premises, and by the applicable state, federal or local municipality in which the franchised Premises are located.

14.2 Franchisee's obligation to obtain and maintain the policy or policies set forth above or otherwise in the Manuals shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 21.3 of this Agreement.

14.3 Franchisee shall deliver to Franchisor Certificates of Insurance evidencing the proper types and minimum amounts of coverage so that Franchisor receives proof of Franchisee's compliance with this section: (i) prior to the commencement of any operations under this Agreement, (ii) thereafter on an annual basis on ethe expiration, renewal or replacement of each policy, and (iii) within 10 days after Franchisor makes any demand therefor. Franchisee shall also maintain Certificates of Insurance evidencing the proper types and minimum amounts of coverage at the Franchised Bakery-Café and furnish to Franchisor a copy. All Certificates of Insurance shall expressly stipulate that no less than 30 days' prior written notice shall be given to Franchisor in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.

14.4 Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised by Franchisor in the Manuals or otherwise in writing, Franchisor shall have the right and authority (but not the obligation) to procure such insurance and to charge same to Franchisee, which charges, together with a ten percent (10%) administrative fee for the expenses of Franchisor in so acting, shall be payable by Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

14.5 The insurance shall cover the acts or omissions of each and every one of the persons who perform services of any nature at the Franchised Bakery-Café, and shall protect against all acts of any persons who patronize the Franchised Bakery-Café and shall contain a waiver of subrogation against Franchisor.

14.6 Franchisor reserves the right to demand that Franchisee obtain insurance from time to time which is different in coverage, risks, amount or otherwise from the foregoing in order to protect fully the parties having insurable interests in the Franchised Bakery-Café, provided such insurance is reasonably common in the area for similar operations.

14.7 Franchisee shall immediately notify Franchisor, in writing, of any accidents, injury, occurrence or claim that might give rise to a liability or claim against Franchisor or which could materially affect Franchisee's business, and such notice shall be provided no later than the date upon which Franchisee notifies Franchisee's insurance carrier.

## 15. TRANSFER OF INTEREST

15.1 Franchisor has the right to transfer or assign its rights or obligations under this Agreement to any person or entity, and Franchisor's interest will bind and inure to the benefit of any transferee, successor or assignee. After Franchisor's transfer or assignment of this Agreement to a person or entity who expressly assumes the obligations under this Agreement, Franchisor will have no further obligation under this Agreement. Franchisee further agrees and affirms that Franchisor may sell itself, its assets, the Proprietary Marks and/or the System to a third-party; may go public, may engage in private placement of some or all of its securities; may merge, acquire other corporations or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. Franchisee further agrees and affirms that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or noncompetitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as Tous Les Jours Bakery-Cafés operating under the Proprietary Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which Franchisee acknowledges may be proximate to any Tous Les Jours Bakery-Café. With regard to any of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or related to the loss of Franchisor's name, the Proprietary Marks (or any variation thereof) and the System and/or the loss of association with or identification of Franchisor under this Agreement.

15.2 Franchisee understands and acknowledges that the rights granted to Franchisee under this Agreement are personal and are granted in reliance upon, among other considerations, the individual or collective character, skill, aptitude, attitude, experience, business ability and financial condition and capacity of Franchisee and, if Franchisee is not an individual, that of Owner. Accordingly, neither Franchisee, nor any individual, partnership, corporation, limited liability company or other legal entity which directly or indirectly owns any interest in Franchisee or in the Franchised Bakery-Café shall sell, assign, transfer, convey, pledge, encumber, merge or give (collectively, "**transfer**") away any direct or indirect interest in Franchisee (including any direct or indirect interest in a corporate, partnership or limited liability company Franchisee), in the Franchised Bakery-Café, or in all or substantially all of the assets of the Franchised Bakery-Café or the business franchised hereunder, without the prior written consent of Franchisor. Any such transfer without the prior written consent of Franchisor shall be deemed null and void, not binding on Franchisor or its affiliates.

15.3 Franchisee shall notify Franchisor in writing of any proposed transfer of any direct or indirect interest in this Agreement, in Franchisee, in the Franchised Bakery-Café, or in all or substantially all of the assets of the Franchised Bakery-Café at least 45 days before such transfer is proposed to take place. Franchisor shall review any proposed transfer to determine whether the proposed terms and transferee(s) meets Franchisor's standards. If a transfer, alone or together with other previous, simultaneous or proposed transfers, would have the effect of changing control of Franchisee (which shall mean a change in the majority of voting ownership in the Franchisee), results in the assignment of the rights and obligations of Franchisee under this Agreement or transfers the ownership interest in the Franchised Bakery-Café or all or substantially all of the assets of the Franchised Bakery-Café or the business franchised hereunder, Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval:

15.3.1 That Franchisee shall not have any past due monetary obligations or other outstanding obligations to Franchisor, its affiliates, the approved suppliers of the System, or the lessor (or sublessor) of the Premises;

15.3.2 That Franchisee shall not be in default of any provision of this Agreement, or successor hereto, or any other agreement between Franchisee and Franchisor, or Franchisor's affiliates, the approved suppliers of the System, or the lessor (or sublessor) of the Premises; and Franchisee shall have substantially complied with all the terms and conditions of such agreements during the terms thereof;

15.3.3 That each transferor and transferee (and, if the transferor/transferee is other than an individual, the transferor/transferee and such owners of beneficial interest in the transferor/transferee as Franchisor may request) shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, agents, and employees;

15.3.4 Additionally, at the option of Franchisor, Franchisee shall execute, for a term ending on the expiration date of this Agreement, the form of franchise agreement then being offered to new System Franchisees, and such other ancillary agreements required by Franchisor, except that the continuing Royalty Fee and Advertising Obligation under the then-current franchise agreement shall not be greater than that provided in Articles 4 and 13 herein for the remainder of what would have been the initial term of this Agreement. Franchisor, however, shall have the right to reasonably increase the same, in conformity with the System, during any renewals of the Agreement;

15.3.5 Franchisee, such assignee, transferee or purchaser and any and all stockholders or partners thereof, shall execute a general release in favor of Franchisor, its officers, directors, and employees, of any and all claims and causes of action that they may have against Franchisor or its subsidiary or affiliated corporations in any way relating to this Agreement or the performance or non-performance under this Agreement by Franchisor

15.3.6 Assignee, transferee or purchaser shall not be engaged in a Competitive Business (defined in Section 18.2.3) as Franchisor either as a franchisor, licensor, independent operator or franchisee of any chain or network which is similar in nature or in competition with Franchisor except that the assignee, transferee or purchaser may be an existing franchisee of Franchisor;

15.3.7 Prior to the effective date of the assignment, transfer or sale, the assignee, transferee, or purchaser must satisfactorily complete Franchisor's training program required of all new franchisees;

15.3.8 Assignee, transferee, or purchaser shall, prior to any such assignment, pay to Franchisor a non-refundable training and transfer fee equal to fifty percent (50%) of the then-current Initial Franchise Fee; and

15.3.9 That Franchisee and the transferee satisfy all of the conditions for Franchisor's consent to the transfer and consummate the transfer within 30 days of the date on which the transferee completes the training requirements described in Section 15.3.8 hereof; and

15.3.10 That transferee(s) shall agree in writing to comply with the covenants set forth in Section 18 below.

15.3.11 Franchisor may require the transferee to complete a Refresh, Remodel or renovation in the amount and scope as determined by Franchisor and consistent with its standards.

15.4 For any transfer not included in Section 15.3, each transferee shall, in addition to the requirement of obtaining Franchisor's consent as provided in Section 15.2, be subject to the requirements of Sections 15.3.3 and 15.3.4 (with respect to execution of personal guarantees) above.

15.5 Neither Franchisee nor any Owner shall grant a security interest in, or otherwise encumber, any of the assets or securities of Franchisee, including the Franchised Bakery-Café unless Franchisee satisfies the requirements of Franchisor. Such requirements may include, without limitation, execution of an agreement by the secured party in which it acknowledges the Franchisee's obligations under this Article

15, and agrees that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure any default of Franchisee, and, in the event Franchisor exercises such option, any acceleration of indebtedness due to Franchisee's default shall be void.

15.6 If any party holding any direct or indirect interest in this Agreement, in Franchisee, in the Franchised Bakery-Café or in all or substantially all of the assets of the Franchised Bakery-Café desires to accept any bona fide offer from a third party to purchase such interest, Franchisee shall notify Franchisor as provided in Section 15.3 hereof, and shall provide such information and documentation relating to the offer as Franchisor may require (e.g. term sheet, letter of intent, proposed asset purchase agreement). Franchisor shall have the right and option, exercisable within 30 days after receipt of the written transfer request and the required information and documentation related to the offer (including any information that Franchisor may reasonably request to supplement or clarify information provided to Franchisor with the written transfer request), to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party; provided, however, a spouse, domestic partner, parent or child of the seller shall not be considered a third party for purposes of this Section 15.6. If Franchisor elects to purchase the seller's interest, closing on such purchase shall occur within 45 days from the date of notice to the seller of the election to purchase by Franchisor, or, if longer, on the same timetable as contained in the bona fide offer. If Franchisor elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from the third party or by Franchisee, or a change in the identity of the third party shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the third party's initial offer. If the sale to the purchaser is not completed within 120 days after delivery of the offer, Franchisor shall again have the right of first refusal under this Section 15.6. Failure of Franchisor to exercise the option afforded by this Section 15.6 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Article 15, with respect to a proposed transfer.

15.7 The consent of Franchisor to any transfer pursuant to this Article 15 shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be a waiver of the right of Franchisor to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

15.8 All materials required for any offering of securities or partnership interests in Franchisee by federal or state law shall be submitted to Franchisor by the offeror for review prior to filing with any government agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for review prior to their use. No offering shall imply, by use of the Proprietary Marks or otherwise, that Franchisor is participating in an underwriting, issuance or offering of securities of either Franchisee or Franchisee's affiliates; and review by Franchisor of any offering shall be limited solely to the subject of the relationship between Franchisee and Franchisor. At its option, Franchisor may require the offering materials to contain written statements or disclaimers prescribed by Franchisor including, but not limited to, any limitations stated above in this Section. Franchisee and the other participants in the offering must fully indemnify Franchisor in connection with the offering. For each proposed offering, Franchisee shall reimburse Franchisor for its actual costs and expenses associated with reviewing the proposed offering materials, including legal and accounting fees. Franchisee shall give Franchisor written notice at least 60 days prior to the date of commencement of any offering or other transaction covered by this Section 15.8. Any such offering shall be subject to prior written consent of Franchisor and right of first refusal as provided in Sections 15.2, 15.3, 15.4 and 15.6, respectively, hereof.

15.9 If Franchisee is a corporation, partnership or limited liability company: (1) an original Owner approved by Franchisor must at all times during the Term of this Agreement have a controlling interest in Franchisee; and (2) Franchisee shall require each Owner holding an interest in Franchisee to

execute a covenant with Franchisor agreeing not to transfer any interest in Franchisee in violation of the terms of this Agreement.

15.10 If Franchisee, any Owner, or any person holding any interest (direct or indirect) in Franchisee becomes a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the U.S. or elsewhere, it is the parties' understanding and agreement that any transfer of the ownership of Franchisee, Franchisee's obligations and/or rights hereunder and/or any material assets of Franchisee, shall be subject to all of the terms of this Article 15.

15.11 Notwithstanding anything to the contrary in this Agreement, no transfer shall be made if the transferee (including its shareholders), any of its affiliates, or the funding sources for either is a person or entity designated with whom Franchisor, or any of its affiliates, are prohibited by law from transacting business.

15.12 In addition to the requirements of this Article, Franchisee must, within fifteen (15) days of receipt of an offer to buy, give Franchisor additional written notice whenever Franchisee has received an offer from a third party to buy Franchisee's business franchised under this Agreement. Franchisee must also give Franchisor written notice simultaneously with any offer to sell the Franchised Bakery-Café made by, for, or on behalf of Franchisee. The purpose of this Subsection is to enable Franchisor to comply with any applicable state or federal franchise disclosure law or rules. Franchisee will indemnify and hold Franchisor harmless for Franchisee's failure to comply with this Subsection.

## 16. DEFAULT AND TERMINATION

16.1 Termination by Franchisor: No Opportunity to Cure. Franchisor has the right to terminate this Agreement without affording Franchisee any opportunity to cure the default, effective on Franchisor's sending of notice of termination to Franchisee (or the earliest date permitted by applicable law) if:

A. Franchisee violates the restrictions related to the use of confidential information or trade secrets in the Confidentiality and Non-Competition Agreement attached hereto as Exhibit G-1 or Article 18 of this Agreement or any of Franchisee's Owners or covenanting personnel violates the covenants set forth therein.

B. Franchisee copies or permits others to copy any portion of the Manuals, except for forms and similar items included in them for the express purpose of copying, or fail to take all necessary precautions to ensure that the Manuals are kept free from theft, unauthorized copying, unauthorized access, fire, or other acts that may jeopardize the confidentiality of its contents.

C. Franchisee or any of Franchisee's Owners: (i) is convicted of or plead no contest to a felony or a crime involving fraud or moral turpitude; (ii) is convicted of or plead no contest to any other offense or crime or engage in other conduct that Franchisor deems likely to reflect materially and unfavorably on the goodwill or reputation of the System; (iii) commits fraud in relation to the Franchised Bakery-Café or its customers, or otherwise engages in conduct that, in Franchisor's determination, materially impairs the goodwill related to the System; (iv) makes, or has made, any material misrepresentation to Franchisor related to the Franchised Bakery-Café or this Agreement; or (v) knowingly maintains false books or records, or submits any false reports to Franchisor related to the Franchised Bakery-Café.

D. Franchisee fails to remain open for business as required by this Agreement or as may be required by the Manuals, as may be limited by local law or the prime landlord, or abandons the Franchised Bakery-Café or vacates the Franchised Bakery-Café or for three (3) or more consecutive days

(or for such other period as would be grounds for termination of Franchisee's sublease).

E. Franchisor issues Franchisee two (2) or more written notices of default under this Agreement for the same or a similar cause or reason in any consecutive 12 month period, whether or not cured.

F. Franchisee: (i) becomes insolvent by reason of an inability to pay debts as they come due; (ii) is adjudicated bankrupt; (iii) files a petition for bankruptcy protection; (iv) is the debtor in an involuntary bankruptcy petition that is not dismissed within 60 days; (v) is the debtor in an assignment for the benefit of creditors that is not dismissed within 60 days; (vi) is the subject of a voluntary or involuntary petition for reorganization or similar proceeding that is not dismissed within 60 days; (vii) is the subject of a petition for appointment of a receiver, permanent or temporary, that is not dismissed within 60 days; (viii) is are the judgment debtor in any final judgment of $10,000 or more and the judgment remains unsatisfied of record for more than 60 days, unless Franchisee obtains an appeal bond covering the amount of Franchisee's liability; (ix) has Franchisee's bank accounts, property, or receivables attached and the attachment proceedings are not dismissed within 60 days; (x) has an execution levied against Franchisee's business or property and the execution is not dismissed within 60 days; or (xi) is the subject of any suit to foreclose any lien or mortgage related to the Franchised Bakery-Café or the property thereof, and the suit is not dismissed within 60 days.

G. Franchisee's or any of Franchisee's Owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or Franchisee or any of Franchisee's Owners otherwise violate any such law, ordinance, or regulation.

H. The uncured default by Franchisee under any lease or sublease of the Franchised Bakery-Café which could possibly result in the loss by Franchisee of the right to possess for any reason whatsoever, or Franchisee's interest (or Franchisee's affiliate's interest) in the lease or sublease for the Accepted Location is terminated or expires or Franchisee otherwise loses possession of the Accepted Location.

I. Franchisee fails to open the Franchised Bakery-Café by the later of the Opening Deadline or any extension of time granted to Franchisee by Franchisor, if any.

J. Franchisee, Franchisee's affiliates, and/or any entities owned by or affiliated with any of Franchisee's Owners default under any other agreement between Franchisor and/or its affiliates, whether or not related to the Franchised Bakery-Café, and fail to cure such default within any applicable cure periods (if any) under such agreement, provided that such default or failure to cure such default would permit Franchisor or its affiliate to terminate such agreement.

K. Franchisee operates the Franchised Bakery-Café in any manner that Franchisor determines in its reasonable discretion poses a threat or danger to public health or safety, including, without limitation, if a public official requires Franchisee to close the Franchised Bakery-Café as a result of Franchisee's violation of any laws relating to public health or safety.

L. Franchisee misuses or makes any unauthorized use of the Marks.

M. Franchisee, any Owner or other party covered by Article 15 purports to transfer any rights or obligations under this Agreement, or any interest in Franchisee, Owner, the Franchised Bakery-Café or the assets of the Franchised Bakery-Café to any third party in a manner that is contrary to the terms of Article 15 hereof.

N. Franchisee is found to be under-reporting Gross Sales by two percent (2%) or more, or Franchisee knowingly maintains false books or records, or submits any false reports to Franchisor.

16.2 Termination by Franchisor: Opportunity to Cure Within Cure Period. Franchisor has the right to terminate this Agreement for any of the defaults in this Section after Franchisor sends Franchisee a notice of default, if Franchisee fails to cure the default to Franchisor's reasonable satisfaction within the time specified below (or the earliest date permitted by applicable law), without further notice or opportunity to cure if:

A. If 24 hours after Franchisor sends Franchisee a notice of default, Franchisee fails to cure a default for failing to grant Franchisor immediate access to the Franchised Bakery-Café or any other place where the Franchised Bakery-Café is conducted to perform any of the inspections, audits, or copying described in this Agreement; or if in the course of an inspection, audit, or copying Franchisee fails to make the materials Franchisor requests available to Franchisor or to provide Franchisor with full cooperation in the course of the inspections, audits, or copying.

B. If 24 hours after Franchisor sends Franchisee a notice of default, Franchisee fails to cure a default for posing a threat or danger to public health or safety in relation to the construction, maintenance or operation of the Franchised Bakery-Café, or the operation of the Franchised Bakery-Café in a fashion that, in Franchisor's business judgment, in any way jeopardizes the life, health or safety of the general public, Franchisor and its staff, Franchisee's customers and/or employees (in such case, then not only may Franchisor terminate this Agreement upon notice, but Franchisee agrees that Franchisor may either beforehand or concurrently direct Franchisee to immediately close the Franchised Bakery-Café).

C. If 24 hours after Franchisor sends Franchisee a notice of default, Franchisee fails to cure a default related to any dilution or adulteration of any products, or any misrepresentation, substitution, or palming off of non-Tous Les Jours products from the Franchised Bakery-Café.

D. If 24 hours after Franchisor sends Franchisee a notice of default, Franchisee fails to cure a default related to complying fully with all applicable laws, unless there is a bona fide dispute as to the violation or legality of a law and Franchisee promptly resorts to a court or other appropriate forum having jurisdiction to contest the violation or illegality.

E. If 5 calendar days after Franchisor sends Franchisee a notice of default, Franchisee fails to cure a default related to (i) selling, bartering, or exchanging, or attempting to sell, barter, or exchange, any TM Products or other proprietary items or supply at wholesale or retail, except as contemplated by this Agreement, (ii) failing to purchase all required goods and supplies, including without limitation, the TM Products, from Franchisor, its affiliates, or its designated or approved suppliers, or (iii) using any unapproved products in the Franchised Bakery-Café.

F. If 5 calendar days after Franchisor sends Franchisee a notice of default, Franchisee fails to cure a default related to securing the Accepted Location as required by Section 5.1 or opening the Franchised Bakery-Café by the Opening Deadline.

G. If 5 calendar days after Franchisor sends Franchisee a notice of default, Franchisee fails to cure a default related to complying with the restrictive covenants in Article 18 and the Confidentiality and Non-Competition Agreement attached hereto as Exhibit G-1 during the Term.

H. If 10 calendar days after Franchisor sends Franchisee a notice of default, Franchisee fails to cure a default for failing to pay promptly when due all debts Franchisee owes Franchisor or Franchisor's affiliates, all undisputed debts Franchisee owes Franchisee's landlord, suppliers, creditors

or employees, and all taxes and other obligations Franchisee owes for the Franchised Bakery-Café; including, without limitation, all federal, state, and local taxes, and all accounts payable of any nature, unless Franchisee notifies Franchisor of the existence of a bona fide dispute and takes immediate action to resolve it.

I. If 10 calendar days after Franchisor sends Franchisee a notice of default, Franchisee fails to cure a default relating to obtain the signing of the covenants required in Article 18, the Confidentiality and Non-Competition Agreement attached hereto as Exhibit G-1, or the Confidentiality and Non-Disclosure Agreement attached hereto as Exhibit G-2.

J. If 10 calendar days after Franchisor sends Franchisee a notice of default, Franchisee and/or Franchisee's affiliates fails to cure a default of Franchisee or Franchisee's affiliates materially breach any other agreement with Franchisor or its affiliates, or any mortgage, deed of trust or lease covering the Franchised Bakery-Café, unless cured within any applicable notice or grace periods contained in those documents.

K. If 10 calendar days after Franchisor sends Franchisee a notice of default, Franchisee fails to cure a default under any lease or sublease of the Accepted Location or lose the right to possession thereof. If loss of possession is the result of governmental exercise of eminent domain, Franchisee may, within 360 days of the loss of possession, relocate the Franchised Bakery-Café to some other premises, subject to Franchisor's acceptance of the proposed site and compliance with the Bakery-Café opening criteria stated in this Agreement.

L. If 30 calendar days after Franchisor sends Franchisee a notice of default, Franchisee fails to cure a default relating to maintaining accurate books of account and business and accounting records as required by this Agreement.

M. If 30 calendar days after Franchisor sends Franchisee a notice of default, Franchisee or any of its Owners fails to cure a default relating to the use of abusive language when communicating with Franchisor, Franchisor's staff, or customers, or denigrating the Tous Les Jours System or portraying it in an unflattering light on the Internet or otherwise.

N. If 30 calendar days after Franchisor sends Franchisee a notice of default, Franchisee breaches any of Franchisee's other obligations to Franchisor under this Agreement (including for a quality assurance inspection failure).

16.3 The description of any default in any notice that Franchisor transmits to Franchisee will in no way preclude Franchisor from specifying additional or supplemental defaults under this Agreement or any related agreements in any action, proceeding, hearing or lawsuit relating to this Agreement or the termination of this Agreement.

16.4 Any continuance of business relations between Franchisee and Franchisor after termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless Franchisee and Franchisor agree in writing to any such renewal, extension or continuation.

16.5 If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of termination pursuant to this Article 16, Franchisor and its affiliates have the right to suspend their performance of any of their obligations under this Agreement including, without limitation, the sale or supply or any services or products for which Franchisor and its affiliates are an approved supplier to Franchisee until such time as Franchisee corrects the breach.

## 17. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination, transfer or expiration of this Agreement ("**Effective Date of Termination**"), all rights granted hereunder to Franchisee shall terminate, and Franchisee shall comply with the following obligations:

17.1 Franchisee acknowledges that its obligation to pay Franchisor liquidated damages is in addition to, not in lieu of, Franchisee's obligations to pay other amounts due to Franchisor under this Agreement up to the Effective Date of Termination and to strictly comply with any other post-termination obligations required hereunder. Should any valid, applicable law, arbitrator or regulation of a competent governmental authority having jurisdiction over this Agreement limit Franchisee's ability to pay, and Franchisor's ability to receive, such liquidated damages, Franchisee shall *be* liable to Franchisor for any and all damages which it incurs, now or in the future, as a result of Franchisee's default under this Agreement.

17.2 Franchisee shall immediately cease to operate the Bakery-Café, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former Franchisee of Franchisor in connection with the promotion or operation of any other business.

17.3 Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures, and techniques associated with the System; the Proprietary Mark "Tous Les Jours" and all other Proprietary Marks and distinctive forms, slogans, signs, symbols and devices associated with the System. In particular, Franchisee shall cease to use all signs, marketing materials, displays, stationery, forms, products and any other articles which display the Proprietary Marks.

17.4 Franchisee shall take such action as may be necessary to cancel any assumed or trade name registration or equivalent registration obtained by Franchisee which contains the mark "Tous Les Jours" or any other Proprietary Marks, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within 5 days after the Effective Date of Termination.

17.5 Other than in respect of an approved transfer, Franchisee shall, at the option of Franchisor, assign to Franchisor any interest which Franchisee has in any lease or sublease for the Premises and vacate the Premises prompt and completely, rendering all necessary assistance to Franchisor or its designee to enable it to take prompt possession. In the event Franchisor does not elect to exercise its option to acquire the lease or sublease for the Premises, Franchisee shall make such modifications or alterations to the Premises (including the changing of, and the assigning to Franchisor of, the Identifiers, including, without limitation, telephone number, telephone and other directory listings and advertisements and e-mail address) immediately upon the Effective Date of Termination as may be necessary to distinguish the appearance of the Premises from that of Tous Les Jours Bakery-Cafés under the System, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Section 17.5, Franchisor shall have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand. Franchisee and each Owner shall comply with Section 18.2.3 below regarding a Competitive Business, as defined in Section 18.2.3 of this Agreement.

17.6 Franchisee and Owner agree, in the event either party continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable or substantially similar imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which, in the sole discretion of Franchisor, is likely to cause confusion, mistake or

deception, or which, in the sole discretion of Franchisor, is likely to dilute the rights of Franchisor in and to the Proprietary Marks. Franchisee and Owner further agree not to utilize any designation of origin, description or representation (including but not limited to reference to Franchisor, the System or the Proprietary Marks) which, in the sole discretion of Franchisor, suggests or represents a present or former association or connection with Franchisor, the System or the Proprietary Marks.

17.7 Franchisee shall promptly pay all sums owing to Franchisor and its affiliates, including reasonable attorneys' fees and costs, and other expenses required under Section 17.5 above.

17.8 Franchisee shall, at its own expense, immediately (i) surrender and deliver to Franchisor hard and electronic copies (capable of being returned) of the Manuals and all other records, correspondence and instructions containing confidential information relating to the operation of the Franchised Bakery-Café (and any copies thereof, even if such copies were made in violation of this Agreement), all of which are acknowledged to be the property of Franchisor and (ii) erase such information from Franchisee's computer system and/or e-mail accounts.

17.9 Other than in respect of an approved transfer, Franchisee shall deliver to Franchisor, without charge, all Operating Assets which bear the Proprietary Marks and which Franchisor deems to be proprietary to the System. In addition, Franchisor shall have the option, to be exercised within 30 days after the Effective Date of Termination, to purchase from Franchisee any or all of the non-proprietary Operating Assets, supplies or inventory of Franchisee related to the operation of the Franchised Bakery-Café, at the lesser of Franchisee's cost or fair market value. The cost for such items shall be determined based upon a 5-year straight-line depreciation of original costs. For any Operating Asset that is 5 or more years old, the parties agree that fair market value shall be deemed to be 10% of such Operating Asset's original cost. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from Franchisee.

17.10 Franchisee (and Owners) shall comply with the covenants contained in Section 18.2 of this Agreement.

17.11 Franchisee shall maintain all financial records and reports required pursuant to this Agreement or the Manuals for a period of not less than three (3) years after the Effective Date of Termination. Franchisee shall permit Franchisor to make final inspection of Franchisee’s financial records, books, tax returns, and other accounting records at any time in the three (3) year period following the Effective Date of Termination.

17.12 Liquidated Damages. In addition to and without in any way limiting other remedies herein, Franchisee shall pay to Franchisor, as liquidated damages and not as a penalty, in addition to all sums otherwise due hereunder, the sum produced by multiplying thirty-six (36) by the average actual monthly Royalty Fees Franchisee owed during the twelve (12) months of operation preceding the Effective Date of termination or abandonment. If less than thirty-six (36) months remain in the term hereof at the time of such termination, then the number of remaining months shall be substituted for the number of thirty-six (36). Such sum shall be fully due and payable within ten (10) days of receipt of notice thereof from Franchisor. Franchisee acknowledges the reasonableness of this liquidated damages provision as a measurement of Franchisor’s lost future profits.

## 18. COVENANTS

18.1 Franchisee covenants that, during the Term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee (or, if Franchisee is other than an individual, the Designated Owner) or Franchisee's fully-trained General Manager approved by Franchisor shall devote full time and

best efforts to the management and operation of the Franchised Bakery-Café. Franchisee or its General Manager shall devote full time and best efforts to the management and operation of the business of the Franchised Bakery-Café for such minimum hours of each day that Franchisor shall specify in the Manuals and also be responsible for (i) marketing the Franchised Bakery-Café; (ii) customer service and customer relations; (iii) complying with the operation standards and the Manuals; and (iv) management of the staff. Franchisee acknowledges and agrees that the success of the Franchised Bakery-Café and the System is dependent upon the marketing, solicitation and sale of Products and services under the System. To that end, Franchisee shall use best efforts to: (1) maximize the sale of the Products and services in the Territory; (2) promote the Franchised Bakery-Café; and (3) implement recommendations from Franchisor.

18.2 Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable, specialized training and confidential information, including information regarding the operational, sales, promotional and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the Term of this Agreement and for two (2) years after the Effective Date of Termination, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity:

18.2.1 Divert or attempt to divert any present or prospective business or customer of any Tous Les Jours Bakery-Café 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 Franchisor (or any of its affiliates), the Products, the Proprietary Marks or the System;

18.2.2 Employ or seek to employ any person who is at that time employed by Franchisor or by any other System Franchisee, or otherwise encourage such person to leave his or her employment; or

18.2.3 Within the Minimum Area of Competition, directly or indirectly, either individually or in conjunction with any person or persons, firm, association, or corporation, as principal, agent, shareholder, employee, licensee, licensor, franchisee or franchisor, or in any manner whatsoever, own, maintain, engage in, be employed in, provide assistance to, participate in, lend money to, guarantee the debt or obligations of, or permit its name to be used, or have any interest in the operation of any Competitive Business (defined below), provided, however, that this prohibition shall not apply to the ownership by Franchisee, its affiliates or Owner(s) of additional Tous Les Jours Bakery-Cafés pursuant to a written and valid franchise agreement with Franchisor. For purposes of this Agreement, the term "**Competitive Business**" means any business which sells or offers to sell on-premises prepared or freshly baked pastries and baked goods (which, for clarity, includes preparation and/or baking of frozen and/or par-baked products), which may include any or all of bread, sandwiches, cakes, pastries, croissants and desserts. "**Minimum Area of Competition**" shall be deemed to be the premises of the Approved Location and the area which is within a radius of fifteen (15) miles from such premises.

18.3 The covenants contained in this Sections 18.1 and 18.2 above shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Article is held unreasonable or unenforceable by a court, agency or arbitrator having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed with the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated and made a part of this Section.

18.4 Franchisee acknowledges and agrees that the covenants and restrictions in this Article 18: (i) are reasonable, appropriate and necessary to protect the System and the interest of the Franchisor, and (ii) do not cause undue hardship on Franchisee or any of the other individuals required by this Article 18 to comply with the covenants and restrictions. Franchisee acknowledges that in the event of a breach of covenants contained in this Article 18, the damage to Franchisor would be difficult to ascertain. In addition

to the damages payable to Franchisor, Franchisor shall be entitled to seek injunctive and/or other equitable relief against the violation of any of those covenants, together with reasonable attorneys' fees and costs.

18.5 Franchisee, and its officers, members, shareholders, and/or Owners, shall execute the Confidentiality and Non-Competition Agreement as set forth in Exhibit G-1 attached hereto.

## 19. CORPORATE, LIMITED LIABILITY COMPANY, OR PARTNERSHIP FRANCHISEE

19.1 If Franchisee is a corporation, limited liability company or partnership, each shareholder, member or partner of Franchisee, and the interest of such person in Franchisee, shall be identified as Owner in Exhibit D hereto. Franchisee shall immediately furnish Franchisor with an update to the information contained in Exhibit D upon any change, provided that nothing in this Section 19.1 shall waive or otherwise limit the terms of Article 15 regarding transfers.

19.2 Franchisor has the right to require that the strategic and tactical decision makers for each Franchisee, along with those individuals who control the day-to-day development and operations of any Tous Les Jours Bakery-Café, be adequately trained and qualified. Franchisee shall designate, and shall retain at all times during the Term of this Agreement, a Designated Owner (defined below) who shall be identified in Exhibit D of this Agreement. A "**Designated Owner**" means an Owner of at least 10% ownership interest in Franchisee, who Franchisee empowers with the responsibility and decision-making authority regarding the Franchised Bakery-Café's operation and Franchisee's business. The Designated Owner must be approved by Franchisor, and Franchisee acknowledges and agrees that Franchisor shall have the right to rely upon the Designated Owner for such purposes. Additionally, Franchisee shall not remove or replace the Designated Owner identified in Exhibit D without the prior written approval of Franchisor and must designate a qualified replacement among the Owners of Franchisee if the Designated Owner can no longer fulfill his or her responsibilities under this Agreement.

19.2.1 If Franchisee owns and operates only one Franchised Bakery-Café, the Designated Owner shall directly supervise the operation of the Franchised Bakery-Café as the General Manager, or subject to Franchisor's written consent, Franchisee may hire and designate an employee who will serve as the General Manager to supervise the operation of the Franchised Bakery-Café.

19.2.2 If Franchisee is an Area Developer or owns and operates more than one Franchised Bakery-Café, then the Designated Owner may directly supervise the operation of one of the Franchised Bakery-Cafés, but Franchisee must designate a General Manager approved by Franchisor for each Franchised Bakery-Café. Notwithstanding the foregoing Franchisee and its Designated Owner shall remain fully responsible for all General Managers' performances and for the operations of the Franchised Bakery-Cafés. Each General Manager shall execute the Confidentiality and Non-Disclosure Agreement attached as Exhibit G-2 to this Agreement.

19.2.3 Franchisee's Designated Owner shall devote reasonable and adequate time to the supervision of the Franchised Bakery-Café operated by Franchisee and, without Franchisor's written consent, shall not engage in any other business.

19.3 If Franchisee is a corporation or limited liability company, Franchisee shall comply with the following requirements:

19.3.1 Franchisee shall be newly organized and its charter shall at all times provide that its activities are confined exclusively to operating the Franchised Bakery-Café, unless such provision is waived by Franchisor;

19.3.2 Copies of Franchisee's articles of incorporation, bylaws, articles of organization, operating agreement and/or other governing documents, and any amendments thereto, including the resolution of the Board of Directors or members authorizing entry into this Agreement, shall be promptly furnished to Franchisor, upon request of Franchisor;

19.3.3 Franchisee shall maintain stop-transfer instructions against the transfer on its records of any equity securities; and each stock certificate or issued securities of Franchisee shall have conspicuously endorsed upon its face a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section 19.3.3 shall not apply to a publicly-held corporation; and

19.3.4 Franchisee shall submit to Franchisor, for prior written approval, any corporate or other legal name that Franchisee proposes to use, provided, however, such name shall not include any of Franchisor's marks or any of the following (or a combination of the following) phrases or words: TLJ, Tous Les Jours, Les Jours, Jours.

19.4 If Franchisee or any successor to or assignee of Franchisee is a partnership, it shall comply with the following requirements:

19.4.1 Franchisee shall furnish Franchisor with a copy of its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto; and

19.4.2 Franchisee shall submit to Franchisor, for prior written approval, any name of the partnership or other legal name that Franchisee proposes to use, provided, however, such name shall not include any of Franchisor's marks or any of the following (or a combination of the following) phrases or words: TLJ, Tous Les Jours, Les Jours, Jours.

## 20. TAXES, PERMITS, AND INDEBTEDNESS

20.1 Franchisee shall promptly pay when due all taxes levied or assessed, including unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Bakery-Café. Franchisee must pay Franchisor or Franchisor's affiliates within 7 days after demand: (i) all sales taxes, corporate taxes, trademark license taxes, and any like taxes imposed on, required to be collected by, or paid by Franchisor or Franchisor's affiliates on account of products or services Franchisor or Franchisor's affiliates furnish to Franchisee, through sale, lease, or otherwise, or on account of Franchisor's or Franchisor's affiliates' collection of any fee related to this Agreement; (ii) any applicable franchise or like taxes, whether based on gross receipts, gross revenues, Royalty Fees, contributions to the Fund, contributions to the Cooperative, or otherwise, imposed on, required to be collected by, or paid by Franchisor or Franchisor's affiliates; and (iii) all other amounts Franchisor or Franchisor's affiliates pay or must pay for Franchisee for any reason.

20.2 Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax or similar tax (other than income tax) imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by Franchisor. All amounts in this Agreement are exclusive of any sales tax, gross receipts tax or similar tax with respect to any payment made to Franchisor.

20.3 In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event shall Franchisee permit a tax sale

or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the Premises of the Franchised Bakery-Café, or any improvements thereon.

20.4 Franchisee shall comply with all federal, state and local laws, rules and regulations, and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Bakery-Café, including licenses to do business, fictitious name registrations, sales tax permits and fire clearances.

20.5 In the event that any amounts payable by Franchisee to Franchisor hereunder are subject to withholding or other taxes that Franchisee is required to deduct from such payments, Franchisee shall promptly deliver to Franchisor copies of receipts of applicable governmental authorities for such taxes withheld or paid. Franchisee shall be responsible for and shall indemnify and hold Franchisor harmless against any penalties, interest and expenses incurred by or assessed against Franchisor as a result of Franchisee's failure to withhold such taxes or to timely remit them to the appropriate taxing authority. Franchisee shall fully and promptly cooperate with Franchisor to provide such information and records as Franchisor may request in connection with any application by Franchisor to any taxing authority with respect to tax credits, exemptions or refund available for any withholding or other taxes paid or payable by Franchisee.

## 21. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

21.1 Franchisee is an independent contractor. Franchisor and Franchisee are completely separate entities and are not fiduciaries, partners, joint venturers or agents of the other in any sense and neither shall have the power to bind the other. No act or assistance given by either party to the other pursuant to this Agreement shall be construed to alter the relationship. Franchisee shall be solely responsible for compliance with all federal, state and local laws, rules and regulations, and for Franchisee's policies, practices and decisions relating to the operation of the Franchised Bakery-Café and its business.

21.2 During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Bakery-Café pursuant to a franchise agreement from Franchisor. Franchisee agrees to take such action as may be necessary to do so, including exhibiting a notice of that fact in a conspicuous place at the Premises, the content of which Franchisor reserves the right to specify.

21.3 Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, condition or representation on the behalf of Franchisor, or to incur any debt or other obligation in the name of Franchisor; and Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee in its operation of the Franchised Bakery-Café or for any claim or judgment arising therefrom against Franchisee or Franchisor. Franchisee shall indemnify and hold Franchisor and its affiliates, and the officers, directors and employees of Franchisor and its affiliates (the "**Indemnitees**") harmless against any and all causes of action, applications, demands, claims, losses, costs, expenses, liabilities, litigation, damages or other expenses (including, but not limited to, settlement costs and attorneys' fees) arising directly or indirectly from, as a result of, or in connection with the operation of the Franchised Bakery-Café, Franchisee's conduct under this Agreement, including, without limitation, those alleged to be caused by the Indemnitees' negligence, unless (and then only to the extent that) the claims, obligations or damages are determined to be caused solely by the Indemnitees' gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. Franchisee agrees that with respect to any threatened or actual litigation, proceeding or dispute which could directly or indirectly affect any of the Indemnitees, the Indemnitees shall have the right, but not the obligation, to: (i) choose counsel; (ii) direct, manage and/or control the handling of the matter; and (iii) settle on behalf of

the Indemnitees, and/or Franchisee, any claim against the Indemnitees in their sole discretion. All vouchers, canceled checks, receipts, receipted bills or other evidence of payments for any such losses, liabilities, costs, damages, charges or expenses of whatsoever nature incurred by any Indemnitee shall be taken as prima facie evidence of Franchisee's obligation hereunder.

21.4 Franchisee recognizes that Franchisor has entered into this Agreement in reliance upon and in recognition of the fact that Franchisee will have full responsibility for the management and operation of the business, and that the amount of profit or loss resulting from the operation of the business will be directly and solely attributable to the performance of Franchisee.

21.5 Except as expressly granted in this Agreement, Franchisee recognizes that nothing contained in this Agreement shall be construed as giving to Franchisee or to any other person or entity, any right or interest in Franchisor's names, Proprietary Marks, trade secrets, methods, procedures or techniques developed by Franchisor and used in the System. Further, except as specifically set forth in Article 1 above, nothing contained in this Agreement shall be construed as limiting Franchisor's right, title or interest in the "Tous Les Jours" or "TLJ" name, Proprietary Marks, trade secrets, methods, procedures and techniques which are a part of the System or Franchisor's sole and exclusive right to register trade secrets, methods, procedures and techniques.

21.6 Franchisor shall have no liability for any sales, use, excise, gross receipts, property or other taxes, whether levied upon Franchisee, the Franchised Bakery-Café or its assets, or upon Franchisor in connection with sales made, services performed or business conducted by Franchisee.

## 22. ACCEPTANCES, APPROVALS, AND WAIVERS

22.1 Whenever this Agreement requires the prior authorization, approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such acceptance, approval or consent must be obtained in writing. Failure by Franchisor to provide acceptance, approval or consent in writing shall constitute a denial of the same.

22.2 Franchisor makes no warranties, conditions or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, acceptance, approval, consent or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefore.

22.3 No failure of Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, including any practice or action of Franchisor in its dealing with any other party, shall constitute a waiver of the right of Franchisor to demand exact compliance with any of the terms hereof. Waiver by Franchisor of any particular default of Franchisee shall not affect or impair the rights of Franchisor with respect to any subsequent default of the same, similar or different nature; nor shall any delay, forbearance, or omission of Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions or covenants hereof, affect or impair the right of Franchisor to exercise the same, nor shall such constitute a waiver by Franchisor of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Franchisor of any contributions or payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

22.4 Franchisor shall have the right to operate, develop and change the System in any manner that is not specifically precluded by this Agreement. Whenever Franchisor has reserved in this Agreement

a right to take or withhold an action, or are deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or omit an action, except as otherwise expressly and specifically provided in this Agreement, Franchisor may make its decision or exercise its rights, on the basis of the information readily available to Franchisor, and its judgment of what is in the best interests of Franchisor, System Franchisees generally, or the System, at the time its decision is made, without regard to whether: (i) other reasonable or even arguably preferable alternative decisions could have been made by Franchisor; (ii) the decision or action of Franchisor will promote its financial or other individual interest; (iii) Franchisor decision or the action it takes applies differently to Franchisee and one or more other System Franchisees or Franchisor's company-owned operations; or (iv) Franchisor decision or the exercise of its right or discretion is adverse to Franchisee's interests. In the absence of an applicable statute, Franchisor will have no liability to Franchisee for any such decision or action. Franchisor and Franchisee intend that the exercise of Franchisor's right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, Franchisor and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants Franchisor the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations hereunder.

## 23. WARRANTIES OF FRANCHISEE

23.1 Franchisor entered into this Agreement in reliance upon the statements and information submitted to Franchisor by Franchisee and Owner in connection with this Agreement. Franchisee represents and warrants that all such statements and information submitted by Franchisee in connection with this Agreement are true, correct and complete in all material respects. Franchisee agrees to promptly advise Franchisor of any material changes in the information or statements submitted.

23.2 Franchisee represents and warrants to Franchisor that neither Franchisee (including, without limitation, any and all of its employees, officers, directors, shareholders, members, partners, Owners, other representatives and other holders of a direct or indirect ownership interest in Franchisee or the Franchised Bakery-Café), nor any of its affiliates or the funding sources for either (a) are a person or entity designated with whom Franchisor, or any of its affiliates, are prohibited by law from transacting business, (b) are, have been or will be listed on any Government Lists (as defined below), (c) are, have been or will be determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 133224 (Sept. 23, 2001), or any other similar prohibitions contained in the rules and regulations of OFAC (as defined below) or in any enabling legislation or other Presidential Executive Orders in respect thereof, (d) have been or will be indicted for or convicted of any indictable offense, or any felony involving a crime or crimes of moral turpitude or for any offenses under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**USA Patriot Act**"), (e) are, have been or will be under investigation by any Governmental Authority (as defined below) for alleged criminal activity, or (f) have or have had a reputation in the community for criminal or unethical behavior. For purposes of this provision, the following definitions apply:

23.2.1 Government Lists means any of the following lists: (a) the "Specially Designated Nationals and Blocked Persons List" maintained by OFAC, (b) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or (c) any similar list maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America;

23.2.2 OFAC mean the Office of Foreign Assets Control, United States Department of the

Treasury, or any other office, agency or department that succeeds to the duties of OFAC; and

23.2.3 Governmental Authority means all federal, state, county, local, foreign or other governmental or regulatory agencies, authorities (including self-regulatory authorities), instrumentalities, commissions, boards or bodies.

The foregoing representation, warranty and certification shall continue in full force and effect during the term of this Agreement.

## 24. NOTICES

All notices or demands to be given under this Agreement shall be in writing and shall be served in person, by air courier delivery with a guaranteed tracking facility, by certified mail, by facsimile transmission or by electronic transmission (email). Service shall be deemed conclusively made (i) at the time of service, if personally served; (ii) three (3) business days after delivery by the party giving the notice, statement or demand if by air courier with a guaranteed tracking facility; (iii) three (3) business days after placement in the United States mail by certified mail, return receipt requested, with postage prepaid; (iv) on the day of facsimile transmission to the facsimile number given below if telephonic confirmation of receipt is obtained by the sender promptly after completion of facsimile transmission; and (v) on the day of electronic transmission to the email address given below if confirmation of receipt is obtained by the sender promptly after completion of electronic transmission. Notices are:

| | |
|---|---|
| Notices to Franchisor: | Tous Les Jours International Corp.<br>6131 Orangethorpe Ave., Suite 501<br>Buena Park, CA 90620<br>Email: |
| With a copy to: | Legal Department<br>Email: TLJ.legal@cj.net |
| Notices to Franchisee: | _____<br>_____<br>_____<br>_____<br>Fax:<br>Email: |

Either party may change its address for the purpose of receiving notices, demands and other communications provided by a written notice given in the manner aforesaid to the other party.

## 25. ENTIRE AGREEMENT

This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any prior agreements, no other representations having induced Franchisee to execute this Agreement. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. There are no understandings, inducements, commitments, conditions, representations or warranties of any kind, whether direct, indirect, collateral, express or implied, oral or written, other than as contained in this Agreement. Notwithstanding the foregoing, nothing in this

Agreement shall disclaim or require Franchisee to waive reliance on any representation that Franchisor made in the most recent disclosure document (including its exhibits and amendments) that Franchisor delivered to Franchisee or its representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

## 26. SEVERABILITY AND CONSTRUCTION

26.1 If, for any reason, any section, part, term, provision and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court, arbitrator or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions and/or covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and the invalid portions, sections, parts, terms, provisions and/or covenants shall be deemed not to be a part of this Agreement.

26.2 Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the Effective Date of Termination (regardless of cause for termination) shall survive such expiration, termination, or transfer, including Sections 11, 17, 18, 21.3 and 27.

26.3 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, officers, directors, shareholders, agents and employees of Franchisor, and such successors and assigns of Franchisor as may be contemplated by Article 15 hereof, any rights or remedies under or by reason of this Agreement.

26.4 Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court, arbitrator or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court, arbitrator or agency order.

26.5 All captions in this Agreement are intended solely for the convenience of the parties, and no caption shall be deemed to affect the meaning or construction of any provision hereof. The word "including" shall be construed to include the words "but not limited to." The term “Franchisee” is applicable to one or more persons, a corporation, limited liability company or a partnership and its Owners, as the case may be. If two or more persons are at any time Franchisee hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to Franchisee should be joint and several. The term “Owner” is applicable to one or more persons, a corporation, an unlimited liability company or a partnership and its owners, as the case may be. If two or more persons are at any time Owner hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to Owner should be joint and several. Reference to a “controlling” interest in an entity shall mean more than fifty (50%) of the equity or voting control of such entity.

## 27. ARBITRATION AND APPLICABLE LAW

27.1 Arbitration. Franchisor and Franchisee agree that all controversies, disputes, or claims between Franchisor and Franchisor's affiliates, and Franchisor's and Franchisor's affiliates’ respective shareholders, officers, directors, agents, and/or employees, and Franchisee (and/or Franchisee's Owners, shareholders, officers, guarantors, affiliates, and/or employees) arising out of or related to:

27.1.1 this Agreement or any other agreement between Franchisee and Franchisor;

27.1.2 Franchisor's relationship with Franchisee;

27.1.3 the scope and validity of this Agreement or any other agreement between Franchisee and Franchisor or any provision of such agreements (including the validity and scope of the arbitration obligations under this Section 27.1, which the parties acknowledge is to be determined by an arbitrator and not a court); or

27.1.4 any System Standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the then current commercial arbitration rules of the American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrator in the metropolitan area of the Los Angeles and Orange Counties, California. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Proprietary Mark generic or otherwise invalid or, except as expressly provided in Section 27.6 below, award any punitive or exemplary damages against either party (Franchisor and Franchisee hereby waiving to the fullest extent permitted by law, except as expressly provided in Section 27.6 below, any right to or claim for any punitive or exemplary damages against the other).

Franchisor and Franchisee agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. Franchisor and Franchisee further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either Franchisee or Franchisor. Franchisor reserves the right, but has no obligation, to advance Franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished Franchisor’s right to seek the recovery of those costs in accordance with Section 27.6.

Franchisor and Franchisee agree that arbitration will be conducted on an individual, not a class wide, basis and that an arbitration proceeding between Franchisor and Franchisor’s affiliates, and Franchisor's and Franchisor’s affiliates’ respective shareholders, officers, directors, agents, and/or employees, and Franchisee (and/or Franchisee’s Owners, shareholders, officers, guarantors, affiliates, and/or employees) may not be consolidated with any other arbitration proceeding between Franchisor and any other person. Notwithstanding the foregoing or anything to the contrary in this Section 27.1 or Section 26, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 27.1, then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Article 27 (excluding this Section 27.1).

Despite Franchisor's and Franchisee’s agreement to arbitrate, Franchisor and Franchisee each have

the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that Franchisor and Franchisee must contemporaneously submit Franchisor's dispute for arbitration on the merits as provided in this Section.

The provisions of this Article 27 are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

27.2 GOVERNING LAW. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES; PROVIDED, HOWEVER, (1) ANY CALIFORNIA LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION AND (2) THE LAWS OF THE STATE IN WHICH THE FRANCHISED BAKERY-CAFÉ IS LOCATED SHALL APPLY TO THE CONSTRUCTION AND ENFORCEMENT OF THE OBLIGATIONS SET FORTH IN SECTIONS 18.2.3 AND 18.3 HEREOF, WITHOUT REGARD TO ITS CONFLICTS OF LAWS.

27.3 CONSENT TO JURISDICTION. SUBJECT TO SECTION 27.1 ABOVE AND THE PROVISIONS BELOW, FRANCHISEE AND FRANCHISEE'S OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN FRANCHISEE AND FRANCHISOR MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN ORANGE COUNTY, CALIFORNIA, AND FRANCHISEE (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION FRANCHISEE (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, FRANCHISEE AND FRANCHISEE'S OWNERS AGREE THAT FRANCHISOR MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH FRANCHISEE IS DOMICILED OR THE FRANCHISED BAKERY-CAFÉ IS LOCATED.

27.4 WAIVER OF PUNITIVE AND EXEMPLARY DAMAGES AND JURY TRIAL. EXCEPT FOR FRANCHISEE'S OBLIGATION TO INDEMNIFY FRANCHISOR FOR THIRD PARTY CLAIMS UNDER SECTION 21.3, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER APPLICABLE LAW, FRANCHISOR AND FRANCHISEE (AND FRANCHISEE'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN FRANCHISOR AND FRANCHISEE, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER FRANCHISOR OR FRANCHISEE.

27.5 Limitations of Claims. Franchisee agrees not to assert any claim, application or cause of action against Franchisor, its officers, directors, legal representatives, shareholders, employees, affiliates or parent companies after one (1) year following the event giving rise to such claim or cause of action based on this Agreement. Franchisee acknowledges that it has the right to assert a claim, application or cause of action beyond this one (1) year period under the applicable law; however, Franchisee expressly agrees to waive such right and agrees to comply with the claim limitation period pursuant to this provision.

27.6 Costs and Attorneys' Fees. If Franchisor incurs costs and expenses due to Franchisee's failure to pay when due amounts owed to Franchisor, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, Franchisee agrees, whether or not Franchisor initiates a formal legal proceeding, to reimburse Franchisor for all of the costs and expenses that Franchisor incurs, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees.

## 28. ACKNOWLEDGMENTS

Franchisee acknowledges and is aware of the fact that some franchisees of Franchisor may operate under different forms of agreements and, consequently, that Franchisor's obligations and rights in respect to its various franchisees may differ materially in certain circumstances.

## 29. MISCELLANEOUS

29.1 Death or Incapacity of Franchisee. In the event of the death or permanent incapacity or disability of Franchisee, i.e., Franchisee is unable to operate the Franchised Bakery-Café as an individual franchisee, or the Designated Owner of a Franchisee or any Owner owning fifty percent (50%) or more of the ownership interest of a Franchisee which is a partnership, corporation, limited liability company or other legal entity, Franchisor shall consent to a transfer of that Franchisee's interest to Franchisee's heirs, beneficiaries or family designees (referred to in this Article as "**Transferee**") without payment of a transfer fee, subject to the following conditions:

29.1.1. Transferee must complete, and be approved through, Franchisor's standard franchise selection process, including satisfactorily demonstrating to Franchisor that Transferee meets the financial character and managerial criteria as Franchisor shall then be applying in considering applications for new franchisees;

29.1.2. Transferee shall agree, in writing, to personally assume liability for and to perform all the terms and conditions of this Agreement to the same extent as the original Franchisee; and

29.1.3. If Transferee is not approved, Franchisee or Franchisee's legal representative shall use that person's best efforts to sell the Franchised Bakery-Café to a party acceptable to Franchisor within twelve (12) months from the date of Franchisee's death or permanent incapacity or disability and Franchisor shall have the option, but not the obligation, to operate and/or manage the Franchised Bakery-Café for the account of Franchisee's estate until the deceased or incapacitated Franchisee's interest is transferred to another party acceptable to Franchisor. Should Franchisor elect to operate and/or manage the Franchised Bakery-Café, Franchisor shall make a complete accounting and shall forward fifty percent (50%) of the net income for the operation of the Franchised Bakery-Café to Franchisee's estate. If the conveyance of the Franchised Bakery-Café to a party acceptable to Franchisor has not taken place within the twelve (12) month period, Franchisor shall have the option, but not the duty, to purchase the Franchised Bakery-Café and its equipment at the fair market value thereof as determined by independent qualified appraisers selected by Franchisor and the estate. In the event that these appraisers cannot agree on a fair market value, a third appraiser shall be selected by the other two appraisers and that appraiser's determination shall be

binding on both parties. However, if Franchisor chooses not to repurchase the Franchised Bakery-Café, then it may elect to terminate this Agreement, in which event the business franchised under this Agreement will automatically revert back to Franchisor, with Franchisor being obligated to purchase the equipment and trade fixtures at their book value, as set forth in the last certified financial statement of Franchisee.

29.2 Operation in the event of Absence or Disability. In order to prevent any interruption of the Franchised Bakery-Café operations which would cause harm to the Franchised Bakery-Café, thereby depreciating its value, if Franchisee is absent for any reason or is incapacitated by reason of illness and is unable, in the sole and reasonable judgment of Franchisor, to operate the Franchised Bakery-Café, Franchisee authorizes Franchisor, who may, at its option, operate the Franchised Bakery-Café for so long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement. All monies from the operation of the Franchised Bakery-Café during such period of operation by Franchisor shall be kept in a separate account, the expenses of the Franchised Bakery-Café, including reasonable compensation and expenses for Franchisor's representative, shall be charged to that account. If, as provided in this Article, Franchisor temporarily operates the Franchised Bakery-Café for Franchisee, Franchisee will indemnify and hold harmless Franchisor and any representative of Franchisor who may act under this Agreement, from any and all acts which Franchisor may perform, as regards the interests of Franchisee or third parties.

29.3 Injunctive Relief

29.3.1 If Franchisee is in default, except for default with respect to monies required to be paid by Franchisee to Franchisor, under any provisions of this Agreement, Franchisor shall be entitled to seek a permanent injunction and any preliminary or temporary equitable relief in order to restrain the violation of this Agreement by Franchisee or any person acting for Franchisee or in Franchisee's behalf. Franchisor shall be entitled to its reasonable attorneys' fees and court costs in connection with taking such action or in connection with any other remedy sought by Franchisor, provided Franchisor is the prevailing party. This remedy shall be cumulative to any other remedy available to Franchisor.

29.3.2 Franchisee agrees that it is impossible to measure in money the damages which Franchisor will sustain in the event of Franchisee's breach of this Agreement and, therefore, in the event Franchisor institutes injunctive proceedings under this Article, Franchisee waives the defense that Franchisor has an adequate remedy at law.

29.4 Force Majeure. Neither party shall be responsible to the other for non-performance or delay in performance occasioned by causes beyond its control, including without limitation, the generality of the foregoing acts or omission of other party, acts of civil or military authority, strikes, lockouts, embargoes, insurrections, inclement weather, failure of power, restrictive governmental law or regulations, or acts of God, inability of Franchisor to purchase, deliver and/or manufacture of any of the TM Products, provided that inability of a party to obtain funds shall be deemed to be a cause within the control of such party. If any such delay occurs, any applicable time period shall be automatically extended for a period equal to the time lost, provided that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt notice of any such delay. The provisions of this Section shall not: (i) operate to excuse Franchisee from prompt payment of its monetary obligations under this Agreement; nor (ii) be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

29.5 Security Interest. Franchisee grants to Franchisor a security interest in all of Franchisee's interest in all leasehold improvements, furniture, furnishings, fixtures, equipment, inventory and supplies located at or used in connection with the Franchised Bakery-Café, now or hereafter leased or acquired, together with all attachments, accessions, accessories, additions, substitutions and replacements therefore,

and all cash and non-cash proceeds derived from insurance or the disposition of such collateral, to secure payment and performance of all debts, liabilities and obligations of any kind, whenever and however incurred, of Franchisee to Franchisor. Franchisee agrees to execute and deliver to Franchisor in a timely manner all financial statements and other documents necessary or desirable to evidence, perfect and continue the priority of such security interests under the Uniform Commercial Code. For such purposes, the address of Franchisee and Franchisor are set forth in Article 24 of this Agreement. If Franchisee is in good standing, Franchisor will, upon request, execute subordinations of its security interest to suppliers, lenders and/or lessors furnishing equipment or financing for the Franchised Bakery-Café.

29.6 Counterparts; Paragraph Headings; Pronouns. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument, which may be electronically signed, and any digital or electronic signatures (including pdf or electronically imaged signatures provided by DocuSign or any other nationally recognized digital signature provider) will be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. The paragraph headings in this Agreement are for convenience only, and shall not be deemed to alter or affect any of its provisions. Each pronoun used in this Agreement shall be deemed to include the other number of genders.

29.7 Joint and Several Obligation. If Franchisee consists of more than one (1) person, their liability under this Agreement shall be deemed to be joint and several. Further, the majority interest Owner of Franchisee, or, if Franchisee does not have a majority interest Owner, then the largest two interest Owners, must individually sign the Guarantee Agreement as set forth in Exhibit H.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

| **FRANCHISOR:** | **FRANCHISEE:** |
|---|---|
| TOUS LES JOURS INTERNATIONAL CORP.,<br>a California corporation | _____<br>(Entity Name) |
| By:_____<br>Name:<br>Title: | By:_____<br>Print Name:_____<br>Title:_____ |
| | By:_____<br>Print Name:_____<br>Title:_____ |
| | By:_____<br>Print Name:_____<br>Title:_____ |

**TOUS LES JOURS INTERNATIONAL CORP.**

**FRANCHISE AGREEMENT**

**EXHIBIT A**

1. Accepted Location.

   The Accepted Location for the Franchised Bakery-Café shall be (see Section 1.2):

2. Territory.

   The Territory shall encompass the geographic area extending for: (check one)

   ☐ one (1)-mile
   ☐ 1/2-mile
   ☐ 1/4-mile

   circular radius measured outward from the Accepted Location.

3. Site Selection Area (if Accepted Location not identified at the time of signing):

| **FRANCHISEE** | **FRANCHISOR** |
|---|---|
| **By**:_____ | **By**: _____ |
| **Name**: _____ | **Name**: _____ |
| **Title**: _____ | **Title**: _____ |
| Date:_____ | Date:_____ |

**TOUS LES JOURS INTERNATIONAL CORP.**

**FRANCHISE AGREEMENT**

**EXHIBIT B**

**ACCEPTED LOCATION ADDENDUM TO**
**TOUS LES JOURS INTERNATIONAL CORP FRANCHISE AGREEMENT**

THIS ADDENDUM (this "**Addendum**") made and entered into on _____, 20__ **(**the "**Effective Date**") by and between Tous Les Jours International Corp, a California corporation, with its principal place of business at 6131 Orangethorpe Ave., Suite 501, Buena Park, CA 90620 and _____ ("**Franchisee**").

**BACKGROUND:**

A. Franchisee and Franchisor have signed a Franchise Agreement dated _____, 20___ (the "**Franchise Agreement**") for the development of a Tous Les Jours Bakery-Café and Franchisee and Franchisor wish to supplement the Franchise Agreement to document the Accepted Location and Territory for the Franchised Bakery-Café.

B. All capitalized terms used but not otherwise defined in this Addendum shall have the meaning set forth in the Franchise Agreement.

NOW, THEREFORE, the parties agree as follows:

Franchisee has selected, and Franchisor has authorized, the following location as the Accepted Location (defined in the Franchise Agreement) for the Franchised Bakery-Café in accordance with Section 1.2 of the Franchise Agreement:

Address of Accepted Location: _____
_____
_____

The following shall be the Territory (defined in the Franchise Agreement) for the Franchised Bakery-Café located at the Accepted Location:

Territory:

---

| **FRANCHISEE** | **FRANCHISOR** |
|---|---|
| **By**:_____ | **By**: _____ |
| **Name**: _____ | **Name**:_____ |
| **Title**: _____ | **Title**:_____ |

**TOUS LES JOURS INTERNATIONAL CORP.**

**FRANCHISE AGREEMENT**

**EXHIBIT C**

**ADA CERTIFICATION BY FRANCHISEE**

Tous Les Jours International Corp. ("**Franchisor**") and _____ ("**Franchisee**") are parties to a franchise agreement dated _____ for the operation of a Tous Les Jours Bakery-Café at (the "**Franchised Bakery-Café**"). In accordance with Section 5.7 of the Franchise Agreement, Franchisee certifies to Franchisor that, to the best of Franchisee's knowledge, the Franchised Bakery-Café premises and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act. Franchisee acknowledges that it is an independent contractor and the Franchisor's requirement of this certification by Franchisee does not constitute ownership, control, leasing or operation of the Franchised Bakery-Café by Franchisor. Franchisee acknowledges that Franchisor has relied on the information contained in this certification. Furthermore, Franchisee agrees to indemnify Franchisor and the officers, directors and employees of Franchisor in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs and damages incurred by the indemnified party(ies) as a result of any matters associated with Franchisee's compliance with the Americans with Disabilities Act, as well as the costs, including attorneys' fees, related to the same.

**FRANCHISEE**

**By**:_____
**Name**: _____
**Title**: _____

**TOUS LES JOURS INTERNATIONAL CORP.**

**FRANCHISE AGREEMENT**

**EXHIBIT D**

Franchisee's Owners: All of Franchisee's (i) owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities: and/or (ii) general and limited partners.

| Name of Shareholder/Partner/Member | Address | Interest (%) (with description) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Designated Owner: The following identifies Franchisee's Designated Owner (as defined in Section 19.2 of the Franchise Agreement):

| Name and Title | Address | Interest (%) (with description) |
|---|---|---|
| | | |

**TOUS LES JOURS INTERNATIONAL CORP.**

**FRANCHISE AGREEMENT**

**EXHIBIT E**

**AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS**

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DIRECT DEBITS)

(Name of Person or Legal Entity) _____
(ID Number) _____

The undersigned depositor ("**Depositor**") hereby authorizes Tous Les Jours International Corp ("**Franchisor**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**") to debit or credit such account(s) pursuant to Franchisor's instructions.

Depository Name and City: _____

Branch: _____

Bank Transit/ABA Number: _____

Account Number: _____

This authority is to remain in full and force and effect until Depository has received joint written notification from Franchisor and Depositor of the Depositor's termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity to act on it. Notwithstanding the foregoing, Depository shall provide Franchisor and Depositor with 30 days' prior written notice of the termination of this authority. If an erroneous debit entry is initiated to Depositor's account, Depositor shall have the right to have the amount of such entry credited to such account by Depository, if (a) within 15 calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry; or (b) 45 days after posting, whichever occurs first, Depositor shall have sent to Depository a written notice identifying such entry, stating that such entry was in error and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

**Depositor:**

| | |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

**TOUS LES JOURS INTERNATIONAL CORP.**

**FRANCHISE AGREEMENT**

**EXHIBIT E-1**

**AUTHORIZATION TO HONOR CHECKS DRAWN BY AND PAYABLE TO TOUS LES JOURS INTERNATIONAL CORP. ("PAYEE"), INCLUDING ELECTRONIC TRANSFERS**

| 1. Bank account in the name of: | 2. Store #: | 3. Bank account number: |
|---|---|---|
| | | |

To The Depository Bank Designated:

You are hereby requested and authorized to honor and to charge to the account described checks drawn on such account which are payable to the above-named Payee (including establishment of electronic transfers to said Payee). It is agreed that your rights with respect to each such check shall be the same as if it bore a signature authorized for such account. It is further agreed that if any such check is not honored, whether with or without cause, you shall be under no liability whatsoever. This authorization shall continue in force until revocation in writing is received by you.

4. Date: _____ 5. Name of Franchisee (please print)

_____
Type of Business:_____
Executed by:_____
Title:

| 6. Full name of bank: |
|---|
| 7. Street address: |
| 8. City, state & zip code: |

Indemnification Agreement

To The Depository Bank Designated:

In consideration of your compliance with the request and authorization printed on the Authorization Form hereof, the Depositor (Franchisee) agrees with respect to any such action:

(1) To indemnify you and hold you harmless from any loss you may suffer as a consequence of your actions resulting from or in connection with the execution and issuance of any check, draft or order, whether or not genuine, purporting to be executed by the Payee and received by you in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.
(2) To indemnify you for any loss arising in the event that any such check, draft or order shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
(3) To defend at our own cost and expense any action which might be brought by any depositor or any other persons because of your actions taken pursuant to the foregoing request, or in any manner arising by reason of your participation.

**NOTICE TO FRANCHISEE:**
**1. ATTACH ONE VOIDED CHECK HERE.**
**2. BE SURE ALL NUMBERED SPACES SHOWN ABOVE ARE COMPLETED.**
**3. RETURN ALL THREE COPIES IMMEDIATELY.**

**TOUS LES JOURS INTERNATIONAL CORP.**

**FRANCHISE AGREEMENT**

**EXHIBIT F**

**IDENTIFIER ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY**

**FOR VALUE RECEIVED**, the undersigned ("Franchisee") irrevocably assigns the domain names, Social Media accounts, telephone numbers, post office boxes, and classified and other directory listings relating to, or used in connection with, the Franchised Bakery-Café ("Identifiers") and any successor, changed or replacement Identifiers effective upon the date of termination of the Franchise Agreement described below to Tous Les Jours International Corp. upon the following terms:

1. This assignment is made under the terms of Tous Les Jours Bakery-Café Franchise Agreement dated _____, 20__ authorizing Franchisee to do business as "Tous Les Jours" or "TLJ" (the "Franchise Agreement") between Franchisor and Franchisee, which in part pertains to the telephone listing and numbers Franchisee uses in the operation of the Franchised Bakery-Café covered by the Franchise Agreement.

2. Franchisee retains the limited right to use the telephone listing and numbers only for transactions and advertising under the Franchise Agreement while the Franchise Agreement between Franchisor and Franchisee remains in full force, but upon termination, transfer or expiration of the Franchise Agreement, Franchisee's limited right of use of the Identifiers also terminates. In this event, Franchisee agrees to immediately discontinue use of all Identifiers. At Franchisor's request, Franchisee will immediately sign all documents, pay all monies, and take all other actions necessary to transfer the Identifiers to Franchisor.

3. The telephone numbers and affiliated listings subject to this assignment are: (to be determined) and all numbers on the rotary series and all numbers Franchisee uses in the Franchised Bakery-Café in the future.

4. Franchisee shall pay all amounts owed for the use of the Identifiers it incurs. On termination, transfer or expiration of the Franchise Agreement, Franchisee shall immediately pay all amounts owed for the Identifiers, whether or not due, including all sums owed under existing contracts for telephone directory advertising.

5. Franchisee appoints Franchisor as his/her attorney-in-fact to act in Franchisee's place for the purpose of assigning any Identifiers covered by Paragraph 3 above to Franchisor or Franchisor's designees or transferees. Franchisee grants Franchisor full authority to act in any manner proper or necessary to exercise these powers, including full power of substitution and signing or completion of all documents required or requested by any telephone company, postal service, registrar, Internet service provider and directory listing agencies to transfer the Identifiers, and ratifies every act that Franchisor lawfully performs in exercising those powers.

This power of attorney is effective for ten (10) years from the date of expiration, transfer or termination of Franchisee's rights under the Franchise Agreement for any reason.

Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all right to revoke it or to appoint another person to

perform the acts referred to in this instrument. This power of attorney is not affected by Franchisee's later incapacity. This power is created to secure performance of a duty to Franchisor and is for consideration.

THE PARTIES have caused this Agreement to be duly signed as evidenced by their signatures appearing below. Persons signing this Agreement must check the appropriate space and sign in the appropriate place provided.

FRANCHISEE: EACH OF THE BELOW PERSONS AGREES TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT, IN BOTH INDIVIDUAL AND REPRESENTATIVE CAPACITIES.

Signed the _____ day of _____, 20__

**FRANCHISEE**

By:_____

Name:_____

Title:_____

FRANCHISOR:

Signed and accepted as of the ____ day of _____, 20__

**FRANCHISOR**
Tous Les Jours International Corp.

By:_____

Name:_____

Title:_____

**TOUS LES JOURS INTERNATIONAL CORP.**

**FRANCHISE AGREEMENT**

**EXHIBIT G-1**

**CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**

**THIS CONFIDENTIALITY AND NON-COMPETITION AGREEMENT** (this "Agreement") is made by and between Tous Les Jours International Corp., a California corporation with its corporate headquarters office at 6131 Orangethorpe Ave., Suite 501, Buena Park, CA 90620 (the "Franchisor") and _____ (the "Franchisee").

**WHEREAS**, Franchisor has developed a distinctive system (the "System") relating to the establishment and operation of Tous Les Jours Bakery-Cafés and use the name "Tous Les Jours" and associated Proprietary Marks in connection with the operation of Tous Les Jours Bakery-Cafés;

**WHEREAS**, Franchisor and Franchisee are parties to a franchise agreement dated _____ (the "Franchise Agreement") for the operation of a Tous Les Jours Bakery-Café (the "Franchised Bakery-Café");

**WHEREAS**, Franchisor desires to preserve the Proprietary Marks and the System, and has plans, where profitable, to increase the number of Tous Les Jours Bakery-Café within the United States and elsewhere; and

**WHEREAS**, If Franchise is a corporation, partnership, limited liability company or other legal entity, all persons who have a legal or beneficial interest in Franchisee (each an "Owner") agrees to execute this Agreement.

**IN CONSIDERATION** of these premises, and the conditions stated herein, the parties agree as follows:

1. Purpose of Agreement. Franchisor is placing Franchisee in a position of trust and confidence in the development, marketing, sale and expansion of the System. As a precondition of the grant of the right to own and operate a Tous Les Jours Bakery-Café, Franchisor desires to receive from Franchisee (i) an agreement not to disclose certain information relating to Franchisor's business, (ii) an agreement not to compete against Franchisor for a certain period of time, and (iii) an agreement concerning the ownership of certain information. This Agreement sets forth the terms of their agreements and understandings.

2. Franchisor Ownership of Materials. All information, ideas, know-how, research, methods, techniques, specifications, guidelines, secret recipes, manuals, procedures, systems, improvements, notes, data, tapes, reference items, financial information, literature, files, supplier lists, notebooks, calendars, sketches, drawings, memoranda, records and copyrighted and other materials, including Franchisor's Manuals, and the goodwill associated with them, which in any way relate to Franchisor's past, present or potential business or which were prepared or received by Franchisee as a franchisee of Franchisor and a participant in the System (collectively referred to as "Confidential Information") are the exclusive property of Franchisor. Franchisee agrees to deliver to Franchisor all copies of such materials including Franchisee's own personal work papers, which are in Franchisee's possession or under Franchisee's potential control at

the request of Franchisor or, in the absence of such a request, upon the expiration, transfer or termination of that certain Franchise Agreement between Franchisor and Franchisee.

3. Confidential Information. Franchisee acknowledges that Franchisor's Confidential Information is a valuable and unique asset which Franchisee holds in trust for Franchisor's sole benefit. Franchisee agrees that Franchisee shall not, at any time during and for a period of fifty (50) years after Franchisee ceases to be a franchisee of Franchisor or a participant in the System, use for itself or for others, or disclose to any person, corporation or other entity for any reason, any of Franchisor's Confidential Information, without the prior written consent of Franchisor.

4. Trade Secrets. Franchisee acknowledges that Franchisor's Confidential Information and its methods and techniques of operation, and food preparation, merchandising, recipes, specifications, its financial condition, customer service, marketing and pricing strategies, as well as the information compiled and developed regarding improvements or enhancements to the System, including the Manuals, are uniquely valuable to Franchisor and have been developed through considerable expense and effort, and thus are not usually ascertainable by a competitor without considerable investment of effort and expense ("Trade Secrets").

In light of the need to protect and preserve the confidentiality of these Trade Secrets and in consideration of Franchisee's continued right to own and operate the Franchised Bakery-Café, Franchisee agrees, at all times while a franchisee of Franchisor and for as long as Franchisor remains in business anywhere in the world, to respect the confidentiality of Franchisor's Trade Secrets, to use them solely for the benefit of Franchisor's business, and to refrain from disclosing or making available the Trade Secrets to any third party without the prior written consent of Franchisor. Franchisee further agrees to take all reasonable security measures to ensure that Franchisee's employees, officers, members, shareholders and Owners comply with this Agreement and such other security measures as are reasonably requested by Franchisor to prevent accidental disclosure.

5. Assignment of Inventions. All ideas, improvements, processes, names, menu items, and enhancements to the System or which relate to or are useful to Franchisor's business which Franchisee, alone or with others, may invent, discover, make or conceive ("Inventions") are the exclusive property of Franchisor, and Franchisee shall promptly and fully disclose them to Franchisor. At any time, at Franchisor's request and expense, Franchisee shall, without further compensation: (i) promptly record such Inventions with Franchisor; (ii) execute any assignments and other documents Franchisor deems desirable to protect its rights in the Inventions; and (iii) assist Franchisor in enforcing its rights with respect to these Inventions.

6. Restrictions on Unfair Competition. It is recognized by Franchisee that as the natural result of Franchisee's participation in the System as a franchisee of Franchisor, Franchisee will gain access to Franchisor's Trade Secrets and Confidential Information, and will gain the trust, confidence and respect of Franchisor's landlords, customers and suppliers. Franchisee acknowledges that Franchisor has a legitimate need to protect itself against unfair competition by its franchisees and their employees. Therefore, in consideration for Franchisee's participation in the System as a franchisee of Franchisor, Franchisee agrees that while it is a franchisee of Franchisor and for two (2) years after termination of the Franchise Agreement, regardless of the circumstances giving rise to the termination, or after Franchisee ceases to be a participant in the System, and within the Minimum Area of Competition as defined in Article 18 of the Franchise Agreement, Franchisee shall not:

(a) Own, maintain, operate, or engage in, be employed by, provide assistance to, or have any more than a 1% interest (as owner or otherwise) any Competitive Business;

(b) Engage, directly or indirectly, on Franchisee's own behalf, or on behalf of any other person, firm, partnership or corporation, in providing, assisting, instructing or supervising the marketing, distribution or sale of the products of any similar business to those offered and provided or manufactured by Franchisor as of the termination of this Agreement;

(c) Compete, directly or indirectly, with Franchisor in the offering, distribution or sale of products similar to the products offered or provided or manufactured by Franchisor as of the termination of this Agreement. Prohibited competition under this subsection (c) may include, but is not limited to, the solicitation of, attempted solicitation, or other contacts with franchisees, landlords, suppliers and customers of Franchisor for the purpose of offering, providing or delivering products or services similar to those offered and provided by Franchisor to the public; or the request, suggestion or advice to Franchisees, landlords, suppliers or customers, either directly or indirectly, to withdraw, curtail, limit or cancel their business with Franchisor; or to disclose, directly or indirectly, to any other person the names and addresses of franchisees, landlords, suppliers and customers of Franchisor; or the terms and conditions of Franchisor's contracts with suppliers of these Products;

(d) Hire or engage, or attempt to hire or engage, directly or indirectly, any individual who is an employee of Franchisor at the time of such solicitation, or was an employee during the calendar year immediately preceding Franchisee's termination as a participant in the System as a franchisee of Franchisor, whether such actions are undertaken on behalf of Franchisee or on behalf of another entity; or

(e) Otherwise take direct actions to disrupt the operations of Franchisor or interfere with Franchisor's performance of its contracts with third parties.

7. Enforcement.

(a) Injunction. Franchisee understands and agrees that Franchisor will suffer irreparable harm if Franchisee breaches any of Franchisee's obligations under this Agreement, and that monetary damages shall be inadequate to compensate Franchisor for any such violation. Accordingly, Franchisee agrees that in the event Franchisee violates or threatens to violate any of the provisions of this Agreement, Franchisor, in addition to all other remedies or damages which it may have, shall be entitled to seek an injunction to prevent or to restrain any such violation by Franchisee or by any or all of Franchisee's directors, stockholders, officers, partners, employees, agents or any other person directly or indirectly acting for, on behalf of or with Franchisee. Franchisee consents to the seeking of the injunction as being a reasonable measure to protect Franchisor's rights.

(b) Arbitration and Jurisdiction. Except for an injunction which may be required under Section 7(a), above, Franchisee agrees that any dispute regarding this Agreement shall proceed under the provisions of Section 27 of the Franchise Agreement, except for the Governing Law provisions of Section 27.2, and the parties hereby agree that the governing law shall be the law of the state in which the Franchised Bakery-Café is located.

(c) Costs. Franchisee further agrees that if Franchisee acts in any manner which causes Franchisor to seek any form of judicial relief or remedy against Franchisee, and the court determines Franchisee has or is violating any of the provisions of this Agreement, Franchisor, in addition to its other remedies, shall be entitled to recover from Franchisee all costs incurred, including its attorneys' fees.

8. Reasonableness of Restrictions; Severability. Franchisee has read and considered carefully the provisions of Sections 1 through 7 of this Agreement, and agrees that the restrictions are fair and reasonably required for the protection of the interests of Franchisor, its business and its officers, directors and employees, even though no geographic limitation is included because of the national nature of the

franchise business. Franchisee further agree that the restrictions set forth in this Agreement shall not impair Franchisee's ability to secure employment or acquire an interest in a business in another field of choice, other than the restricted field described in Section 6.

9. Non-Disparagement. Franchisee, at any time during the term of the Agreement or thereafter, shall not make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally or otherwise, or take any action which, directly or indirectly, are intended or reasonably likely to disparage or be damaging to Franchisor (including any of the Franchisor's subsidiaries, affiliates, officers, directors, employees, or partners), or otherwise degrade the Franchisor's reputation in the business community or among other franchisees of Franchisor. Franchisee agrees that Franchisor shall have the right, without the need to prove irreparable injury or to post bond, to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity of such breach, including but not limited to incidental, special, and consequential damages (including loss of business opportunity).

10. Miscellaneous.

(a) All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, shall be held invalid by any court of competent jurisdiction for any reason, then Franchisee agrees that the court shall have the authority to reform and modify that provision in order that the restriction shall be the maximum necessary to protect Franchisor's legitimate business needs as permitted by applicable law and public policy. In so doing, Franchisee agrees that the court shall impose the provision with retroactive effect as close as possible to the provision held to be invalid. Further, Franchisee agrees that a breach or alleged breach by Franchisor of any obligation owed by Franchisor shall not affect the validity or enforceability of the provisions of this Agreement.

(b) This Agreement was entered into and shall be governed by the laws of the State of California.

(c) No delay or failure by Franchisor to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement shall be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

(d) This Agreement constitutes the entire understanding and agreement among the parties and supersedes any and all prior or contemporaneous, oral or written, representations, communications, understandings and agreements between the parties with respect to the subject matter hereof to the extent inconsistent with or contradictory to this Agreement.

(e) The rights and obligations of Franchisor under this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, as well as the affiliates of Franchisor and any future successors and assigns of Franchisor.

(f) No modification of this Agreement shall be valid unless it is in writing and signed by both Franchisee and an authorized representative of Franchisor. This Agreement contains the entire agreement between the parties and is expressly intended by Franchisee and Franchisor to supersede and replace any prior agreements on these issues between the parties.

(g) All capitalized terms used but not otherwise defined in this Exhibit G-1 shall have the meaning set forth in the Franchise Agreement.

**IN WITNESS WHEREOF**, Franchisor and Franchisee attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on this ____ day of _____, 20__.

**FRANCHISOR**

By:_____

Name:_____

Title: _____

**FRANCHISEE:**

If an individual:

_____
(signature)

_____
(Print Name)

If a corporation, partnership, limited liability company or other legal entity:

_____
(Name of corporation, partnership, limited liability company or other legal entity)

By:
Print Name:
Title:

**OWNERS:**

By: _____
Print Name:

By: _____
Print Name:

By: _____
Print Name:

**TOUS LES JOURS INTERNATIONAL CORP.**

**FRANCHISE AGREEMENT**

**EXHIBIT G-2**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**
(For Employees of Franchisee)

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (this "Agreement") is made this ___ day of _____, 20___ (the "Effective Date), by and between _____ ("Franchisee"), on the other hand, and _____ ("Recipient"), on the other hand, with reference to the following facts:

**WHEREAS**, Tous Les Jours International Corp., a California corporation ("Franchisor") has developed a distinctive system (the "System") relating to the establishment and operation of Tous Les Jours Bakery-Cafés (each a "Tous Les Jours Bakery-Café") that specialize in bakery and pastry goods, sandwich items, coffee, and other beverage products and operate under "Tous Les Jours," "TLJ" and other marks (the "Proprietary Marks" or the "Marks");

**WHEREAS**, the System includes, without limitation, the operations and training manuals and any other written directives related to the System (collectively, the "Manuals"), the operating methods and business practices related to Tous Les Jours Bakery-Cafés, the relationship between Franchisor and its franchisees, interior and exterior Tous Les Jours Bakery-Café design, other items of trade dress, specifications for equipment, fixtures and uniforms, defined product offerings, recipes and preparation methods, pricing and promotions, restrictions on ownership, standard operating and administrative procedures, management and technical training programs, marketing and public relations programs, and Franchisor's Digital Presence (collectively, the "Confidential Information"), all of which may be modified by Franchisor from time to time and may be disclosed to Recipient by Franchisee;

**WHEREAS**, Franchisor has and continues to protect the confidentiality of the Confidential Information by, among other things, (i) not revealing the confidential contents of the Confidential Information to unauthorized parties; (ii) requiring Tous Les Jours franchisees to acknowledge and agree in writing that the Confidential Information is confidential; (iii) requiring Tous Les Jours franchisees to agree in writing to maintain the confidentiality of the Confidential Information; and (iv) requiring its franchisees to return all Confidential Information to Franchisor upon the expiration and termination of their Franchise Agreements;

**WHEREAS**, Franchisor and Franchisee have entered into a Franchise Agreement under which Franchisor has granted Franchisee the right to own and operate a Tous Les Jours Bakery-Café (the "Franchised Bakery-Café") and to use the System, the Marks, the Manuals, and the Confidential Information in the operation of the Franchised Bakery-Café; and

**WHEREAS**, Franchisee is obligated under its Franchise Agreement with Franchisor to obtain a written agreement from its supervisorial or managerial personnel employed by Franchisee who may have access to the Confidential Information and who may be the recipient of the disclosure of the Confidential Information to maintain the confidentiality of the Confidential Information, to obtain the written agreement from Franchisee's supervisorial or managerial personnel employed by Franchisee to not use the Confidential Information other than in the course of his or her employment or engagement by Franchisee and to not disclose any of the Confidential Information to any unauthorized parties.

**IN CONSIDERATION** of these premises, and the conditions stated herein, the parties agree as follows:

1. **ACKNOWLEDGMENTS OF RECIPIENT**.

1.1 **No Prior Experience, Information or Knowledge**. Prior to his or her employment or engagement by Franchisee, Recipient had no experience, information or knowledge whatsoever about restaurants that offer bakery and pastry goods, sandwich items, coffee, and other beverage products. Recipient's knowledge of the Confidential Information was obtained only from Franchisee following the Effective Date and only in the course of Recipient's employment or engagement by Franchisee.

1.2 **Confidential Information**. The Confidential Information includes all of the items included elsewhere in this Agreement and, in addition, without limitation, all tangible and intangible information (whether or not in electronic form) relating to Franchisor's business operations, styles, products and services, recipes, sources of materials and equipment, client management and other software, data, other content, formulations, patterns, compilations, programs, devices and processes, business relationships, contact information for industry professionals, developmental or experimental work and services, improvements, discoveries, plans for research, potential new or supplemental products and services, websites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators, current customer and prospective customer names and addresses, information regarding credit extensions to customers, customer service purchasing histories and prices charged to customers, customer lists and other customer data, information regarding the skills and compensation of employees and contractors of Franchisor, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, trade secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationships between Franchisor and other companies, persons or entities, the System, and any other information or material considered proprietary by Franchisor whether or not designated as confidential information by Franchisor, that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or its affiliates and which is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain its secrecy, and any other information in oral, written, graphic or electronic form which, given the circumstances surrounding its disclosure, would be considered confidential. Confidential Information also includes the manner in which any of the above described items may be combined with any other information or products or synthesized or used by Recipient. Confidential Information does not include any information that was in the lawful and unrestricted possession of Recipient prior to its disclosure by Franchisee to Recipient; is or becomes generally available to the public by acts other than those of Recipient after receiving it; has been received lawfully and in good faith by Recipient from a third party who did not derive it from Franchisor, Franchisee or Recipient; or is shown by acceptable evidence to have been independently developed by Recipient.

1.3 **Independent Value**. The Confidential Information (i) is not generally known by the public or parties other than Franchisor, its affiliates, its franchisees and Franchisee; (ii) derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or Franchisee; and (iii) is the subject of extensive efforts by Franchisor that are reasonable under the circumstances to maintain the secrecy of the Confidential Information.

1.4 **Valuable and Proprietary**. The Confidential Information has been developed by Franchisor and its affiliates by the investment of time, skill, effort and money and is widely recognized by the public, of substantial value, and is proprietary, confidential and constitutes trade secrets of Franchisor and its affiliates.

2. **COVENANTS OF RECIPIENT**.

Recipient agrees that so long as Recipient is employed or engaged by Franchisee and forever after his or her employment or engagement by Franchisee ends:

2.1 **Maintain Confidentiality.** Recipient will fully and strictly maintain the confidentiality of the Confidential Information, will exercise the highest degree of diligence in safeguarding the Confidential Information and will not disclose or reveal the Confidential Information to any person other than Franchisee or other personnel employed by Franchisee or independent contractors engaged by Franchisee while a supervisorial or managerial employee of Franchisee will then do so only to the degree necessary to carry out Recipient's duties as a supervisorial or managerial employee of Franchisee.

2.2 **No Reproduction or Use**. Recipient will not directly or indirectly reproduce or copy any Confidential Information and will make no use of any Confidential Information for any purpose whatsoever except as may be required while Recipient is employed or engaged by Franchisee and will then do so only in accordance with the provisions of this Agreement and only to the degree necessary to carry out Recipient's duties as an employee or agent of Franchisee, unless Recipient can demonstrate that such information has become generally known to the public or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement, a breach of the employees or associates of Franchisee, or a breach of Recipient's own duties or the duties hereunder.

2.3 **Restrictions**. Recipient specifically acknowledges and agrees Recipient may receive valuable specialized training and Confidential Information, including, without limitation, Confidential Information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System, which are unique and proprietary to Franchisor, derive independent economic value from not being generally known to the public and are the subject of Franchisor's efforts and that are reasonable under the circumstances to maintain their secrecy. Recipient therefore covenants that Recipient will not acquire any interest in the Confidential Information, other than the right to utilize it in performing Recipient's duties for Franchisee during the term of Recipient's employment and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition. Recipient further covenants that he or she will not forward or provide the Confidential Information to any third party, nor store it on any personal or third-party electronic device, disk, drive, or otherwise, unless expressly authorized to do so by the Franchisor. Recipient further covenants that any work performed by Recipient during his or her employment with Franchisee in relation to the Franchised Bakery-Café or the Franchise Agreement and any derivative works created by Recipient using the Confidential Information or any proprietary information of the Franchisor are considered "works made for hire" and Recipient will have no ownership interest in the items created.

2.4 **Third Party Beneficiary**. Franchisor is, and shall be and remain, a third party beneficiary of this Agreement and will have the independent right to enforce the terms of this Agreement.

2.5 **No Restriction**. Nothing in this Article 2 is intended to prohibit or restrict any activity which prohibition or restriction violates Recipient's rights to engage in protected concerted activity under the National Labor Relations Act.

3. **GENERAL TERMS**.

3.1 **Injunction**. Recipient recognizes the unique value and secondary meaning attached to the Confidential Information and the elements of the System and agrees that Recipient's noncompliance with the terms of this Agreement or any unauthorized or improper use of the Confidential Information by Recipient will cause irreparable damage to Franchisor and its franchisees. Recipient therefore agrees that if Recipient should

engage in any unauthorized or improper use or disclosure of the Confidential Information, Franchisor and Franchisee, independently, will be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction without notice or the posting of any bond, to prevent any unauthorized or improper use or disclosure of the Confidential Information in addition to any other remedies prescribed by law. Due to the irreparable damage that would result to Franchisor and Franchisee from any violation of this Agreement, Recipient acknowledges and agrees that any claim Recipient believes he or she may have against Franchisor or Franchisee will be deemed to be a matter separate and apart from Recipient's obligations under this Agreement and will not entitle Recipient to violate or justify any violation of the provisions of this Agreement.

3.2 **Heirs and Successors; Entire Agreement**. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns. This Agreement represents the entire understanding between the parties regarding the subject matter of this Agreement and supersedes all other negotiations, agreements, representations and covenants, oral or written. This Agreement may not be modified except by a written instrument signed by Franchisee and Recipient, which has been approved by Franchisor, that expressly modifies this Agreement. The parties intend this Agreement to be the entire integration of all of their agreements on this subject of any nature regarding the subject matter of this Agreement. No other agreements, representations, promises, commitments or the like, of any nature, exist between the parties.

3.3 **No Right to Use the Marks or System**. This Agreement is not a license of any sort, and does not grant Recipient any right to use or to license the use of, the Confidential Information, which right is expressly reserved by Franchisor.

3.4 **Waiver and Validity**. Failure by Franchisor and/or Franchisee to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Any waiver, including a waiver of default in any one instance, shall not constitute a continuing waiver or a waiver in any other instance. Any invalidity of any portion of this Agreement shall not affect the validity of the remaining portions and unless substantial performance of this Agreement is frustrated by any such invalidity, this Agreement shall continue in full force and effect.

3.5 **Severability**. Recipient agrees that each of the covenants under this Agreement shall be construed as independent of any other covenant or provision of this Agreement. In the event any provision of this Agreement is ever deemed to exceed the limits permitted by any applicable law, the provisions set forth herein will be reformed to the extent necessary to make them reasonable and enforceable. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions, all of which are severable and will be given full force and effect. Recipient understands and acknowledges that the Franchisor 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 Recipient's consent, effective immediately upon receipt by Receipt of written notice thereof; and Recipient agrees to comply forthwith with any covenant as so modified.

3.6 **Employment with Franchisee**. This is not a contract for employment and does not guaranty Recipient's employment for any set period of time. Recipient agrees and understands that Franchisee is his or her employer and Recipient has no employment relationship with Franchisor.

3.7 **Cumulative Remedies**. Any specific right or remedy set forth in this Agreement, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth herein or allowed or allowable by law.

3.8 **Counterparts**. This Agreement may be signed in counterparts, each of which when taken together shall form one valid and effective agreement which may be electronically signed, and any digital or electronic signatures (including pdf or electronically imaged signatures provided by DocuSign or any other recognized digital signature provider) will be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and delivery of any such electronic signature, or a signed copy of this Agreement, may be made by email or other electronic transmission.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the Effective Date.

| **FRANCHISEE:** | **RECIPIENT:** |
| --- | --- |
| _____ | _____ |
| By: | Print Name: |
| Print Name: | |
| Title: | |

**TOUS LES JOURS INTERNATIONAL CORP.**

**FRANCHISE AGREEMENT**

**EXHIBIT H**

**GUARANTEE AGREEMENT**

THIS GUARANTEE AGREEMENT ("Guarantee") entered into this _____ day of _____, 20__, by and between Tous Les Jours International Corp., a California corporation ("Secured Party" or "Franchisor") and each of the undersigned persons and their spouses (each a "Guarantor"), being all of the shareholders or members, partners, principals or other owners or controlling persons, as applicable, of the "Franchisee" or "Debtor" (as hereafter defined).

**W I T N E S E T H:**

WHEREAS, Franchisee, ("Franchisee"/"Debtor") has entered into a Franchise Agreement (and/or Area Development Agreement) dated _____, 20__ (collectively, the "Franchise Agreements") with the Secured Party;

WHEREAS, Guarantor holds ____% of ownership interest in the Franchisee or other beneficial owner or controlling person, as applicable, in Debtor, or is a spouse of such person, and will benefit from the Franchise Agreements;

WHEREAS, the Secured Party is willing to enter into the Franchise Agreements with Debtor only if Guarantor agrees to guarantee the full, prompt, complete and faithful performance of all the terms, covenants, conditions and obligation(s) on Debtor's part to be performed under the Franchise Agreements, and all other agreements and instruments ancillary to such agreements such as any supply agreements for equipment, raw materials, and including any amendments or renewals thereof (the "Documents");

NOW, THEREFORE, in order to induce the Secured Party to enter the Franchise Agreements and the Documents with Debtor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Guarantor hereby jointly and severally agrees to be bound by the Documents and jointly and severally covenants and agrees with the Secured Party as follows:

## ARTICLE I
## GUARANTEE

**1.1** Guarantor unconditionally guarantees the full, prompt, complete and faithful performance, payment, observance and fulfillment by Debtor of all of the terms, covenants and conditions and any obligation(s) under the Documents when due and any and all fees, royalties and other sums that may become due to the Secured Party from Debtor under the Documents ("Obligation(s)"). Guarantor further agrees to pay all expenses (including reasonable attorneys' fees and legal expenses) incurred by the Secured Party in endeavoring to collect the Obligation(s), or any part thereof, or in securing the performance thereof, or in enforcing this Guarantee.

**1.2** Guarantor hereby covenants and agrees unconditionally that in the event Debtor fails to make any payment due under the Obligations on the due date as set forth in the Documents, or an event of default occurs, as defined in the Documents ("Event of Default"), within ten (10) days of the receipt of written notice from or on behalf of the Secured Party to the effect that there exists such an Event of Default and of the amount or nature of the Obligation(s) which Debtor has failed to pay or perform, Guarantor will pay the entire unpaid amount thereof to the Secured Party at its office set forth on the signature page attached hereto. In the event that the Guarantor should fail or decline to pay any sums properly due to the Secured Party hereunder within ten (10) days following the Secured Party's request for the payment of any such sums, then said sums shall bear interest at annual interest rate equal to twelve percent (12%), or the maximum rate permitted by law. Further, if Guarantor shall fail to pay any amount or perform any Obligation(s) properly due to the Secured Party hereunder, the Secured Party may institute and pursue any action or proceeding to judgment or final decree and may enforce any such judgment or final decree against Guarantor and collect, in the manner provided by law, out of Guarantor's property, wherever situated, the monies adjudged or decreed to be payable.

**1.3** This Guarantee shall not be limited to any particular period of time, but rather shall continue absolutely, unconditionally and irrevocably until all the terms, covenants and conditions of the Documents have been fully and completely performed by Debtor or otherwise discharged and/or released by the Secured Party, and Guarantor shall not be released from any duty, obligation or liability hereunder so long as there is any claim of the Secured Party against Debtor arising out of the Documents which have not been performed, settled or discharged in full.

## ARTICLE II
## REMEDIES AND RIGHTS OF SECURED PARTY

**2.1** The Secured Party shall give Guarantor notice in writing of an Event of Default or any event which might mature into an Event of Default known to Secured Party (but neither failure to give, nor defect in, any notice shall extinguish or in any way affect the Obligation(s) of Guarantor hereunder). Neither demand on, nor the pursuit of any remedies against, Debtor or any other guarantor of the Obligation(s) ("Obligor") shall be required as a condition precedent to, or neither the dependency nor the prior termination of any action, suit or proceeding against the Debtor or any Obligor (whether for the same or a different remedy) shall bar or prejudice the making of a demand on Guarantor by the Secured Party and the commencement against Guarantor after such demand of, any action, suit or proceeding, at law or in equity, for the specific performance of any covenant or agreement contained in the Documents or for the enforcement of any other appropriate legal or equitable remedy.

**2.2** Guarantor's liability hereunder is primary, direct and immediate. Guarantor agrees that neither:

**(i)** The exercise or the failure to exercise by the Secured Party of any rights or remedies conferred on it under the Documents, hereunder or existing at law or otherwise, or against any collateral;

**(ii)** The recovery of a judgment against Debtor or Obligor;

**(iii)** The commencement of an action at law or the recovery of a judgment at law against Debtor or any Obligor and the enforcement thereof through levy or execution or otherwise;

**(iv)** The taking or institution or any other action or proceeding against Debtor or any Obligor; nor

**(v)** The delay in taking, pursuing or exercising any of the foregoing actions, rights, powers or remedies (even though requested by Guarantor) by the Secured Party shall extinguish or affect the Obligation(s) of Guarantor hereunder, but Guarantor shall be and remain liable for and until all Obligation(s) shall have been fully paid notwithstanding the previous discharge (total or partial) from further liability of Debtor or any Obligor or the existence of any bar (total, partial or temporary) to the pursuit by Guarantor of any right or claim to be subrogated to the right or claims of the Secured Party resulting from any action or failure or omission to act or delay in acting by the Secured Party, or anyone entitled to act in its place.

**2.3** In case any of the Guarantor shall become insolvent or admit in writing his, her or its inability to pay his, her or its debts as they mature, or apply for, consent to or acquiesce in the appointment of a trustee, receiver, liquidator, assignee, sequestrator or other similar official for either Guarantor, or any of his, her or its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver, liquidator, assignee, sequestrator or other similar official is appointed for Guarantor, or for a substantial part of his, her or its property and is not discharged within 60 days; or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy, admiralty or insolvency law or at common law or in equity is instituted by or against Guarantor, or remains for 60 days undismissed, then if any such event shall occur at a time when any of the Obligation(s) may not be then due and payable, Guarantor will pay to the Secured Party forthwith the whole unpaid amount under the Documents and Documents plus any other sums due under the Documents and other Documents, irrespective of whether any demand shall have been made on Guarantor, Debtor or any Obligor by intervention in or initiation of judicial proceedings relative to Guarantor, his, her or its creditors or his, her or its property. The Secured Party may file and prove a claim or claims for the whole unpaid amount or any portion thereof and for any other sums due under the Documents and other Documents and file such other papers or documents as may be necessary or advisable in order to have such claim allowed in such judicial proceedings and to collect and receive any monies or other property payable or deliverable on any such claim, and to distribute the same; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Secured Party.

**2.4** The benefits, remedies and rights provided or intended to be provided hereby for the Secured Party are in addition to and without prejudice to any rights, benefits, remedies or security to which the Secured Party might otherwise be entitled.

**2.5** Notwithstanding anything mentioned herein to the contrary, the Secured Party, from time to time, without notice to Guarantor, may take all or any of the following actions without in any manner affecting or impairing the liability of Guarantor hereunder:

**(i)** Obtain a security interest in any property to secure any of the Obligation(s) hereunder;

**(ii)** Retain or obtain the primary or secondary liability of any party or parties, in addition to Guarantor, with respect to any of the Obligation(s);

**(iii)** Extend the time for payment of the Documents or any installment thereof for any period;

**(iv)** Release or compromise any liability of Guarantor hereunder or any liability of any nature of any other party or parties with respect to the Obligation(s);

**(v)** Resort to Guarantor for payment of any Obligation(s), whether or not the Secured Party shall proceed against any other party primarily or secondarily liable on any of the Obligation(s); or

**(vi)** Agree to any amendments, modification or alteration of the Documents and exercise its rights to consent to any action or non-action of Debtor which may violate the covenants and agreements contained in the Documents with or without consideration, on such terms and conditions as may be acceptable to it.

**2.6** Guarantor agrees that if at any time all or any part of any payment theretofore applied by the Secured Party to any of the Obligation(s) is or must be rescinded or returned by the Secured Party for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Debtor) such Obligation(s), for purposes of this Guarantee, to the extent that such payment is or must be rescinded or returned, shall be deemed to have continued in existence, notwithstanding such application by the Secured Party, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation(s), all as though such application by the Secured Party had not been made.

## ARTICLE III
## GUARANTOR'S WARRANTIES

**3.1** Guarantor represents and warrants to the Secured Party that:

**(i)** This Guarantee has been duly executed and delivered by the Guarantor and constitutes a legal, valid and binding obligation of Guarantor enforceable against him, her or it in accordance with its terms;

**(ii)** There is no action, litigation or other proceeding pending or threatened against Guarantor, before any court, arbitrator or administrative agency which may have a materially adverse effect on the assets, businesses, or financial condition of Guarantor, or which would prevent, hinder or jeopardize his, her or its performance under this Guarantee;

**(iii)** Guarantor is fully familiar with all of the covenants, terms and conditions of the Documents and the Documents;

**(iv)** The Guarantor is not party to any contract, agreement, indenture or instrument or subject to any restriction which might materially adversely affect his, her or its financial condition which would in any way jeopardize the ability of Guarantor to perform hereunder; and

**(v)** The Financial Statement of Debtor attached hereto as Exhibit A is correct in all material respects and accurately represents the financial condition of Debtor as of _____, 20__.

## ARTICLE IV
## MISCELLANEOUS PROVISIONS

**4.1** All the covenants, stipulations, promises and agreements contained in this Guarantee by or on behalf of Guarantor are for the benefit of the Secured Party, its successors or assigns and shall bind Guarantor and his, her or its heirs, executors, personal representative, successors and assigns.

**4.2** Any notice or demand which by any provision of this Guarantee is required or permitted to be given by Secured Party to Guarantor shall be deemed to have been sufficiently given for all purposes if given by first-class mail, postage prepaid, to Guarantor at the address set forth after his, her or its signature below (until another address is filed by Guarantor with Secured Party for such purposes).

**4.3** The Secured Party, without notice of any kind, may sell, assign or transfer the Documents, and in such event each and every immediate and successive assignee or transferee thereof may be given the right by the Secured Party to enforce this Guarantee in full, by suit or otherwise, for its own benefit. Guarantor hereby agrees for the benefit of any such assignee or transferee that his, her or its Obligation(s) hereunder shall not be subject to any reduction, abatement, defense, set-off, counterclaim or recoupment for any reason whatsoever.

**4.4** Guarantor hereby expressly waives:

**(i)** Notice of the acceptance by the Secured Party of this Guarantee;

**(ii)** Notice of the existence, creation or non-payment of all or any of the Obligation(s);

**(iii)** Presentment, demand, notice or dishonor, protest and all other notices whatsoever; and

**(iv)** All diligence in collection or protection of or realization on the Obligation(s) or any thereof hereunder, or any security for or guarantee of any of the foregoing.

**4.5** No delay on the part of the Secured Party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Guarantee be binding on the Secured Party except as expressly set forth in writing, duly signed and delivered on behalf of the Secured Party.

**4.6** This Guarantee shall in all respects be governed by and construed and enforced in accordance with the laws of the State of California and the parties hereto submit to the non-exclusive jurisdiction of the courts of Orange County, California and all courts competent to hear appeals therefrom.

**4.7** Any provision of this Guarantee that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and no such prohibition or unenforceability shall invalidate or render unenforceable such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Guarantee as of the date first written above.

**"SECURED PARTY"**

**Franchisor**

By:_____

**"GUARANTORS"**

_____
Name:
Address:

_____
Name:
Address:

**"SPOUSE"**

_____

**TOUS LES JOURS INTERNATIONAL CORP.**

**FRANCHISE AGREEMENT**

**EXHIBIT I**

**GENERAL RELEASE**

**THIS GENERAL RELEASE AGREEMENT** (this "**Release Agreement**") is made this _____ day of _____, 20__ (the "**Effective Date**") by and among TOUS LES JOURS INTERNATIONAL CORP., a California corporation ("**Franchisor**"), on the one hand, and _____, a[n] _____ and its/his/her Constituents (collectively, "**Releasing Parties**") on the other hand, with reference to the following facts:

A. On _____, Franchisor and _____ as "**Franchisee**" executed a Franchise Agreement (the "**Franchise Agreement**") pursuant to which Franchisor granted Franchisee a license to use the service mark and trade name "Tous Les Jours" and "TLJ" (the "**Marks**") and the Tous Les Jours System (the "**System**") in connection with the operation of a Tous Les Jours Bakery-Café (the "**Franchised Bakery-Café**") located at _____ (the "**Franchised Location**").

B. Franchisee desires to exercise its right to renew/transfer the Franchise Agreement under the Franchise Agreement.

C. The execution of this Release is one of several conditions precedent to Franchisee's right of renewal/transfer of the Franchise Agreement.

**NOW, THEREFORE,** in consideration of the foregoing Recitals (which are incorporated herein by this reference) and the covenants and conditions set forth below and to induce Franchisor to consent to the renewal, Franchisee hereby agrees as follows:

**1. Definitions.** As used herein, the following capitalized terms have the meanings ascribed to them.

1.1. "**Claims**" means all actual and alleged claims, demands, Losses, charges, agreements (whether written or oral), covenants, responsibilities, warranties, obligations, contracts (whether oral or written), debts, violations, suits, counterclaims, cross claims, third party claims, accounts, liabilities, costs, expenses (including attorneys' fees and court costs), rights to terminate and rescind, rights of action and causes of action of any kind or nature.

1.2. "**Constituents**" means past, present and future affiliates, subsidiaries, divisions, partners, members, trustees, receivers, executors, representatives, administrators, owners, shareholders, distributors, parents, predecessors, officers, directors, agents, managers, principals, employees, insurers, successors, assigns, representatives and attorneys and the past, present and future officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of the foregoing.

1.3. "**Excluded Matters**" means Franchisor's continuing contractual obligations which arise or continue under and pursuant to the Franchise Agreement on and after the Effective Date. This Release Agreement is not intended to terminate or amend the Franchise Agreement; this Release Agreement is

intended to relieve Franchisor and its Constituents of responsibility for its or their failure, if any, to have timely performed or completed obligations which by the terms of the Franchise Agreement were to have been performed or completed prior to the Effective Date.

1.4. "**Franchisor Released Parties**" means Franchisor and each of its Constituents.

1.5. "**Losses**" means all damages, debts, liabilities, accounts, suits, awards, judgment s, payments, diminutions in value and other losses, costs and expenses, however suffered or characterized, all interest thereon, all costs and expenses of investigating any Claim, reference proceeding, lawsuit or arbitration and any appeal therefrom, all actual attorneys' fees incurred in connection therewith, whether or not such Claim, reference proceeding, lawsuit or arbitration is ultimately defeated and, all amounts paid incident to any compromise or settlement of any such Claim, reference proceeding, lawsuit or arbitration .

**2. General Release Agreement.** Releasing Parties for themselves and their Constituents, hereby irrevocably and unconditionally release and forever discharge Franchisor Released Parties from any and all Claims, whether known or unknown, based upon anything that has occurred or existed, or failed to occur or exist, from the beginning of time to the Effective Date of this Release Agreement, except for the Excluded Matters and obligations under this Release Agreement. Each of the Releasing Parties agrees that each Franchisor Released Parties is a direct beneficiary with respect to each provision of this Release Agreement applicable to Franchisor Released Parties and may enforce each of these provisions.

**3. Waiver of Section 1542 of the California Civil Code.**

3.1. Releasing Parties for themselves and on behalf of their Constituents, expressly, knowingly, and voluntarily waive all rights under Section 1542 of the California Civil Code, which states:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3.2. With respect to those claims being released pursuant to Section 2 hereunder, Releasing Parties, for themselves and on behalf of their Constituents, acknowledge that they are releasing unknown claims and waives all rights they have or may have under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect. For purposes of this Section 3, Releasing Parties shall be considered to be creditors of Franchisor Released Parties, and each of them.

3.3. Releasing Parties acknowledges that this general release extends to claims which Releasing Parties do not know or suspect to exist in favor of Releasing Parties at the time of executing this Release Agreement, which if known by Releasing Parties may have materially affected their decision to enter into this Release Agreement. It is understood by Releasing Parties that the facts in respect of which this Release Agreement as given may hereafter tum out to be other than or different from the facts in that connection known or believed to be true. Releasing Parties, therefore, expressly assume the risk of the facts turning out to be so different and agree that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

**4. Representations and Warranties.** Releasing Parties hereby represent and warrant to Franchisor that, in entering into such release, they (i) are doing so freely and voluntarily upon the advice of counsel and business advisor of their own choosing (or declined to do so, free from coercion, duress or fraud); (ii) have read and fully understand the terms and scope of the Release Agreement that the parties are entering into;

(iii) realize that it is final and conclusive, and intends to be final and conclusive, as to the matters set forth in the Release Agreement entered into by the parties; and (iv) have not assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the Claims which are called for to be released by this Release Agreement now or in the future, that they are aware of no third party who contends or claims otherwise, and that they shall not purport to assign, transfer, or convey any such claim hereafter.

**5. Covenants Not to Sue; Assertion of Release as Bar to Proceedings.** Releasing Parties hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim or demand, or commencing, initiating or causing to be commenced, any proceeding of any kind against any Franchisor Released Party, based upon any matter purported to be released hereby. This Release Agreement may be asserted by any of Franchisor Released Parties as a defense and complete bar to any action, claim, cross claim, cause of action, arbitration or other proceeding that may be brought, or could have been brought, instituted or taken by, against, or involving any of Releasing Parties, or anyone acting or purporting to act on behalf of any of Franchisor Released Parties with respect to any of the claims released herein.

**6. Indemnity.** Without in any way limiting any of the rights and remedies otherwise available to any Franchisor Released Party, Releasing Parties shall defend, indemnify and hold harmless each Franchisor Released Party from and against all Claims whether or not involving third party Claims, arising directly or indirectly from or in connection with (i) the assertion by or on behalf of Releasing Parties or their Constituents of any Claim or other matter purported to be released pursuant to this Release Agreement, (ii) the assertion by any third party of any Claim or demand against any Franchisor Released Party which Claim or demand arises directly or indirectly from, or in connection with, any Claims or other matters purported to be released pursuant to this Release Agreement; and (iii) any breach of representation s, warranties or covenants hereunder by Releasing Parties or their Constituents.

**7. Miscellaneous.**

7.1. This Release Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the parties hereto.

7.2. This Release Agreement, together with the agreements referenced herein, constitute the entire understanding between and among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, discussions and representations, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

7.3. This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by facsimile will be deemed original signatures. Electronic copies of this Release Agreement shall constitute and be deemed an original copy of this Release Agreement for all purposes, provided that such electronic copies are fully executed, dated and identical in form to the original hard copy version of this Release Agreement.

7.4. This Release Agreement shall be binding upon and inure to the benefit of the parties to this Release Agreement and their respective successors and permitted assigns.

7.5. The rule that an agreement is to be construed against the party drafting the agreement is hereby waived by the parties hereto, and shall have no applicability in construing this Release Agreement or the terms of this Release Agreement.

7.6. Whenever possible each provision of this Release Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Release shall be or become invalid, illegal or unenforceable under applicable law in any respect, the validity and enforceability of the remaining terms and provisions of this Release shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid, legal and enforceable provision that is a reasonable substitute therefore, and upon so agreeing, shall incorporate such substitute provision in this Release Agreement.

7.7. Each of the parties acknowledges that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Release Agreement, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free from coercion, duress or fraud.

7.8. This Release Agreement supersedes any prior negotiations and agreements, oral or written, with respect to its subject matter. The Release Agreement may not be amended except in a writing signed by all of the parties. No representations, warranties, agreements or covenants have been made with respect to this Release Agreement, and in executing this Release Agreement, none of the parties is relying upon any representation, warranty, agreement or covenant not set forth herein.

7.9. This Release Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without reference to conflict of law principles. The parties agree that, subject to the express arbitration requirement set forth in the Franchise Agreement, any action brought by either party against the other in any court, whether federal or state, shall be brought in Orange County, California, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement as of the date first above written.

**RELEASING PARTIES:**

| | |
|---|---|
| _____ | _____ |
| (Entity Name) | (Entity Name) |
| By:_____ | By:_____ |
| Print Name:_____ | Print Name:_____ |
| Title:_____ | Title:_____ |

**FRANCHISOR:**

TOUS LES JOURS INTERNATIONAL CORP.

By:_____
Name:
Title:

**TOUS LES JOURS INTERNATIONAL CORP.**

**FRANCHISE AGREEMENT**

**EXHIBIT J**

**MULTI-UNIT ADDENDUM**

**THIS MULTI-UNIT ADDENDUM** (the "**MU Addendum**") is made and entered into the _____ day of , 20__, between Tous Les Jours International Corp., a California corporation whose principal address is 6131 Orangethorpe Ave., Suite 501, Buena Park, CA 90620 ("Franchisor"), and _____ whose principal address is _____ _____ ("Franchisee").

**BACKGROUND:**

A. Franchisor and Franchisee entered into _____ (__) franchise agreements of even date with this MU Addendum listed in Appendix A attached hereto, whereby Franchisor granted and Franchisee accepted licenses to operate Franchised Bakery-Cafés to be located within the Site Selection Areas listed in **Appendix A** (the "**MUA Franchise Agreements**"). (All capitalized terms in this MU Addendum shall have the meaning assigned to them in the MUA Franchise Agreements, unless otherwise defined in this MU Addendum.)

B. It is intended that Franchisee will develop and open the Franchised Bakery-Cafés licensed under the MUA Franchise Agreements (the "**MUA Bakery-Cafés**") in accordance with the terms of the MUA Franchise Agreements as amended by this MU Addendum.

NOW THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the parties agree as follows:

**1. Initial Franchise Fees.** Franchisee must pay Franchisor all of the Initial Franchise Fees under each of the MUA Franchise Agreements in a lump sum upon execution of the MUA Franchise Agreements. For the avoidance of doubt, the Initial Franchise Fee is $_____ for the first MUA Bakery-Café and $_____ for the second and third MUA Bakery-Cafés, and Franchisee shall pay to Franchisor a total of _____ Dollars ($_____) for the _____ (__) MUA Bakery-Cafés to be developed hereunder. The Initial Franchise Fees for the three MUA Bakery-Cafés are non-refundable under any circumstances, including, without limitation, early termination or cancellation of this MU Addendum or any of the MUA Franchise Agreements. Franchisor has no obligation to refund any portion of the Initial Franchise Fees to Franchisee, even if this MU Addendum or any of the MUA Franchise Agreements are terminated and/or Franchisee fails to develop one or more of the MUA Bakery-Cafés.

**2. Site Selection Areas.** Franchisee acknowledges that Franchisee does not have any exclusive or protected rights with respect to the Site Selection Areas listed on **Appendix A**. Among other rights that Franchisor reserves, Franchisor may open and operate, or license third parties to open and operate, Businesses using the Marks and the System anywhere, including the Site Selection Areas.

**3. Opening and Development Deadlines.** The site approval deadline set forth in Section 5.5 of each MUA Franchise Agreements is hereby amended by deleting such deadlines and replacing them with the deadlines set forth in **Appendix B** attached hereto. The amended schedule of deadlines shall be referred to herein as the "**Development Schedule**."

**4. Reserved**.

**5. Termination of MUA Franchise Agreements.** If Franchisee (i) fails to comply with any of the deadlines set forth in the Development Schedule and Franchisor has not granted an extension of such deadline(s) or (ii) any other agreement between Franchisee and Franchisor or Franchisee's affiliates is terminated, Franchisor may, in its sole discretion, terminate this Addendum and/or any or all of the remaining MUA Franchise Agreements for which Franchisee has not yet opened a MUA Bakery-Café. For the avoidance of doubt, if Franchisee fails to comply with any of the deadlines set forth in the Development Schedule, such default shall not be grounds for Franchisor to terminate any MUA Franchise Agreements that are in effect for Franchised Bakery-Cafés that are already open and operating at the time of such default.

**6. Confidential Information.** This MU Addendum and the terms contained herein are deemed Confidential Information under the terms of the MUA Franchise Agreements.

**7. Effect of MU Addendum.** In the event of any inconsistency between the terms of the MUA Franchise Agreements and the terms of this MU Addendum, the terms of this MU Addendum will supersede and control. In all other respects, the terms of the MUA Franchise Agreements are ratified and confirmed.

**IN WITNESS WHEREOF**, EACH OF THE UNDERSIGNED HAS EXECUTED THIS MU ADDENDUM UNDER SEAL AS OF THE DATE LISTED ABOVE.

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Amendment to be effective as of the date of the signature below.

| **FRANCHISOR** | **FRANCHISEE** |
|---|---|
| By:_____ | By: _____ |
| Its: | Its: |

**APPENDIX A**
**TO THE MULTI-UNIT ADDENDUM**

**MUA Franchise Agreements**

| MUA Bakery-Café Number | Site Selection Area |
|---|---|
| 1 | |
| 2 | |
| 3 | |

**APPENDIX B**
**TO THE MULTI-UNIT ADDENDUM**

**DEVELOPMENT SCHEDULE**

The first MUA Bakery-Café to satisfy the requirements of the Site Approval Deadline shall be subject to the deadlines listed below for the 1st MUA Bakery-Café. The second MUA Bakery-Café to satisfy the requirements of the Site Approval Deadline shall be subject to the deadlines listed below for the 2nd MUA Bakery-Café, and so on. If no MUA Bakery-Cafés have satisfied the required development milestones by a Site Approval Deadline, Franchisor shall have the right to terminate the MU Addendum and the related MUA Franchise Agreements in accordance with Section 5 of the MU Addendum.

| **MUA Bakery-Café Under Development** | **Site Approval Deadline (Section 5.5 of the MUA Agreements)** |
|---|---|
| 1st MUA Bakery-Café | No later than 180 days from the execution of this MU Addendum, Franchisee shall obtain approval of Franchisor for the proposed location as the Accepted Location and enter into a lease or purchase agreement for the proposed location. |
| 2nd MUA Bakery-Café | No later than 365 days from the execution of this MU Addendum, Franchisee shall obtain approval of Franchisor for the proposed location as the Accepted Location and enter into a lease or purchase agreement for the proposed location. |
| 3rd MUA Bakery-Café | No later than 540 days from the execution of this MU Addendum, Franchisee shall obtain approval of Franchisor for the proposed location as the Accepted Location and enter into a lease or purchase agreement for the proposed location. |

Once Franchisee secures the location for a MUA Bakery-Café and obtains Franchisor's approval for the proposed location as the Accepted Location, Franchisee shall execute the Accepted Location Addendum attached to the respective MUA Franchise Agreement as Exhibit B documenting the Accepted Location and specifying the Territory.

**EXHIBIT C-2**

# SUPPLY AGREEMENT

# SUPPLY AGREEMENT

This Supply Agreement ("Agreement") is entered into on _____, 20___ ("Effective Date") by and between CJ Foodville USA, Inc., a California corporation having it's office at 6832 E. Slauson Ave., Commerce, CA 90040 (the "Company") and _____ ("Purchaser") (individually a "Party" and collectively the "Parties").

## I. PURPOSE

The purpose of this Agreement is to set forth the terms under which the Company, as the authorized vendor of products (including certain core raw materials, finished or semi-finished products, and purchased products) ("Products"), will supply to Purchaser for its use in the operation of its Tous Les Jours franchise store located at _____ ("Franchised Unit") pursuant to a franchise agreement entered into between Purchaser and Tous Les Jours International Corp. ("Franchisor") dated _____ ("Franchise Agreement").

## II. PURCHASE ORDERS

A. Purchaser shall submit orders for Products ("Purchase Orders") in writing or electronically pursuant to the procedures outlined in the Tous Les Jours Franchise Operation Manual ("Manual"), and shall be binding upon the Parties upon acceptance by Company.

B. Company shall be deemed to have accepted a Purchase Order if it fails to reject the Purchase Order by notifying Purchaser within two (2) days of its receipt.

C. In order for a Purchase Order to be dated as of the date it is submitted by Purchaser, Purchaser must submit the Purchase Order before the specific time of day set by Company ("Order Deadline"), which may be changed from time to time upon fifteen (15) days' prior written notice to Purchaser. Purchase Orders placed or modified after the Order Deadline will not be accepted as submitted on the date of submission. Notwithstanding the foregoing, after the Order Deadline has passed, Purchaser may submit an email to Company requesting a modification to an existing Purchase Order by describing the relevant Products and their item codes. Company may, but is not obligated to, accommodate such modification request.

D. In the event of any of the following, Company shall have the right to refuse or stop the delivery of Products to Purchaser or to change the delivery date:

    1. Where the Purchase Order is not made pursuant to the Manual and the Purchase Order itself needs to be revised;

2. Where Purchaser requests a delivery date that is inconsistent with the terms of this Agreement;

3. Where, in the sole discretion of Company, the quantity of Products ordered by Purchaser so exceeds the ordinary quantity of Products previously ordered by Purchaser as to negatively impact Company's ability to supply Products to other Company customers;

4. Where Purchaser is in default of any of its payment obligations to the Company, which remains unpaid for more than fourteen (14) days;

5. Where the Franchise Agreement either expires or is terminated, and the Company is notified as to this development in writing; and

6. Where any of the Force Majeure events, as defined in Section X of this Agreement arise.

## III. PRICING

A. Company will sell Products to Purchaser at the prices listed on Company's price list. Company has the sole right and discretion to change the price list from time to time, provided that Company shall notify Purchaser at least fifteen (15) days prior to the effective date of the new prices.

B. Unless agreed otherwise by Company, Purchaser agrees to pay the ordinary delivery costs charged by Company with respect to the Products ordered.

C. There shall be no minimum purchase or inventory commitments required of Purchaser, and Purchaser does not guarantee any particular volume with respect to the Products.

## IV. PAYMENT

A. Purchaser shall authorize Company to debit Purchaser's bank account for payments via Automated Clearing House (ACH) transactions ("ACH Payment"). The ACH Payment shall occur on the 14th day after the date of each invoice. If the 14th day after the invoice date falls on a Saturday, Sunday, or a holiday, then the ACH Payment shall occur on the next business day.

B. Purchaser's obligations for the full and timely payment of its purchases as well as other amounts to the Company shall be absolute and unconditional, without any delay, setoff, withholding, and/or deduction. All payments for the Products, including delivery charges, which are not received by the Company by the Payment Date shall be subject to interest on a daily basis at a rate equal to one and one-half percent (1.5%) per month, or the then highest legal rate, whichever is less.

C. If any ACH Payment or other payment made by Purchaser fails or is not honored by Purchaser's bank for any reason, Purchaser shall be responsible for that payment, plus all service fees arising out of the failed or rejected payment. Upon default of Purchaser of any of its payment obligations, including any failed ACH Payment, Company shall have the right to reject Purchaser's future Purchase Orders, immediately suspend Purchaser's ability to submit Purchase Orders, and/or suspend delivery of the Products until Purchaser's account is paid in full.

D. Acceptance by the Company of the payment from Purchaser shall not be conclusive or binding on the Company with respect to the accuracy of such payment until one year after the date of payment.

E. Upon the first payment default by Purchaser, Company shall have the right to impose additional conditions, such as pre-payment or a security deposit for future Purchase Orders, to be satisfied by Purchaser on a case-by-case basis as a condition to re-activating the delivery of Products to Purchaser.

## V. DELIVERY, INSPECTION, RETURN AND STORAGE OF PRODUCTS

A. Unless otherwise agreed in writing by both parties, Purchaser has requested, and the Company has accepted, that the delivery of all Products to Purchaser shall be made to _____ ("Delivery Site"). Purchaser acknowledges and agrees that any change in the Delivery Site, even if agreed to by Company, shall be subject to additional costs and charges as reasonably determined by Company, as well as additional conditions for storage and maintenance as reasonably required by Company.

B. Purchaser shall ensure that all Products, as ordered by Purchaser, are accepted and processed by Purchaser or Purchaser's authorized personnel at the Delivery Site. Upon arrival of the ordered Products at the Delivery Site, Purchaser shall conduct an inspection of the Products and confirm the contents of the delivery in writing, as presented in the form as approved by the Company, and provide such written confirmation to the driver who has delivered the Products. Purchaser is solely responsible for the handling of the delivered Products, including unloading, checking, stocking, shelving, and inventory.

C. In the event the Products are damaged upon delivery or the amount of Product delivered is different than the amount set forth in the Purchase Order, Purchaser shall take photos of the damage, if applicable, and make a written description of such damage or difference on the Bill of Lading, after which Purchaser shall have the driver confirm the same in writing. All claims of damage to or difference in number of products shall be made to the Company in writing within twenty four (24) hours from the time the Products are delivered to the Delivery Site. Purchaser acknowledges and agrees that the Company will not accept the return of any Products if Purchaser does not fully comply with the requirements of this section, and Purchaser's failure to comply will result in the rejection

of any such claim for return of Products. All arrangements for the return of Products shall be discussed and agreed to by and between the parties in writing.

D. Where applicable, due to the special nature of the Products, Purchaser acknowledges and agrees that Purchaser shall exercise strict compliance with the requirements for storage and transportation stated herein, including without limitation, the following:

    1. All vehicles used by Purchaser to pick up or transport frozen Products must be freezer trucks, and the Products must be transported at a temperature of zero degrees Fahrenheit (0° F) or below. The freezer trucks transporting the Products shall maintain top sanitary conditions and cleanliness. When transporting the Products, the freezer trucks may not contain any items which may cause a transfer of any odors to the Products, including, but not limited to: fish, meat, onions, garlic, and kimchi.

    2. All delivered frozen Products must be maintained and stored in cold storage freezers at the temperature of negative ten degrees Fahrenheit (–10° F). The freezers in which the Products are stored must not store, at any time, any items which may cause a transfer of any odors to the Products, including, but not limited to: fish, meat, onions, garlic, and kimchi.

    3. All other non-frozen Products shall be transported and stored by Purchaser according to the instructions provided by Company.

E. Products retained by Purchaser at the Delivery Site which are not the subject of any claim of defect or damage pursuant to the specific procedures and requirements in this Section will be maintained under the sole custody, care, responsibility and direction of Purchaser. For such Products, Purchaser acknowledges and agrees that Purchaser shall have the sole and exclusive responsibility over the handling and transport of Products to Purchaser's Franchised Unit in manner in form that is in compliance with the Company's requirements, and that the Company shall have no responsibility over such Products.

F. Purchaser must ensure that the Delivery Site is equipped with all amenities and equipment (including but not limited to a loading dock, pallet jack, forklift, or cart) necessary to facilitate a normal and timely delivery, which includes the process of docking, loading, and unloading of bobtails trucks with trailers ranging in length from 24 to 53 feet. Purchaser shall be responsible for any special or additional expenses arising from delayed or elongated delivery procedures due to a lack of such amenities or equipment at the Delivery Site. Purchaser agrees that the delivery times and dates may vary depending on road conditions and the delivery trucker’s schedule. Company shall not be responsible for any delivery delays or losses, claims, or fees arising thereof.

G. Company shall make commercially reasonable efforts to deliver the Products in accordance with the delivery terms of the Purchase Order; provided however, Purchaser acknowledges that delivery dates are estimated delivery dates. Company shall not be

liable, directly or indirectly, for any delay in or failure to deliver due to causes beyond its reasonable control, including without limitation, caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, floods, storms, accidents, other acts of God or force majeure, by any statute, regulation, administrative order, decree or judgment of a court of law or other causes beyond its reasonable control. Unless otherwise specifically agreed in writing by Company, in no event shall Company be liable for any damages or penalties whatsoever, or however designated, resulting from Company's failure to perform or delay in performing due to any of the causes specified in this paragraph.

H. For the full satisfaction of the customers who will enjoy the products, Purchaser shall not sell any products which are past their shelf life or expiration date as designated by Company. Company does not guarantee the freshness, quality, taste, or any other specification of products which have passed their expiration dates. Purchaser shall have the sole responsibility and liability for any claims, damages, or other issues arising out of Purchaser's sale of any such expired products.

## VI. WARRANTY, LIMITATION AND REMEDY

A. Warranty. Company warrants that Products sold hereunder will substantially conform to the applicable specifications. In the case of any kitchen or other equipment sold by Company to Purchaser ("Equipment"), the warranty shall be limited to the Equipment manufacturer's standard warranty.

B. Disclaimer; Limitation of Liability. Company shall not be liable for (i) damage to the Products caused by use or handling which is improper or contrary to the instructions provided by the Company, (ii) damage arising from improper storage of the Products, including storage of Products unprotected from external conditions, (iii) damage arising from any other cause beyond the control of the Company, including without limitation conditions caused by movement, settlement or structural defects of the environment in which the Products are stored, maintained and/or installed, fire, wind, hail, flood, lightning or other acts of God, and any conditions related to, or caused by, failure to process or inaccurate processing of time-sensitive information and/or mechanisms, intentional acts, accidents, negligence or exposure to harmful chemicals, pollutants or other foreign matter or energy, or (iv) any damage to the finish of the Products after they leave the Company or manufacturing facility. Purchaser agrees that the Company shall not be liable, in no event, directly or indirectly, for incidental, special, indirect, consequential, or other similar damages including but not limited to loss of profit or revenues, damage for loss of use of the Products, damage to property, claims of third parties, including personal injury or death on account of use of the Products or failure of the Company to warn against or instruct on, or adequately warn against or instruct on, the dangers of the Products or the safe and proper use of the Products, whether or not the Company has been advised of the potential for such damages. The Company's total liability hereunder from any cause whatsoever, whether arising under contract, warranty, tort (including negligence), strict liability, products liability, or any other theory of

liability, will be limited to the lesser of Purchaser's actual damages or the price paid to the Company for the Products that are the subject of Purchaser's claim.

C. Remedy. Purchaser's sole and exclusive remedy, and Company's only obligation for breach of warranty hereunder, shall be, at Company's option in its sole discretion, to (i) replace or repair the defective Product free of charge, provided that Purchaser promptly notifies the Company and makes such defective Product available to the Company for inspection at the site, or (ii) issue a credit equal to the price of the defective Product.

## VII. CONFIDENTIALITY

A. During the Term of this Agreement and for a period of ten (10) years thereafter, Purchaser shall maintain in confidence and not use or disclose to others for any purpose, other than to its employees or agents with a strict need to know such information to perform such Party's obligations under this Agreement or other than as expressly authorized in this Agreement, the terms of this Agreement and the contents of the transactions contemplated herein and other information disclosed to Purchaser which is identified as "Confidential Information" by the Company (collectively "Confidential Information"). This obligation of confidentiality shall not apply to the extent that it can be established by Purchaser that the information: (a) was already known to Purchaser party at the time of disclosure; (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure; (c) became generally available to the public or otherwise part of the public domain after its disclosure to Purchaser through no act or omission of Purchaser; (d) was disclosed to Purchaser by a third party who was not known to Purchaser to have obligations restricting disclosure of such information; or (e) was independently developed by Purchaser without any use of Confidential Information.

B. Purchaser, and its employees and agents, shall protect and keep confidential and shall not use, publish or otherwise disclose to any third party, except as permitted by this Agreement, or with the Company's written consent, the Confidential Information.

C. All Confidential Information supplied by the Company to Purchaser to assist in carrying out the obligations hereunder shall remain the property of the Company and shall be returned to the Company upon termination or expiration of this Agreement.

D. Purchaser, at any time during the term of the Agreement or thereafter, shall not make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally or otherwise, or take any action which, directly or indirectly, are intended or reasonably likely to disparage or be damaging to Company (including any of the Company's subsidiaries, affiliates, officers, directors, employees, or partners), or otherwise degrade the Company's reputation in the business community or among other Tous Les Jours franchisees. Purchaser agrees that Company shall have the right, without the need to prove irreparable injury or to post bond, to obtain an immediate injunction

against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity of such breach.

## VIII. TERM AND TERMINATION

A. This Agreement will take effect as of the date stated above and remain valid until the expiration or termination of the Franchise Agreement, or unless sooner terminated as provided herein.

B. In the event a Party is in material breach of this Agreement, this Agreement may be terminated immediately by the non-breaching Party, provided that notice describing the breach has been provided to the breaching Party and the breaching Party has failed to cure such breach within ten (10) days of its receipt thereof.

C. Termination of this Agreement shall not relieve Purchaser of the obligation to pay any monies due to the Company. Upon termination, Purchaser shall lose all rights granted under this Agreement.

D. Company shall have the right to terminate this Agreement immediately upon notification from Franchisor that Purchaser has failed its payment obligations to Franchisor for a period of two (2) consecutive months.

## IX. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party; provided, however, that the Company may assign this Agreement, without the consent of Purchaser, (i) to any of its affiliates, if the party receiving the assignment assumes the full obligations hereunder or (ii) in connection with the transfer or sale of all or substantially all of its assets or business or in the event of its merger or consolidation with another company. In all cases, the assigning Party shall provide the other Party with prompt notice of any such assignment. Any purported assignment in contravention of this article shall, at the option of the non-assigning Party, be null and void and of no effect.

## X. FORCE MAJEURE

Neither party shall be in breach of this Agreement due to causes beyond the control and without the fault or negligence of such Party. Such causes may include, but are not restricted to, acts of God or of a public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, power failure, or failure of the U.S. postal system, but in every case the failure to perform must be beyond the control and without fault or negligence of the party failing to perform. Each Party must inform the other of any Force Majeure event within five (5) days of its occurrence.

## XI. NOTICES

All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if hand-delivered or mailed by either registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, receipt confirmed, or via email only if receipt confirmation have been received by the other Party. Notices shall be addressed to the parties as set forth in this Agreement, unless either Party notifies the other of a change of address, in which case the latest noticed address shall be used.

## XII. MISCELLANEOUS

A. Relationship of the Parties. The relationship between the Parties shall be that of independent contractors. Nothing herein shall be construed as creating or constituting the relationship of employer/employee, franchiser/franchisee, principal/agent, partnership, or joint venture between the Parties.

B. Governing Law; Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of California. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal district courts located in Los Angeles, California.

C. Enforceability. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, such provision shall be more narrowly and equitably construed so that it becomes legal and enforceable, and the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect.

D. No Waiver. Any of the provisions of this Agreement may be waived by the party entitled to the benefit thereof. Neither Party will be deemed, by any act or omission, to have waived any of its right or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event will not be construed as continuing or as a bar to or waiver of any other right or remedy, or as to a subsequent event.

E. Entire Agreement; Amendments. This Agreement, including any addenda or exhibits attached hereto, contains the entire Agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements, negotiations and oral understandings, if any, and may not be amended, supplemented, or modified in any way, except by an amendment in writing and signed by authorized representatives of the parties hereto. No amendment shall be effected by the acknowledgement or acceptance of a purchase order, invoice, or other forms stipulating additional or different terms. This Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors, assigns, heirs, executors, administrators, trustees and legal representatives.

F. Reservation of Rights. Duties and obligations imposed by this Agreement and rights and remedies available hereunder shall be in addition to and not a limitation of duties,

obligations, rights and remedies otherwise imposed or available by law except as otherwise provided herein.

G. Headings. Headings used in this Agreement are for the purposes of convenience only and shall not affect the legal interpretation of this Agreement.

H. Draftsmanship. Each of the Parties hereto has been represented by its own counsel. In the event of a dispute, no provision of this Agreement shall be construed in favor of one party and against the other by reason of the draftsmanship of this Agreement.

I. Survival. The expiration or termination of this Agreement shall not terminate vested rights of either party from any liabilities or obligations incurred under this Agreement prior to or which by their nature are intended to survive expiration or termination, including but not limited to provisions relating to confidentiality, indemnification, returns, and proprietary rights.

IN WITNESS WHEREOF, this Agreement is made effective as of the date first written above.

| **Company** | **Purchaser** |
|---|---|
| CJ Foodville USA Inc. | _____ |
| Signed:_____ | Signed:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

# EXHIBIT D

## AREA DEVELOPMENT AGREEMENT AND EXHIBITS

**TOUS LES JOURS INTERNATIONAL CORP.**

# AREA DEVELOPMENT AGREEMENT

**TOUS LES JOURS INTERNATIONAL CORP.**

**AREA DEVELOPMENT AGREEMENT**

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EXHIBITS:

"A" Minimum Performance Schedule

"B" Development Area

"C" Existing Bakery-Cafés In Development Area

**TOUS LES JOURS INTERNATIONAL CORP.**

**AREA DEVELOPMENT AGREEMENT**

**THIS AREA DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into the day of _____, 20__, between Tous Les Jours International Corp., a California corporation whose principal address is 6131 Orangethorpe Ave., Suite 501, Buena Park, CA 90620 ("Franchisor"), and _____ whose principal address is _____ _____ ("Area Developer").

**RECITALS:**

**WHEREAS**, Franchisor is engaged in the business of operating and franchising a specialty restaurant known as "Tous Les Jours" bakery-café ("TLJ Bakery-Café" or "Café"); and

**WHEREAS**, Franchisor has developed a business plan and method in connection with the operation of Tous Les Jours Bakery-Cafés featuring a specialized menu including, selling and serving bakery and pastry goods, sandwich items and coffee and beverage products ("Menu Items") and provide carry-out and on-premises dining services utilizing certain distinguishing characteristics include distinctive exterior and interior design, décor, color scheme and furnishings; uniform standards, specifications and procedures for operations; quality and uniformity of products and services offered; procedures for management and inventory control; training and assistance; and advertising and promotional programs ("System"); all of which may be changed, improved and further developed from time to time by Franchisor; and

**WHEREAS**, the distinguishing characteristics of the System include, but are not limited to, the name and mark "Tous Les Jours" or "TLJ" (the "Mark"), uniform formats, designs, systems, methods, specifications, standards and procedures, all of which may be improved, further developed or otherwise modified from time to time by Franchisor; and

**WHEREAS**, the reputation and goodwill with the public with respect to the quality of products and services available at TLJ Bakery-Cafés have been and continue to be of major benefit to Franchisor and its franchisees; and

**WHEREAS**, Area Developer recognizes the benefits to be derived from being identified with and being an area developer of Franchisor and being able to utilize the System and the Marks which Franchisor makes available to its Area Developers; and

**WHEREAS**, Area Developer wishes to obtain certain development rights to open and operate Bakery-Cafés operating under the Marks under the System within the territory described in this Area Development Agreement.

**NOW, THEREFORE**, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

## SECTION I
## GRANT

1.1 Franchisor hereby grants to Area Developer, pursuant to the terms and conditions of this Area Development Agreement, certain development rights ("Development Rights") to establish and operate _____ ( ) franchised Bakery-Cafés, and to use the System solely in connection therewith, at specific locations to be designated in separate Franchise Agreements executed as provided in Section 3.1 hereof, and pursuant to the schedule set forth in Exhibit "A" of this Agreement ("Minimum Performance Schedule"). Each Bakery-Café developed hereunder shall be located in the area described in Exhibit "B" of this Agreement ("Development Area").

1.2 Each Bakery-Café for which an Area Development Right is granted hereunder shall be established and operated pursuant to a Franchise Agreement to be entered into between Area Developer and Franchisor in accordance with Section 3.1 hereof.

1.3 Except as otherwise provided in this Agreement, Franchisor shall not establish, nor franchise anyone other than Area Developer to establish, a Bakery-Café in the Development Area during the term of this Agreement, provided Area Developer is not in default hereunder.

1.4 This Agreement is not a Franchise Agreement and does not grant to Area Developer any right to use the Marks or System.

1.5 Area Developer shall have no right under this Agreement to franchise or license others under the Marks or System.

1.6 A Bakery-Café will be considered "developed" if: (i) the Franchise Agreement for the Bakery-Café has been signed by Area Developed (or an affiliate of Area Developer) and Franchisor; and (ii) the Bakery-Café has commenced operations in accordance with the Franchise Agreement governing the Bakery-Café.

## SECTION II
## DEVELOPMENT FEE

In consideration of the development rights granted herein, Area Developer shall pay to Franchisor a Development Fee of Forty Thousand Dollars ($40,000.00) for the first Bakery-Café, Twenty Thousand Dollars ($20,000.00) for the second through fifth Bakery-Cafés, and Ten Thousand Dollars ($10,000.00) for the sixth Bakery-Café and thereafter for each additional Bakery-Café to be developed.

The Development Fee shall be fully earned by Franchisor upon execution of this Agreement, and shall be for administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the Development Rights granted Area Developer herein. The Development Fee is **non-refundable** under any circumstances, including, without limitation, early termination or cancellation of this Agreement.

## SECTION III
## SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

3.1 In the event Area Developer finds a location for a Bakery-Café, then in such event, Area Developer shall submit to Franchisor for its evaluation and approval, in the form specified by Franchisor,

a description of the site, the terms of the lease or purchase and such other information and materials as Franchisor may reasonably require. Franchisor shall have fifteen (15) business days after receipt of such information and materials from Area Developer to approve or disapprove the site in its sole discretion. In the event Franchisor does not disapprove the site by submitting written notice to Area Developer within fifteen (15) days, such site will be deemed approved by Franchisor. The Area Developer will then be presented with the then-current Franchise Agreement for execution.

3.2 Recognizing that time is of the essence, Area Developer agrees to exercise each of the Development Rights granted hereunder in the manner specified herein, and to satisfy the Minimum Performance Schedule in a timely manner. Failure by Area Developer to adhere to the Minimum Performance Schedule shall constitute a default under this Agreement as provided in Section 9.1 hereof.

3.3 Area Developer shall exercise each Area Development Right granted herein only by executing a Franchise Agreement for each Bakery-Café at a site approved by Franchisor in the Development Area as hereinafter provided within ten (10) days after receipt of said Franchise Agreement from Franchisor for the approved site and return same to Franchisor for its execution. The Franchise Agreement for the first Area Development Right exercised hereunder shall be the then-current form of Franchise Agreement. The Franchise Agreement for each additional Area Development Right exercised hereunder shall be the then-current Franchise Agreement, except that the Royalty and Advertising Fees shall not increase and shall be the same as set forth in the first Franchise Agreement executed, subject to any non-material changes therein which are required to be made by changes in any applicable law, regulation or ordinance in effect from time to time. In the event Franchisor does not receive the properly executed Franchise Agreement with the appropriate number of copies within said ten (10) days from delivery thereof to Area Developer, Franchisor approval of the site shall be void and Area Developer shall have no rights with respect to said site. The Initial Franchise Fees to be paid by Area Developer shall be Forty Thousand Dollars ($40,000.00) for the first Bakery-Café, Twenty Thousand Dollars ($20,000.00) for the second through fifth Bakery-Cafés and Ten Thousand Dollars ($10,000.00) for the sixth Bakery-Café and thereafter, which shall have been paid in full in the Development Fee.

3.4 Area Developer acknowledges that the approval of a particular site for a Bakery-Café by Franchisor shall not be deemed to be an assurance or guaranty that the Bakery-Café will operate successfully or at a profit from such site.

3.5 Area Developer shall be required to execute each Franchise Agreement for each Bakery-Café to be opened pursuant to said Franchise Agreement. In no event shall Area Developer relinquish control over each entity operating each Bakery-Café.

## SECTION IV
## DEVELOPMENT RIGHTS AND OBLIGATIONS

4.1 Subject to the provisions of this Agreement, Franchisor grants to Area Developer the right to develop Bakery-Cafés within the Development Area ("Development Rights").

4.2 Provided Area Developer is in full compliance with all the terms and conditions of this Agreement, including without limitation Area Developer's development obligations described in Section 3.2, and Area Developer is in full compliance with all of its obligations under all franchise agreements executed pursuant to this Agreement, then during the term of this Agreement neither Franchisor nor any of its affiliates will develop or operate or grant franchises for the development or operation of Bakery-Cafés within the Development Area, except the franchises that are granted to Area Developer pursuant to this Agreement and except as otherwise expressly provided in this Agreement.

4.3 Upon the termination or expiration of this Agreement, Franchisor and its affiliates shall have the right to develop and operate, and to grant to others development rights and franchises to develop and operate, Bakery-Cafés within the Development Area subject only to the territorial rights granted to Area Developer with respect to Bakery-Cafés operated by Area Developer pursuant to the Franchise Agreements, if applicable.

4.4 Except as expressly limited by Section 3.2 above, Franchisor and its affiliates retain all rights with respect to Bakery-Cafés, the Marks and the sale of any goods and services, anywhere in the world, including, without limitation, the right:

4.4.1 to produce, offer and sell and to grant others the right to produce, offer and sell the products and any other goods and services through similar or dissimilar channels of distribution both within and outside the Development Area under trade and service marks other than the Marks and under any terms and conditions Franchisor deems appropriate;

4.4.2 to produce, offer and sell and grant others the right to produce, offer and sell the products and any other goods and services through dissimilar channels of distribution (other than through a retail Bakery-Café) both within and outside the Development Area under the Marks and under any terms and conditions Franchisor deems appropriate; and

4.4.3 to operate and to grant others the right to operate Bakery-Cafés located outside the Development Area under any terms and conditions Franchisor deems appropriate and regardless of proximity to a Bakery-Café or Development Area.

## SECTION V
## RENEWAL

This Agreement shall not be subject to renewal.

## SECTION VI
## TERM

Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all Development Rights granted hereunder shall expire on the date the last Bakery-Café is opened pursuant to the Minimum Performance Schedule set forth in Exhibit "A".

## SECTION VII
## OBLIGATIONS OF AREA DEVELOPER

7.1 Area Developer acknowledges and agrees that:

7.1.1 Except as otherwise provided herein, this Agreement includes only the right to select sites for the establishment of Bakery-Cafés and to submit the same to Franchisor for its approval in accordance with the terms of this Agreement. This Agreement does not include the grant of a license by Franchisor to Area Developer of any rights to use the Marks, the System, or to open or operate any Bakery-Cafés within the Development Area. Area Developer shall obtain the license to use such

additional rights at each Bakery-Café upon the execution of each Franchise Agreement by both Area Developer and Franchisor and only in accordance with the terms of each Franchise Agreement.

7.1.2 The Development Rights granted hereunder are personal to Area Developer and cannot be sold, assigned, transferred or encumbered, in whole or in part, except as set forth in Section XI hereof.

7.1.3 Except as provided in Sections 7.1.1 and 7.1.2 hereof, the Development Rights granted hereunder are non-exclusive, and Franchisor retains the right, in its sole discretion:

(a) To continue to construct and operate other Bakery-Cafés and to use the System and the Marks at any location outside the Development Area, and to license others to do so.

(b) To develop, use and franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, insignia, or copyrights not designated by Franchisor as Marks for use with different franchise systems for the sale of the different products or services not in connection with the System at any location, on such terms and conditions as Franchisor may deem advisable and without granting Area Developer any rights therein.

(c) To develop, merchandise, sell and license others to sell any of Franchisor's products, proprietary or otherwise, presently existing or to be developed in the future, to the public through supermarkets, groceries and other non-bakery-café locations outside of the Development Area and to use the Marks in connection therewith.

(d) To promote or conduct special events within the Development Area, provided, however, that the opportunity to conduct each special event shall first be offered to Area Developer in accordance with the terms of any valid and effective Franchise Agreement.

7.1.4 Area Developer has sole responsibility for the performance of all obligations arising out of the operation of his business pursuant to this Agreement, including, but not limited to, the payment when due of any and all taxes levied or assessed by reason of such operation.

7.1.5 In all public records, in its relationship with other persons, and in any documents, Area Developer shall indicate clearly the independent ownership of Area Developer's business and that the operations of said business are separate and distinct from the operation of Franchisor's business.

7.1.6 Area Developer shall at all times preserve in confidence any and all materials and information furnished or disclosed to Area Developer by Franchisor, and Area Developer shall disclose such information or materials only to such of the Area Developer's employees or agents who must have access to it in connection with their employment. Area Developer shall not at any time, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person.

7.1.7 Area Developer shall comply with all requirements of federal, state and local laws, rules and regulations.

7.1.8 Area Developer shall at no time have the right to sub-franchise any of its Development Rights hereunder.

## SECTION VIII
## SERVICES OF FRANCHISOR

Franchisor shall, at its expense, provide the following services:

8.1 Review Area Developer's site selection for conformity to Franchisor standards and criteria for selection and acquisition of sites upon Franchisor's receipt of Area Developer's written request for approval thereof.

8.2 Provide Area Developer with standard specifications and layouts for the layout, interior and exterior design, improvements, equipment, furnishings, decor and signs identified with the Bakery-Cafés as Franchisor makes available to all area developers and franchisees from time to time.

8.3 Review Area Developer's site plan and final build-out plans and specifications for conformity to the construction standards and specifications of the System, upon Franchisor's receipt of Area Developer's written request for approval thereof.

8.4 Conduct such on-site evaluation as Franchisor may, in its sole discretion, deem advisable as part of its evaluation of Area Developer's request for site approval, provided however, that Franchisor shall not be required to provide such on-site evaluation for any proposed site prior to Franchisor receipt of a description of such proposed site and other information and evidence satisfactory to Franchisor. If deemed appropriate and if the site requires inspection, Franchisor may conduct an on-site inspection.

8.5 Provide such other resources and assistance as may hereafter be developed and offered by Franchisor to its other area developers.

## SECTION IX
## DEFAULT AND TERMINATION

9.1 The occurrence of any of the following events of default shall constitute good cause for Franchisor, at its option and without prejudice to any other rights or remedies provided for hereunder or by law or equity, to terminate this Agreement:

9.1.1 If Area Developer shall, in any respect, fail to meet the Minimum Performance Schedule.

9.1.2 If Area Developer shall use the System or Marks, or any other names, marks, systems, insignia, symbols or rights which are the property of Franchisor except pursuant to, and in accordance with, a valid and effective Franchise Agreement.

9.1.3 If Area Developer, or persons controlling, controlled by or under common control with Area Developer, shall have any interest, direct or indirect, in the ownership or operation of any store engaged in the sale of products similar to those permitted to be sold by Area Developer within the Development Area or in any retail food service location which looks like, copies or imitates the Bakery-Café or operates in a manner tending to have such effect other than pursuant to a valid and effective Franchise Agreement.

9.1.4 If Area Developer shall fail to remit to Franchisor any payments due under this Agreement.

9.1.5 If Area Developer shall begin work upon any Bakery-Café at any site unless all the conditions set forth in Section III hereof have been met.

9.1.6 If Area Developer shall purport to effect any assignment other than in accordance with Section XI hereof.

9.1.7 Except as provided in Section XI hereof, if Area Developer attempts to sell, assign, transfer or encumber this Agreement without Franchisor's prior written approval.

9.1.8 If Area Developer makes, or has made, any material misrepresentation to Franchisor in connection with obtaining this Area Development Agreement, any site approval hereunder, or any Franchise Agreement.

9.1.9 If Area Developer fails to obtain Franchisor's prior written approval or consent, including but not limited to site approval or site plan approval, as expressly required by this Agreement.

9.1.10 If Area Developer defaults in the performance of any other obligation under this Agreement.

9.1.11 If Area Developer defaults in the performance of any obligation under any Franchise Agreement with Franchisor, provided such default results in the termination of the Franchise Agreement.

9.1.12 If Area Developer suffers a violation of any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the Bakery-Café, and permits the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the violation or legality of such law, ordinance, rule or regulation, and Area Developer promptly resorts to courts or forums of appropriate jurisdiction to contest such violation or legality.

9.1.13 If Area Developer or a shareholder of Area Developer owning twenty-five percent (25%) or more of Area Developer's voting stock is convicted in a court of competent jurisdiction of an indictable offense punishable by a term of imprisonment in excess of one (1) year.

9.1.14 If Area Developer, or any person controlling, controlled by or under common control with Area Developer, shall become insolvent by reason of inability to pay their debts as they mature; shall be adjudicated a bankrupt; shall file or have filed against any of them a petition in bankruptcy, reorganization or similar proceeding under the bankruptcy laws of the United States; or if a receiver, permanent or temporary, of the business, assets or property of Area Developer or any such person, or any part thereof, is appointed by a court of competent authority; or if Area Developer or any such person requests the appointment of a receiver or makes a general assignment for the benefit of creditors or if a final judgment against Area Developer or any such person in the amount of Ten Thousand Dollars ($10,000) or more remains unsatisfied or recorded for sixty (60) days or longer; or if the bank accounts, property or receivables of Area Developer or any such person are attached and such attachment proceedings are not dismissed within a sixty (60) day period; or if execution is levied against the business or property of Area Developer or suit to foreclose any lien or mortgage against any of the Bakery-Cafés, the premises thereof or equipment thereon is instituted and not dismissed within thirty (30) days.

9.2 Upon occurrence of any of the events set forth in Section 9.1, Franchisor may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective thirty (30) days after written notice (or

such other notice as may be required by applicable state law) is given by Franchisor to Area Developer of any of the events set forth in this Section IX, if such defaults are not cured within such period. However, termination shall be effective immediately, without notice and without the necessity of further action by Franchisor, upon occurrence of any of the events specified in this Section IX, except where prohibited by any applicable state or federal law, whereupon this Agreement shall be terminated in accordance with the provisions of any such law.

## SECTION X
## AREA DEVELOPER'S OBLIGATIONS FOLLOWING TERMINATION

10.1 Upon termination of this Agreement becoming effective for any reason, or upon expiration of the term hereof, Area Developer agrees as follows:

10.1.1 To cease immediately any attempts to select sites on which to establish Bakery-Cafés.

10.1.2 To cease immediately to hold itself out in any way as an Area Developer of Franchisor or to do anything which would indicate a relationship between it and Franchisor.

10.2 Termination of this Agreement shall not affect the rights of Area Developer to operate Bakery-Cafés in accordance with the terms of any Franchise Agreement with Franchisor, executed prior to the termination of this Agreement, until and unless such Franchise Agreement, or any of them, are terminated in accordance with their terms, renewed or expired.

10.3 No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy provided or permitted by law or in equity.

## SECTION XI
## TRANSFER OF INTEREST

11.1 This Agreement is personal to Area Developer, and Area Developer shall neither sell, assign, transfer nor encumber this Agreement, the Development Rights, or any other interest hereunder, nor suffer or permit any such assignment, transfer or encumbrance to occur directly, indirectly or contingently by agreement or by operation of law without the prior written consent of Franchisor. Area Developer understands that this Agreement may not be pledged, mortgaged, hypothecated, given as security for an obligation or in any manner encumbered. The assignment or transfer of any interest, except in accordance with this Paragraph shall constitute a material breach of this Agreement.

11.2 In the event that Area Developer is a corporation or desires to conduct business in a corporate capacity, said corporation or assignment to a corporation must receive the prior written approval of Franchisor and Area Developer agrees to comply with the provisions hereinafter specified, including without limitation restrictions on the number of shareholders of the corporation or assignee corporation and, where appropriate in Franchisor's discretion, personal guarantees by any shareholder having at least 5% ownership interest in such corporation of all of the obligations of said corporation or assignee corporation to Franchisor and other parties designated by Franchisor. The corporation or assignee corporation shall not engage in any business activities other than those directly related to the operation of the Bakery-Café(s) pursuant to the terms and conditions of the Franchise Agreements with Franchisor, and all assets related to the operation of the Bakery-Café(s) shall be held by the corporation or

assignee corporation. There shall be no transfer fee charged by Franchisor if such assignment to a corporation is made within ninety (90) days after the execution of this Agreement.

The references in Sections 11.2, 11.3 and 11.4 herein to "Corporation," "assignee corporation," "stock," "by-laws," "shareholders," etc., shall be deemed to include and permit similar transfers to other business entities such as a limited liability company, limited partnership or business trust, as applicable, in which case the language of such entity shall be understood (e.g. in the case of a limited liability company ("LLC" or "Company," "members," "membership interests," "operating agreement," etc.), unless the context would not so permit such substitution.

11.3 If Area Developer is a corporation or if Area Developer's rights hereunder are assigned to a corporation, the Area Developer, or those individuals disclosed on Exhibit "B" attached hereto shall be the legal and beneficial owner of and shall act as such corporation's principal officer. The assignment to a corporation will not relieve Area Developer of personal liability to Franchisor for performance of any of the obligations under this Agreement. Any subsequent transfer of voting rights of the stock of the corporation or assignee corporation, and any transfer or issuance of shares of the corporation or assignee corporation shall be subject to Franchisor prior written approval. Franchisor agrees that it will not unreasonably restrict the issuance or transfer of shares of stock, provided that Area Developer complies with the provisions of this Section XI, and provided that in no event shall any share of stock of such corporation or assignee corporation be sold, transferred or assigned to a business competitor of Franchisor. The articles of incorporation and by-laws of the corporation or assignee corporation shall reflect that the issuance and transfer of shares of stock are restricted, and all stock certificates shall bear the following legend, which shall be printed legibly and conspicuously on each stock certificate:

> **"The transfer of this stock is subject to the terms and conditions of an Area Development Agreement with Franchisor, dated _____. Reference is made to said Area Development Agreement and related Franchise Agreements and to restrictive provisions of the charter and by-laws of this corporation."**

11.4 The corporation or assignee corporation's corporate records shall indicate that a stop transfer order shall be in effect against the transfer of any stock, except for transfers permitted by this Section XI. In addition to the foregoing, the stock of such corporation or assignee corporation shall not be publicly sold or traded without the prior express written consent of Franchisor, which shall be given at the sole discretion of Franchisor. In the event that Franchisor approves a public offering of Area Developer, Area Developer shall present the offering circular or prospectus to Franchisor for its review within a reasonable time prior to such offering becoming effective. In no event shall Area Developer offer its securities by use of the name "Franchisor" or any name deceptively similar thereto, however, Area Developer may make appropriate reference to the fact the Area Developer has a Development Agreement with Franchisor; nor shall Area Developer relinquish control of the new public company. Area Developer agrees to indemnify and hold Franchisor harmless from and against any claims, suits, actions or otherwise which arise out of or from such public offering.

11.5 In the event of the death, disability or permanent incapacity of Area Developer, Franchisor shall consent to the transfer of all of the interest of Area Developer to Area Developer's spouse, heirs or relatives, by blood or marriage, or if this Agreement was originally executed by more than one party, then to the remaining party who originally executed this Agreement, whether such transfer is made by Area Developer's Last Will and Testament or by operation of law. In the event that Area Developer's heirs do not obtain the consent of Franchisor as prescribed herein, the personal representative of Area Developer shall have a reasonable time to dispose of Area Developer's interest hereunder, which disposition shall be subject to all the terms and conditions for transfers under this Agreement.

11.6 Area Developer has represented to Franchisor that he is entering into this Area Development Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of the Development Rights hereunder. Therefore, Area Developer agrees that any attempt to assign this Agreement, without Franchisor's prior written approval except pursuant to Sections 11.2 and 11.3 hereof, shall be deemed to be an event of default.

11.7 If Area Developer receives from a third person and desires to accept a bona fide written offer to purchase its business, Development Rights and interests, Franchisor shall have the option, exercisable within thirty (30) days after receipt of written notice setting forth the name and address of the prospective purchaser, the price and terms of such offer, and a copy of such offer and the other information set forth in this Section 11.7, to purchase such business, Development Rights and interests, including Area Developer's right to develop sites within the Development Area, on the same terms and conditions as offered by said third party. In order that Franchisor may have information sufficient to enable it to determine whether to exercise its option, Franchisor may require Area Developer to deliver to Franchisor certified financial statements as of the end of Area Developer's most recent fiscal year and such other information about the business and operations of Area Developer as Franchisor may request. If Franchisor declines, or does not accept the offer in writing within thirty (30) days, Area Developer may, within thirty (30) days from the expiration of the option period, sell, assign and transfer its business, Development Rights and interest to said third party, provided Franchisor has consented to such transfer as required by this Section XI. Any material change in the terms of the offer prior to closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by Franchisor or its nominee, as in the case of an initial offer. Failure by Franchisor to exercise the option afforded by this Section 11.7 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section with respect to the proposed transfer.

11.8 Area Developer acknowledges and agrees that the restrictions on transfer imposed herein are reasonable and are necessary to protect the Development Rights, and the System and the Marks, as well as Franchisor reputation and image, and are for the protection of Franchisor, Area Developer and other Area Developers. Any assignment or transfer permitted by this Section XI shall not be effective until Franchisor receives a completely executed copy of all transfer documents, and Franchisor consents in writing thereto.

11.9 Franchisor agrees not to unreasonably withhold its consent to a sale, assignment or transfer by Area Developer hereunder. Consent to such transfer otherwise permitted or permissible as reasonable may be refused unless:

11.9.1 All obligations of the Area Developer created by this Agreement, all other franchise documents, including all Franchise Agreements, and the relationship created hereunder are assumed by the transferee.

11.9.2 All ascertained or liquidated debts of Area Developer to Franchisor or its affiliated or subsidiary corporations are paid.

11.9.3 Area Developer is not in default hereunder.

11.9.4 Franchisor is reasonably satisfied that the transferee meets all of the requirements of Franchisor for new area developers, including but not limited to, good reputation and character, business acumen, operational ability, management skills, financial strength and other business considerations.

11.9.5 Transferee executes or, in appropriate circumstances, causes all necessary parties to execute, Franchisor's standard form of Area Development Agreement, Franchise Agreements for all Bakery-Cafés open or under construction hereunder, and such other then-current ancillary agreements, including personal guarantees, being required by Franchisor of new area developers on the date of transfer.

11.9.6 Area Developer executes a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its officers, directors, employees and principal stockholders of any and all claims and causes of action that he may have against Franchisor or any subsidiary or affiliated corporations in any way relating to this Agreement or the performance or non-performance thereof by Franchisor.

11.9.7 Area Developer or transferee pays to Franchisor a transfer fee in an amount equal to ten percent (10%) of the Development Fee paid by Area Developer to cover Franchisor reasonable costs in effecting the transfer and in providing training and other initial assistance to transferee.

11.10 Upon the death or mental incapacity of any person with an interest of more than twenty-five percent (25%) in this Agreement or in Area Developer, the executor, administrator or personal representative of such person shall transfer his interest to a third party approved by Franchisor within twelve (12) months. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions set forth in Section 11.1 hereof, the personal representative of the deceased shall have a reasonable time, not to exceed twelve (12) months from the date said personal representative is appointed, to dispose of the deceased's interest in Area Developer or in the Development Rights, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. It is understood and agreed, however, that notwithstanding the foregoing, the Minimum Performance Schedule shall be complied with as though no such death or mental incapacity had occurred. In the event the interest described above is not disposed of within such time, Franchisor shall have the right to terminate this Agreement, provided such termination had not previously occurred for failure to perform pursuant to the Minimum Performance Schedule, upon ninety (90) days' notice to Area Developer's representative, or Franchisor shall have the right to re-purchase same at the same price being sought by the Area Developer's representative.

11.11 Franchisor's consent to a transfer of any interest in Area Developer or in the Development Rights pursuant to this Section shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor right to demand exact compliance with any of the terms of this Agreement by the transferee.

11.12 Franchisor shall have the right, without the need for Area Developer's consent, to assign, transfer or sell its rights under this Agreement to any person, partnership, corporation or other legal entity provided that the transferee agrees in writing to assume all obligations undertaken by Franchisor herein and Area Developer receives a statement from both Franchisor and its transferee to that effect. Upon such assignment and assumption, Franchisor shall be under no further obligation hereunder, except for accrued liabilities, if any. Area Developer further agrees and affirms that Franchisor may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any of the above sales, assignments and dispositions, Area Developer expressly and specifically waives any claims, demands or damages arising from or related to the loss of Franchisor name, Marks (or any variation thereof) and System and/or the loss of association with or identification of Franchisor as Franchisor under this Agreement. Area

Developer specifically waives any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing.

If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the "Franchisor" business or to offer or sell any products or services to Area Developer.

11.13 This Agreement shall inure to the benefit of Franchisor, its successors and assigns, and Franchisor shall have the right to transfer or assign all or any part of its interest herein to any person or legal entity, provided such transferee agrees to perform all of Franchisor obligations hereunder.

## SECTION XII
## COVENANTS

12.1 Area Developer specifically acknowledges that, pursuant to this Agreement, Area Developer will receive valuable training and confidential information, including, without limitation, secret recipes, information regarding the marketing methods and techniques of Franchisor and the System. Area Developer covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Area Developer and persons controlling, controlled by or under common control with Area Developer, shall not, either directly or indirectly, for himself, or through, on behalf of or in conjunction with any person, persons or legal entity:

12.1.1 Divert or attempt to divert any business or client of the Franchised Business 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 Marks and the System.

12.1.2 Employ or seek to employ any person who is at the time employed by Franchisor or by any other franchisee or Area Developer of Franchisor, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat.

12.1.3 Own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any restaurant or food service business other than the Franchised Business (including any business operated by Area Developer prior to entry into this Agreement) specializing, in whole or in part, in the sale of the proprietary products for on-premises and carry-out consumption and/or operating a similar business concept selling the proprietary products sold by Franchisor or any of its franchisees or which Area Developer may be authorized to offer in connection with the Franchised Business.

12.2 Area Developer covenants that, except as otherwise approved in writing by Franchisor, Area Developer shall not, for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement, and continuing for two (2) years thereafter (and, in case of any violation of this covenant, for two (2) years after the violation ceases), either directly or indirectly, for himself or herself, or through, on behalf of or in conjunction with any person, persons, partnership or corporation, own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any business other than the Franchised Business specializing, in whole or in part, in providing the sale of the proprietary food items for on-premises and carry-out consumption and/or operating a similar business concept selling those food items sold by Franchisor, its franchisees or any other type of service which Area Developer may be authorized to offer in connection with the Franchised Business, which is located:

12.2.1 Within the Development Area; or

12.2.2 Within a radius of ten (10) miles of the location of any Bakery-Café; or

12.2.3 Within a radius of ten (10) miles of the location of any other business using the System, whether franchised or owned by Franchisor.

12.3 Subsections 12.1.3 and 12.2 of this Section shall not apply to ownership by Area Developer of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation or other entity which is registered under the Securities Exchange Act of 1934.

12.4 The parties 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 Section XII is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Area Developer expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section XII.

12.5 Area Developer understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Subsections 12.1 and 12.2 or any portion thereof, without Area Developer's consent, effective immediately upon receipt by Area Developer of written notice thereof, and Area Developer agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XVI hereof.

12.6 Area Developer expressly agrees that the existence of any claim it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section XII.

12.7 Area Developer acknowledges that any failure to comply with the requirements of this Section XII would cause Franchisor irreparable injury for which no adequate remedy at law may be available, and Area Developer hereby accordingly consents to Franchisor seeking injunctive relief prohibiting any conduct by Area Developer in violation of the terms of this Section XII. Franchisor may further avail itself of any other legal or equitable rights and remedies which it may have under this Agreement or otherwise.

12.8 At Franchisor request, Area Developer shall require and obtain the execution of covenants similar to those set forth in this Section XII (including covenants applicable upon the termination of a person's relationship with Area Developer) from any or all of the following persons:

12.8.1 All Bakery-Café managers of Area Developer and any other personnel employed by Area Developer who have received training from Franchisor;

12.8.2 All officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities of Area Developer and of any corporation directly or indirectly controlling Area Developer, if Area Developer is a corporation; and

12.8.3 The general partners and any limited partners (including any corporation, and the officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities of any

corporation which controls, directly or indirectly, any general or limited partner), if Area Developer is a partnership.

Each covenant required by this Subsection 12.8 shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third party beneficiary of such covenants with the independent right to enforce them. Failure by Area Developer to obtain execution of a covenant required by this Subsection 12.8 shall constitute a default under Section IX hereof.

12.9 During the term of this Agreement, an officer or agent of Franchisor shall have the right to inspect any Bakery-Café in which Area Developer has an interest at reasonable times and during normal business hours to the extent reasonably necessary to determine whether the conditions of this Section XII are being satisfied. If, by reason of such inspections or otherwise, Franchisor has reason to believe that Area Developer is not in full compliance with the terms of this Section, Franchisor shall give notice of such default to Area Developer, specifying the nature of such default. If Area Developer denies that it is in default hereunder, as specified by Franchisor, it shall have the burden of establishing that such default does not exist and shall give notice to Franchisor of its position, within ten (10) days of receipt of the notice from Franchisor. Unless Area Developer so denies such default, it shall immediately take all steps to cure said default in a manner satisfactory to Franchisor.

## SECTION XIII
## NOTICES

All notices or demands to be given under this Agreement shall be in writing and shall be served in person, by air courier delivery with a guaranteed tracking facility, by certified mail, by facsimile transmission or by electronic transmission (email). Service shall be deemed conclusively made (i) at the time of service, if personally served; (ii) three (3) business days after delivery by the party giving the notice, statement or demand if by air courier with a guaranteed tracking facility; (iii) three (3) business days after placement in the United States mail by certified mail, return receipt requested, with postage prepaid; (iv) on the day of facsimile transmission to the facsimile number given below if telephonic confirmation of receipt is obtained by the sender promptly after completion of facsimile transmission; and (v) on the day of electronic transmission to the email address given below if confirmation of receipt is obtained by the sender promptly after completion of electronic transmission. Notices are:

Notices to Franchisor:
Tous Les Jours International Corp.
6131 Orangethorpe Ave., Suite 501
Buena Park, CA 90620
Tel: (323) 480-9100
Fax: (323) 480-9101
Attention: President

Notices to the Area Developer:
_____
_____
_____
_____
Fax:
Email:

Either party may change its address for the purpose of receiving notices, demands and other communications provided by a written notice given in the manner aforesaid to the other party.

## SECTION XIV
## INDEPENDENT CONTRACTOR AND INDEMNIFICATION

14.1 It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. Each party to this Agreement is an independent contractor, and neither shall be responsible for the debts or liabilities incurred by the other.

14.2 Area Developer shall hold itself out to the public to be an independent contractor operating pursuant to this Agreement. Area Developer agrees to take such actions as shall be necessary to that end.

14.3 Area Developer understands and agrees that nothing in this Agreement authorizes Area Developer 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 that Franchisor assumes no liability for, nor shall be deemed liable by reason of, any act or omission of Area Developer or any claim or judgment arising therefrom. Area Developer shall indemnify and hold Franchisor and Franchisor's officers, directors, and employees harmless against any and all such claims arising directly or indirectly from, as a result of, or in connection with Area Developer's activities hereunder, as well as the cost, including reasonable attorneys' fees, of defending against them, except that the foregoing shall not apply to infringement actions regarding the Marks which are caused solely by actions of Franchisor or actions caused by the negligent acts of Franchisor or its agents.

## SECTION XV
## APPROVALS

15.1 Whenever this Agreement requires the prior approval or consent of Franchisor, Area Developer shall make a timely written request to Franchisor, and, except as otherwise provided herein, any approval or consent granted shall be in writing.

15.2 Franchisor makes no warranties or guarantees upon which Area Developer may rely, and assumes no liability or obligation to Area Developer or any third party to which it would not otherwise be subject, by providing any waiver, approval, advise, consent or services to Area Developer in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefore.

## SECTION XVI
## NON-WAIVER

No failure of Franchisor to exercise any power reserved to it under this Agreement or to insist upon compliance by Area Developer with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor rights to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's right with respect to any subsequent default of the same or of a different nature; nor shall any delay, forbearance or omission of Franchisor to exercise any power or right arising out of any breach or default by Area Developer of any of the terms, provisions or covenants of this Agreement affect or impair Franchisor's rights, nor shall such constitute a waiver by Franchisor of any rights hereunder or rights to declare any subsequent breach or default.

## SECTION XVII
## SEVERABILITY AND CONSTRUCTION

17.1 Each covenant and provision of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. The provisions of this Agreement shall be deemed severable.

17.2 If all or any portion of a covenant or provision of this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a decision to which Franchisor is a party, Area Developer expressly agrees to be bound by any lesser covenant or provision imposing the maximum duty permitted by law which is subsumed within the terms of such covenant or provision, as if that lesser covenant or provision were separately stated in and made a part of this Agreement.

17.3 Nothing in this Agreement shall confer upon any person or legal entity other than Franchisor or Area Developer, and such of their respective successors and assigns as may be contemplated by Section XI hereof, any rights or remedies under or by reason of this Agreement.

17.4 All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision hereof.

17.5 All references herein to gender and number shall be construed to include such other gender and number as the context may require, and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Area Developer shall be deemed jointly and severally undertaken by all those executing this Agreement on behalf of Area Developer.

17.6 This Agreement may be executed in multiple counterparts, and each copy of executed Agreement shall be deemed an original.

## SECTION XVIII
## ENTIRE AGREEMENT - APPLICABLE LAW

This Agreement, the documents referred to herein and the Exhibits attached hereto constitute the entire, full and complete agreement between Franchisor and Area Developer concerning the subject matter hereof and supersede any and all prior agreements. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. This Agreement shall be interpreted and construed under the laws of the State of California, and the parties hereto consent to irrevocably submit to the jurisdiction of all courts located within the State of California, County of Orange. Nothing in this Agreement or in any related agreement is intended to disclaim the representations in Franchisor's franchise disclosure document. Notwithstanding anything to the contrary herein, Franchisor acknowledges and agrees that (i) Area Developer may bring a lawsuit against Franchisor in the state of Maryland for any claim arising under the Maryland Franchise Registration and Disclosure Law, (ii) pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law and (iii) any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

## ARTICLE XIX
## ARBITRATION

19.1 IN THE EVENT ANY PARTY IS REQUIRED TO EMPLOY LEGAL COUNSEL OR TO INCUR OTHER REASONABLE EXPENSES TO ENFORCE ANY OBLIGATION OF ANOTHER PARTY HEREUNDER, OR TO DEFEND AGAINST ANY CLAIM, DEMAND, ACTION, OR PROCEEDING BY REASON OF ANOTHER PARTY'S FAILURE TO PERFORM ANY OBLIGATION IMPOSED UPON SUCH PARTY BY THIS AGREEMENT, AND PROVIDED THAT LEGAL ACTION IS FILED BY OR AGAINST THE FIRST PARTY AND SUCH ACTION OR THE SETTLEMENT THEREOF ESTABLISHES THE OTHER PARTY'S DEFAULT HEREUNDER, THEN THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY THE AMOUNT OF ALL REASONABLE ATTORNEYS' FEES OF SUCH COUNSEL AND ALL OTHER EXPENSES REASONABLY INCURRED IN ENFORCING SUCH OBLIGATION OR IN DEFENDING AGAINST SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING, WHETHER INCURRED PRIOR TO OR IN PREPARATION FOR OR CONTEMPLATION OF THE FILING OF SUCH ACTION THEREAFTER. NOTHING CONTAINED IN THIS PARAGRAPH SHALL RELATE TO ARBITRATION PROCEEDINGS PURSUANT TO THIS AGREEMENT.

19.2 EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS AGREEMENT, THE PARTIES AGREE THAT ALL CONTRACT DISPUTES THAT CANNOT BE AMICABLY SETTLED SHALL BE DETERMINED SOLELY AND EXCLUSIVELY BY ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AS AMENDED AND IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR ANY SUCCESSOR THEREOF. ARBITRATION SHALL TAKE PLACE AT AN APPOINTED TIME AND PLACE IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE.

19.3 EACH PARTY SHALL SELECT ONE (1) ARBITRATOR (WHO SHALL NOT BE COUNSEL FOR THE PARTY), AND THE TWO (2) SO DESIGNATED SHALL SELECT A THIRD ARBITRATOR. IF EITHER PARTY SHALL FAIL TO DESIGNATE AN ARBITRATOR WITHIN SEVEN (7) DAYS AFTER ARBITRATION IS REQUESTED, OR IF THE TWO ARBITRATORS SHALL FAIL TO SELECT A THIRD ARBITRATOR WITHIN FOURTEEN (14) DAYS AFTER ARBITRATION IS REQUESTED, THEN AN ARBITRATOR SHALL BE SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION OR ANY SUCCESSOR THERETO UPON APPLICATION OF EITHER PARTY. JUDGMENT UPON ANY AWARD OF THE MAJORITY OF THE ARBITRATORS SHALL BE BINDING AND SHALL BE ENTERED IN A COURT OF COMPETENT JURISDICTION. THE AWARD OF THE ARBITRATORS MAY GRANT ANY RELIEF WHICH MIGHT BE GRANTED BY A COURT OF GENERAL JURISDICTION, INCLUDING, WITHOUT LIMITATION, BY REASON OF ENUMERATION, AWARD OF DAMAGES (BUT EXCLUDING INJUNCTIVE RELIEF), AND MAY, IN THE DISCRETION OF THE ARBITRATORS, ASSESS, IN ADDITION, THE COSTS OF ARBITRATION, INCLUDING THE REASONABLE FEES OF THE ARBITRATORS AND REASONABLE ATTORNEYS' FEES, AGAINST EITHER OR BOTH PARTIES, IN PROPORTIONS AS THE ARBITRATORS SHALL DETERMINE.

19.4 NOTHING HEREIN CONTAINED SHALL BAR THE RIGHT OF EITHER PARTY TO SEEK AND OBTAIN TEMPORARY AND PERMANENT INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION CONSISTENT WITH ARTICLE XIX HEREOF IN ACCORDANCE WITH APPLICABLE LAW AGAINST THREATENED CONDUCT THAT WILL IN ALL PROBABILITY CAUSE LOSS OR DAMAGE TO AREA DEVELOPER OR COMPANY.

19.5 IT IS THE INTENT OF THE PARTIES THAT ANY ARBITRATION BETWEEN THE AREA DEVELOPER AND COMPANY REGARDING A CLAIM OF AREA DEVELOPER SHALL BE OF AREA DEVELOPER'S INDIVIDUAL CLAIM AND THAT NO SUCH CLAIM SUBJECT TO ARBITRATION SHALL BE ARBITRATED ON A CLASS-WIDE BASIS.

## SECTION XX
## TIMELY PERFORMANCE

Area Developer hereby acknowledges that its timely development of the Bakery-Cafés in the Development Area in accordance with the Minimum Performance Schedule is of material importance to Franchisor and Area Developer. Area Developer agrees, as a condition of the continuance of the rights granted hereunder, to develop and open Bakery-Cafés within the Development Area in accordance with the Minimum Performance Schedule, to operate such Bakery-Cafés pursuant to the terms of the Franchise Agreements and to maintain all such Bakery-Cafés in operation continuously. A failure or delay in performance by any party to this Development Agreement shall not be a default hereunder if such failure or delay arises out of or results from a Force Majeure, which for purposes of this Development Agreement shall be defined as fire, flood, earthquake or other natural disasters, or acts of a public enemy, war, rebellion or sabotage.

## SECTION XXI
## EFFECTIVE DATE

This Agreement shall be effective as of the date it is executed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have duly executed, sealed and delivered this Agreement in triplicate on the day and year first above written.

| FRANCHISOR | AREA DEVELOPER: |
|---|---|
| By:_____ | By:_____ |
| (Signature) | (Signature) |
| _____ | _____ |
| (Printed Name & Title) | (Printed Name & Title) |

**TOUS LES JOURS INTERNATIONAL CORP.**

**AREA DEVELOPMENT AGREEMENT**

**EXHIBIT "A"**

**Minimum Performance Schedule**

The Agreement authorizes and obliges Area Developer to establish and operate _____ ( ) "Franchisor" Bakery-Cafés pursuant to a Franchise Agreement for each Bakery-Café. The following is Area Developer's Minimum Performance Schedule:

| Bakery-Café Number | Open & Operating On or Before | Payment Made | Balance Due Per Store | Due Date |
|---|---|---|---|---|
| | | | | Upon simultaneous Execution of Franchise Agreement and Area Development Agreement |
| 1 | | | $ -0- | Paid in full |
| 2 | | | | On the earlier of (i) the date a lease or purchase agreement for the Bakery-Café is executed or (ii) ninety (90) days prior to the scheduled opening date for said Bakery-Café |
| 3 | | | | On the earlier of (i) the date a lease or purchase agreement for the Bakery-Café is executed or (ii) ninety (90) days prior to the scheduled opening date for said Bakery-Café |
| 4 | | | | On the earlier of (i) the date a lease or purchase agreement for the Bakery-Café is executed or (ii) ninety (90) days prior to the scheduled opening date for said Bakery-Café |
| 5 | | | | On the earlier of (i) the date a lease or purchase agreement for the Bakery-Café is executed or (ii) ninety (90) days prior to the scheduled opening date for said Bakery-Café |

APPROVED:

AREA DEVELOPER

By:_____

FRANCHISOR

By:_____

**TOUS LES JOURS INTERNATINOAL CORP.**

**AREA DEVELOPMENT AGREEMENT**

**EXHIBIT "B"**

**Development Area**

The following describes the Development Area within which Area Developer may locate "Franchisor" Bakery-Cafés under this Agreement:

APPROVED:

| AREA DEVELOPER | Franchisor |
|---|---|
| By:_____ | By:_____ |

**TOUS LES JOURS INTERNATIONAL CORP.**

**EXISTING BAKERY-CAFÉS IN DEVELOPMENT AREA**

**EXHIBIT "C"**

APPROVED:

| AREA DEVELOPER | FRANCHISOR |
| --- | --- |
| By:_____ | By:_____ |

**EXHIBIT E**

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**Tous Les Jours**

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# EXHIBIT F
# LIST OF CURRENT FRANCHISEES

| City, State | Franchisee | Address | Telephone Number |
|---|---|---|---|
| Huntsville, AL | TLJ Alabama LLC | 1026 Midcity Dr, Huntsville, AL 35806 | 256-679-6656 |
| Mesa, AZ | SJB BAKERY, INC. | 1135 S. Dobson Rd., Mesa, AZ 85202 | 480-833-9500 |
| Arcadia, CA | SCL Bakers, , Inc. | 1101 W. Huntington Dr., Arcadia, CA 91007 | 626-241-1270 |
| Diamond Bar, CA | Mark Hoon Kang | 2825 S. Diamond Bar Blvd. Diamond Bar, CA 91765 | 562-331-4223 |
| Dublin, CA | Jae and Hyun Choi | 7151 Amador Plaza Rd. Dublin, CA 94568 | 510-414-2629 |
| Fremont, CA | Jams Bakery LLC | 46819 Warm Spring Blvd. Fremont, CA 94539 | 469-585-2837 |
| Fullerton, CA | Lues Bakery, Inc. | 1993 W Malvern Ave. Ste A, Fullerton, CA 92833 | 714-519-3455 |
| Irvine, CA | KYC Group Inc | 3735 - 3995 Alton Pkwy, Irvine, CA 92606 | 424-903-9594 |
| Irvine, CA | KYC Group Inc | 3931 Irvine Blvd, Irvine, CA 90602 | 424-903-9594 |
| La Jolla, CA | O2 LLC | 3363 Nobel Dr, La Jolla, CA 92037 | 858-836-1016 |
| Lakewood, CA | H-Mart Lakewood, LLC | 20137 Pioneer Blvd., Lakewood, CA 90715 | 562-303-9810 |
| Livermore, CA | Paradise Patisserie LLC | 4439 First St, Livermore, CA 94551 | 937-215-9475 |
| Los Angeles, CA | AJ Lee Bakery Inc. | 2736 Olympic Blvd. Los Angeles, CA 90006 | 323-733-8345 |
| Los Angeles, CA | Soo Jeung Yang | 450 S. Western Ave. #103 Los Angeles, CA 90020 | 213-487-3500 |
| Los Angeles, CA | Go Bakery, Inc. | 404 E 2nd St., Los Angeles, CA 90012 | 213-444-8255 |
| Northridge, CA | Jay Choe | 10201 Reseda Blvd. #107 Northridge, CA 91324 | 213-219-2402 |
| Pleasanton, CA | Treats Sweets LLC | 3002 W Jack London Blvd, Livermore, CA 94551 | 925-828-7081 |
| Pleasant Hill, CA | Haimin Yu | 508 Contra Costa Blvd Ste S Pleasant Hill, CA 94523 | 925-826-5869 |
| Roseville, CA | Sri Shashti LLC | 9400 Fairway Dr Ste #120, Roseville, CA 95678 | 916-699-5745 |
| San Diego, CA | Sang Do Lee | 7725 Balboa Ave., San Diego, CA 92111 | 858-836-1016 |
| San Diego, CA | BLGE INC | 1420 E Plaza Blvd, National City, CA 91950 | 619-773-6033 |
| San Jose, CA | H-Mart San Jose, LLC | 1710 Oakland Rd., San Jose, CA 95131 | 408-770-8266 |
| Santa Clara, CA | Jeanie Chong | 3535 Homestead Rd, Santa Clara, CA 95051 | 469-585-2837 |
| Stevenson Ranch, CA | TTOBAGI Corp | 24935 Pico Canyon Rd, Stevenson Ranch CA 91381 | 661-383-9582 |
| Westminster, CA | BNC INC | 16450 Beach Blvd, Westminster, CA 92683 | 657-204-9232 |
| Westgate-San Jose, CA | Hyunjoo Lee | 5261 Prospect Rd, San Jose, CA 95129 | 408-898-2215 |
| Torrance, CA | SCL Bakers, Inc. | 4340 Pacific Coast Hwy, Torrance, CA 90505 | 310-974-6330 |
| Aurora, CO | TLJ Aurora Bakery & Snacks, Inc. | 2892 S Havana St, Aurora, CO 80014 | 303-755-7014 |
| Thornton, CO | TLJ Aurora Bakery & Snacks, Inc. | 14352 Lincoln St #107, Thornton, CO 80023 | 303-955-1964 |
| Westminster, CO | TLJ Westminster, LLC | 5024 W 92nd Ave, Ste B 1, Westminster, CO 80031 | 720-456-6627 |
| New Haven, CT | C&S Family Bakery LLC | 831 Chapel St, New Haven, CT 06510 | 585-732-1994 |
| Washington, District of Columbia | Luna Hall Rockville Inc | 625 H St NW Unit 103, Washington, DC 20001 | 202-621-7811 |
| Jacksonville, FL | David Moon | 9355 Atlantic Blvd, Jacksonville, FL 32225 | 904-367-3901 |
| Orlando, FL | Bread & Co LLC | 3191 W Colonial Dr, Orlando, FL 32808 | 321-316-4969 |
| Orlando, FL | Bread & Co LLC | 5555 S Kirkman Rd, Orlando, FL 32819 | 321-316-4969 |
| Tampa, FL | Jung Moon | 17605 Bruce B Downs Blvd, Tampa, FL 33647 | 321-316-4969 |
| Wesley Chapel, FL | Masita LLC | 27209 State Rd 56, Wesley Chapel, FL 33544 | 813-842-3969 |
| Winter Park, FL | Bread & Co LLC | 1230 W Fairbanks Ave, Winter Park, FL 32789 | 321-316-4969 |
| Buford, GA | Ajumma Group LLC | 2725 Hamilton Mill Rd Suite 2300, Buford, GA 30519 | 470-915-5573 |
| Columbus, GA | Andy Yang | 6589 Whittlesey Blvd, Columbus, GA 31909 | 706-681-4808 |
| Doraville, GA | Soon Mo Yeon | 6035 Peachtree Industrial Blvd. Doraville, GA | 678-691-7235 |
| Duluth, GA | Soon Mo Yeon | 2550 Pleasant Hill Rd #300, Duluth, GA 30096 | 678-691-7235 |
| Johns Creek, GA | Soon Mo Yeon | 10820 Abbotts Bridge Rd, Johns Creek, GA 30097 | 770-497-9180 |
| Peachtree City, GA | Peachtree Bakery INC | 1106 N Peachtree Pkwy, Peachtree City, GA 30269 | 678-894-5486 |
| Suwanee, GA | Soon Mo Yeon | 2700 Lawrenceville Suwanee Rd, Suwanee, GA 30024 | 678 546-1526 |

| | | | |
|---|---|---|---|
| Riverdale, GA | Soon Mo Yeon | 6335 HWY 85, Riverdale, GA 30274 | 770-909-0906 |
| Honolulu, HI | TLJ Hawaii LLC | 711 Ke'eaumoku St, Honolulu HI 96814 | 808-762-9797 |
| Arlington Heights, IL | Jongpil Park | 15 W Golf Rd, Arlington Heights, IL 60005 | 215-791-1525 |
| Chicago, IL | Tingting Zheng | 2144 S. Archer Ave., Chicago, IL 60616 | 312-885-0808 |
| Chicago, IL | Richard Sang Kim | 1726 W Division St. Chicago, IL 60622 | 773-697-8227 |
| Chicago, IL | JCQC, LLC | 1431 West Taylor St, Chicago, IL 60607 | 312-763-3278 |
| Glenview, IL | HMLT CROSS GV, INC | 1685 Milwaukee Ave. Glenview, IL 60025 | 215-791-1525 |
| Lombard, IL | Jongpil Park | 2820 S. Highland Ave. Lombard, IL 60148 | 215-791-1525 |
| Naperville, IL | Jongpil Park | 1512 N. Naper Blvd., #132, Naperville, IL 60563 | 215-791-1525 |
| Schaumburg, IL | BK International LLC | 20 E Golf Rd. Schaumburg, IL 60173 | 847-610-3992 |
| Vernon Hills, IL | Jongpil Park | 670 Hawthorn Center, Vernon Hills, IL 60061 | 215-791-1525 |
| Carmel, IN | D One Wealth LLC | 110 W Main St Ste 115, Carmel, IN, 46032 | 317-690-6195 |
| Indianapolis, IN | Saraga Bakery LLC | 8448 Center Run Dr, Indianapolis, IN 46250 | 317-690-6195 |
| Jordan Creek, IA | Sai Foods LLC | 6880 EP True Pkwy #101, West Des Moines, IA 50266 | 515-644-6999 |
| Lawrence, KS | VIE GLOBAL LLC | 525 Wakarusa Dr. Lawrence, KS 66049 | 913-383-2828 |
| Overland Park, KS | Keith Ahn | 10348 Metcalf Ave. Overland Park, KS 66212 | 913-383-2828 |
| Allston, MA | MOMOS Bakery INC | 152 Harvard Ave., Allston, MA 02134 | 617-787-1069 |
| Burlington, MA | Ya Lai Xi Corporation | 3 Old Concord Rd. Burlington, MA 01803 | 781-272-2800 |
| Malden, MA | Yalailai, Inc. | 230 Pleasant St, Malden, MA 02148 | 781-480-4321 |
| Quincy, MA | Yalailai, Inc. | 101 Falls Blvd, Quincy, MA 02169 | 617-787-1069 |
| Quincy, MA | Sheng Su | 48 Billings Rd, Quincy, MA 02171 | 617-787-1069 |
| Natick, MA | Duchang Investments Inc | 1245 Worcester St. Ste 2094, Natick, MA 01760 | 508-907-6906 |
| Newton, MA | YALAI, INC. | 747 Beacon St, Newton, MA 02459 | 617-467-4263 |
| Arundel Mills, MD | Peter Zhang | 7000 Arundel Mills Circle, Hanover MD 21076 | To be provided |
| Catonsville, MD | Sunrise FB LLC | 6427 Baltimore National Pike St, Catonsville, MD 21228 | 443-860-9471 |
| Columbia, MD | Food Group MD | 8865 Stanford Blvd Suite 123, Columbia, MD 21045 | 667-359-8029 |
| Ellicott City, MD | TLJ Ellicott City LLC | 9380 Baltimore National Pike, Suite 111, Ellicott City, MD 21042 | 410-461-6301 |
| Fredrick, MD | Brian Carey | 1170 W Patrick St, Frederick, MD 21702 | 301-835-7914 |
| Gaithersburg, MD | Youngho Hwang | 1 Grand Corner Ave, Gaithersburg, MD 20878 | 240-403-7218 |
| Germantown, MD | Zerojip, Inc. | 13069 Wisteria Dr, Germantown, MD 20874 | 703-589-4682 |
| Hunt Valley, MD | Li Chen | 110 Shawan Rd Ste 2, Cockeysville, MD 21030 | 443-689-2408 |
| Laurel, MD | Zong Chen | 14708 Baltimore Ave Stg 109, Laurel, MD 20707 | 410-616-3560 |
| Towson, MD | Li Qun, Chen | 501 York Rd, Towson, MD 21204 | 667-206-2026 |
| Ann Arbor, MI | Jinwan Lee | 300 S Maple Rd, Ann Arbor, MI 48103 | 224-578-2642 |
| Novi, MI | Touslesjours Three Inc | 42970 Grand River Ave Novi, MI 48375 | 248-792-3347 |
| Troy, MI | The Real Green Company | 1699 Crooks Rd, Troy, MI 48084 | 248-792-3347 |
| Maplewood, MN | Sheng Zheng | 1745 Beam Ave, St Paul, MN 55109 | 651-968-1688 |
| Maple Grove, MN | Sheng Zheng | 12407 Elm Creek Blvd STE A-14, Maple Grove, MN, 55369 | 612-298-1949 |
| Richfield, MN | Sheng Zheng | 6601 Nicollet Ave, Richfield, MN 55423 | 612-298-1949 |
| Oakdale, MN | Sheng Zheng | 8368 3rd St N, Oakdale, MN 55128 | 651-968-3868 |
| Ballwin, MO | TLJ of MO LLC | 14248 Manchester Rd Suite D, Manchester, MO 63011 | 636-406-2535 |
| University City, MO | TLJ of MO LLC | 6681 Delmar Blvd, University City MO 63130 | 314-926-0799 |
| Cary, NC | Café Lami, LLC | 1961 High House Rd. Cary, NC 27519 | 919-535-5514 |
| Charlotte, NC | BNF Two Inc | 4625 Piedmont Row Dr, Charlotte, NC 28207 | 704-296-3396 |
| Pineville, NC | A&I Enterprise Group Inc | 10500 Centrum Pkwy, Pineville, NC 28134 | 704-296c-3396 |
| Charlotte, NC | Bon, Boss LLC | 2041 South Blvd, Charlotte, NC 28203 | 917-528-9002 |
| Cedar Walk Lane, NC | C&Y AB, INC | 16709 Orchard Stone Run, Charlotte, NC 28277 | 980-201-9919 |
| Holly Springs, NC | Sweet Deux LLC | 300 Village Walk Dr, Holly Springs, NC 27540 | 919-285-2907 |
| Raleigh, NC | Chulho Chang | 15 Seaboard Ave, Raleigh, NC 27604 | 919-301-8131 |
| Omaha, NE | Samisty Bakery, LLC | 7538 Dodge St, Omaha, NE 68114 | 308-850-0080 |
| Omaha, NE | Ning Yang | 16950 Wright Plaza #151, Omaha, NE 68130 | 402-452-3199 |
| Plymouth, NM | MNR Holding INC | 4130 Berkshire Lane N, Plymouth MN 55446 | 763-363-9688 |
| Bergenfield, NJ | 387SJ Corp | 387 S Washington Ave, Bergenfield, NJ 07621 | 201-410-3553 |
| Closter, NJ | Tous Les Jours Closter, LLC | 40 Homans Ave. Closter, NJ 07624 | 201-937-9123 |
| Cherry Hill, NJ | Haddonfield Bakery Inc | 826 Haddonfield Rd. Cherry Hill, NJ 08002 | 856-488-1100 |

| East Rutherford, NJ | Cafe Lami LLC | 1 American Dream Way, East Rutherford NJ 07073 | 201-870-6292 |
|---|---|---|---|
| Edison, NJ | Bakery & Life Style Inc | 1761 State Route 27, Edison, NJ 08817 | 732-985-4588 |
| Fort Lee, NJ | Boombeam Inc | 112 Linwood Plaza #130 Fort Lee, NJ 07024 | 201-461-2870 |
| Little Ferry, NJ | Boombeam Inc | 260 Bergen Turnpike, Little Ferry, NJ 07643 | 201-870-6292 |
| Montclair, NJ | Kyungah Lee | 520 Bloomfield Ave, Montclair, NJ 07042 | 213-364-5947 |
| Paramus, NJ | Café Lami, LLC | 60 NJ-17, Paramus, NJ 07652 | 917-680-8992 |
| Ridgefield, NJ | 387SJ Corp | 634 Bergen Blvd, Ridgefield, NJ 07657 | 201-835-8282 |
| West Windsor, NJ | TLJ Wacker DT, LLC | 64 Princeton Hightstown Rd, West Windsor Township, NJ 08550 | 908-821-6207 |
| Henderson, NV | Everyday Henderson LLC | 10050 S Eastern Ave Suite 120, Henderson, NV 89052 | 702-830-2360 |
| Las Vegas, NV | Prosperous Peak LLC | 8140 S. Rainbow Blvd. Las Vegas, NV, 89139 | 702-272-1209 |
| Las Vegas, NV | Everyday Las vegas, LLC | 4731 Spring Mountain Rd Ste b, Las Vegas, NV 89102 | 702-830-2360 |
| Bay Ridge, NY | Wen Zheng | 469 86th St, Brooklyn, NY 11209 | 718-333-5176 |
| Brooklyn, NY | Trouvaille Group Corp | 6003 8th Ave., Brooklyn, NY 11220 | 646-239-8199 |
| Brooklyn, NY | Cnz Holding Corp | 2017 86th St., Brooklyn, NY.11214 | 718-872-5450 |
| Brooklyn, NY | Aaron Chen | 107 York St, Brooklyn, NY 11201 | 917-774-1191 |
| Bronxville, NY | Boombeam Inc | 19 Park Pl, Bronxville, NY 10708 | 201-870-6292 |
| Centereach, NY | TLJ Centereach LLC | 1759 Middle Country Rd, Centereach, NY 11720 | 631-629-1668 |
| Elmhurst, NY | Elmhurst TLJ Inc | 85-15 Queens Blvd, Elmhurst, NY 11373 | 718-213-2828 |
| Flushing, NY | Chong-Yan Tan | 39-16 Prince Street Flushing, NY 11354 | 718-888-1992 |
| Flushing, NY | Tous Les Jours 164 Inc. | 164-01 Northern Blvd, Flushing, NY 11358 | 646-770-5057 |
| Forest Hills, NY | Zhe Liu | 107-35 71st Ave, Forest Hills, NY 11375 | 347-233-2184 |
| Glen Oaks, NY | TLJ 27102 INC. | 271-02 Union Tpke, Queens, NY 11040 | 646-770-5057 |
| Great Neck, NY | TLJ Greatneck Group, Inc | 41 Great Neck Rd, Great Neck, NY 11021 | 347-459-5075 |
| Hartsdale, NY | Boombeam Inc | 371 N. Central Ave., Hartsdale, NY 10530 | 914-358-4130 |
| Kew Gardens, NY | Zhe Liu | 8107 Kew Gardens Rd, Kew Gardens, NY 11415 | 614-284-1775 |
| New York, NY | Patisseries Saines Corp | 7 Division St, New York, NY 10002 | 212-966-6777 |
| New York, NY | B&D 32 Inc | 31 W. 32nd St., New York, NY 10001 | 212-967-9661 |
| Smithtown, NY | Zuqing Chen | 1 Miller Pl, Smithtown, NY 11787 | 917-855-7688 |
| Syracuse, NY | Jong Hee Han | 2743 Erie Blvd E, Syracuse, NY 13224 | 315-449-0170 |
| White Plains, NY | Amber Jeong | 125 Mamaroneck Ave, White Plains, NY 10601 | 646-255-7201 |
| Columbus, OH | Everyday Bakery Corp | 2851 Olentangy River Rd, Columbus, OH 43202 | 614-284-1775 |
| Mason, OH | TLJCINCY LLC | 5675 Deerfield Blvd. Mason, OH 45040 | 917-475-6349 |
| Cincinnati, OH | TLJCINCY2 LLC | 4770 Field Ertel Rd, Cincinnati, OH 45249 | 917-475-6349 |
| Oxford, OH | Sweetbagel LLC | 5 W High St, Oxford OH 45056 | 513-593-5987 |
| Lyndhurst, OH | Sung Chang LLC | 5268 US-322, Lyndhurst, OH 44124 | 440-566-0166 |
| West Dublin, OH | GGDS, LLC | 7404 OH-161, Plain City, OH 43064 | 614-376-0955 |
| Oklahoma City, OK | Hong Tao Zhang | 1841 Belle Isle Blvd, Oklahoma City, OK 73118 | 316-258-9870 |
| Beaverton, OR | Everyday LLC | 11733 SW Beaverton Hillsdale Hwy, Beaverton, OR 97005 | 503-746-6735 |
| Happy Valley, OR | Six Balls LLC | 12000 SE 82nd Ave, Happy Valley, OR 97086 | 503-659-3773 |
| Hillsboro, OR | 83C LLC | 6221 N.E. Cornell Rd. Hillsboro, OR 97124 | 503-648-2191 |
| Portland, OR | &Coffee LLC | 917 SW Alder St, Portland, OR 97205 | 503-648-2191 |
| Blue Bell, PA | Chulho Chang | 700 Dekalb Pike, Blue Bell, PA 19422 | 704-298-3396 |
| Bryn Mawr, PA | Chan Lin | 393 W. Lancaster Ave, Bryn Mawr, PA 19041 | 917-353-9312 |
| Pittsburgh, PA | Adam Lin | 6226 Penn Ave, Pittsburgh, PA 15206 | 724-553-8223 |
| Elkins Park, PA | 1004 H&I Inc | 50 Yorktown Plz, Elkins Park, PA 19027 | 215-930-2006 |
| Montgomeryville, PA | Cony Café LLC | 981 N Wales Rd, North Wales, PA 19454 | 215-933-1122 |
| Philadelphia, PA | Five Loaves Inc | 2327 Cottman Ave., Unit A74, Philadelphia, PA 19149 | 562-822-8252 |
| Southampton, PA | BC Bakery LLC | 476A Second Street Pike, Southampton, PA 18966 | 215-494-0019 |
| Wayne, PA | Hao Yan Chen & Qi Ren Lin | 275 Swedesford Rd, Wayne, PA 19087 | 646-797-6218 |
| Willow Grove, PA | Brown Café LLC | 155 York Rd., Willow Grove, PA 19090 | 215-933-0530 |
| Memphis, TN | L&J Management and Investment GP | 5849 Poplar Ave #103, Memphis, TN 38119 | 901-695-3032 |
| Austin, TX | KF Dough, LLC | 11301 Lakeline Blvd., Austin, TX 78717 | 737-209-5978 |
| Austin, TX | MYMCCT, LLC | 6808 N. Lamar Blvd., B-115, Austin, TX 78752 | 512-373-8080 |
| Carrollton, TX | Anna Jang, Bon Sugary | 4070 SH121 #400, Carrollton, TX 75010 | 469-289-6650 |

| | Inc | | |
|---|---|---|---|
| Colleyville, TX | David Choi | 5605 Colleyville Blvd, Colleyville, TX 76034 | 714-231-1219 |
| Carrollton, TX | Sunkyung Sohn | 2625 Old Denton Rd. Suite 220, Carrollton, TX 75007 | 469-231-7864 |
| Fulshear, TX | HD Foodville, LLC | 27123 Fulshear Bend Dr, Fulshear, TX 77441 | 281-346-8046 |
| Houston, TX | SCL Bakers, Inc. | 9896 Bellaire Blvd Houston, TX 77036 | 713-360-3220 |
| Houston, TX | Chang Jun Bea | 1302 Blalock Road, Houston, TX 77055 | 832-874-9996 |
| Katy, TX | Ben & Hailey LLC | 23119 Colonial Pkwy, Bldg B., Katy, TX 77449 | 281-396-4687 |
| Killeen, TX | G3 JS Investment, LLC | 714 S Fort Hood St, Killeen, TX 76541 | 254-577-4777 |
| Orem, UT | TLJ OREM INC | 386 E University Pkwy, Orem, UT 84058 | 385-204-7752 |
| Plano, TX | Eun Kyung Kim | 3320 K Ave. #218 Plano, TX 75074 | 469-814-0882 |
| Midvale, UT | Trans Way Services, Inc | 25 Fort Union Blvd, Midvale, UT 84047 | 949-556-2122 |
| Salt Lake City, UT | Jiali Zhang | 3530 S State St, South Salt Lake, UT 84115 | 801-660-8453 |
| Annandale, VA | Three Sisters Group, LLC | 4243 John Marr Dr. Annandale, VA 22003 | 202-394-3385 |
| Arlington, VA | Dumpling District Arlington Inc | 4238 Wilson Blvd, STE 127, Arlington, VA 22203 | 703-567-0453 |
| Arlington, VA | TLJ Pentagon Inc | 1100 S Hayes St, Suite H40, Arlington, VA 22202 | 410-818-0168 |
| Burke, VA | JSJ Burke Inc | 9278 Old Keene Mill Rd, M Burke, VA 22015 | 703-675-4853 |
| Centerville, VA | TLJ Centerville, Inc. | 13834 Braddock Rd, Centreville, VA 20121 | 703-675-4853 |
| Chantilly, VA | TLJ Chantilly, LLC | 14452 Chantilly Crossing Lane, Chantilly, VA 20151 | 571-265-1311 |
| Gainesville, VA | TLJ Gateway, Inc | 7380 Atlas Walk Way, Gainesville, VA 20155 | 703-296-5514 |
| Newport News, VA | Sinabro Corp. | 12515 Jefferson Avenue #150, Newport News, VA 23602 | 757-642-1998 |
| Richmond, VA | Jung Moon | 7801 W Broad St, Richmond, VA 23294 | 321-316-4969 |
| Tysons, VA | Luna Hall Inc | 8201 Greensboro Dr, McLean, VA 22102 | 571-378-1672 |
| Reston, VA | Reston Station Tous les Jours Inc | 1800 Reston Row Plz Ste 110, Reston, VA 20190 | 571-777-2025 |
| Sterling, VA | Jung Moon | 30 Pidgeon Hill Dr, Sterling, VA 20165 | 321-316-4969 |
| Woodbridge, VA | Ali Sheikh | 14341 Potomac Mills Rd,, Woodbridge, VA 22192 | 703-986-0933 |
| Bellevue, WA | TLJ Partner, LLC | 100 108th Ave. NE, Bellevue, WA 98004 | 425-453-4300 |
| Redmond, WA | Hyuna Chong | 7589 170th Ave NE, Redmond, WA 98052 | 425-802-7122 |
| Seattle, WA | Hyuna Chung | 101 Terry Ave. N, Seattle, WA 98109 | 206-457-5096 |
| Seattle, WA | Hyuna Chung | 120 Broadway E, Seattle, WA 98122 | 206-432-9054 |
| Seattle, WA | Hyuna Chung | 625 5th Ave. S., Seattle, WA 98104 | 206-624-7500 |
| Vancouver, WA | Rachel Hsu | 14411 NE Fourth Plain Blvd, Vancouver, WA 98662 | 360-828-5932 |

# LIST OF FRANCHISEES WHO SIGNED FRANCHISE AGREEMENTS, BUT HAVE NOT YET OPENED AS OF DECEMBER 31, 2025

| City, State | Franchisee | Address | Telephone Number |
|---|---|---|---|
| Gilbert, AZ | Seok Joon Bae | TBD | 480-833-9500 |
| Tucson, AZ | Sanghyun Park | TBD | 213-675-6905 |
| Tucson, AZ | Sanghyun Park | TBD | 213-675-6905 |
| Tucson, AZ | Sanghyun Park | TBD | 213-675-6905 |
| Little Rock, AR | Sun Wai Joe Ng | TBD | 901-695-3032 |
| Little Rock, AR | Sun Wai Joe Ng | TBD | 901-695-3032 |
| Little Rock, AR | Sun Wai Joe Ng | TBD | 901-695-3032 |
| Bentonville, AR | Qingqing Luo | TBD | 310-895-3713 |
| TBD, AL | Yoohan Lee | TBD | 917-355-1231 |
| Dublin, CA | Hyun Choi | 7884 Dublin Blvd, Dublin, CA 94568 | 510-414-2629 |
| TBD, CA | Steve Yu | TBD | 925-826-5869 |
| TBD, CA | Steve Yu | TBD | 925-826-5869 |
| TBD, CA | Everyday Las Vegas, LLC | TBD | 702-985-6736 |
| Vacaville, CA | TS&MAN, LLC | 1001 Helen Power Dr, Vacaville CA 95687 | 916-627-0585 |
| Elk Grove, CA | TS&MAN, LLC | TBD | 916-627-0585 |
| Folsom, CA | TS&MAN, LLC | TBD | 916-627-0585 |
| San Jose, CA | John Tran | 2394 Evergreen Pl #20, San Jose, CA 95122 | 408-483-4730 |
| TBD, CA | John Tran | TBD | 408-483-4730 |
| TBD, CA | John Tran | TBD | 408-483-4730 |
| Clovis, CA | Oniel Dean | TBD | 650-265-8818 |
| TBD, CA | Oniel Dean | TBD | 650-265-8818 |
| La Crescenta, CA | JPS Investments, LLC | TBD | 213-300-5900 |
| La Canada, CA | JPS Investments, LLC | TBD | 213-300-5900 |
| Burbank, CA | JPS Investments, LLC | TBD | 213-300-5900 |
| San Ramon, CA | TLJ Bakery, LLC | 2005 Crow Canyon Pl, San Ramon, CA 94583 | 510-292-1443 |
| Concord, CA | Anjuman Sharma | TBD | 510-695-1047 |
| TBD, CA | Anjuman Sharma | TBD | 510-695-1047 |
| TBD, CA | Anjuman Sharma | TBD | 510-695-1047 |
| Sacramento, CA | H Mart | 6366 Mack Rd, Sacramento, CA 95823 | TBD |
| Bakersfield, CA | Sheng Zheng | TBD | 612-887-8668 |
| Fresno, CA | Sheng Zheng | TBD | 612-887-8668 |
| Rowland Heights, CA | TLJ RH, LLC | TBD | TBD |
| TBD, CA | TLJ RH, LLC | TBD | TBD |
| TBD, CA | TLJ RH, LLC | TBD | TBD |
| Chula Vista, CA | BLGE, INC | TBD | 619-694-6821 |
| North Park, CA | BLGE, INC | TBD | 619-694-6821 |
| Tustin, CA | Duane Kim | TBD | 657-720-1720 |
| Eastvale, CA | Culinary Inspirations, LLC | TBD | 561-628-1978 |
| Corona, CA | Culinary Inspirations, LLC | TBD | 561-628-1978 |
| Rancho Cucamonga, CA | Culinary Inspirations, LLC | TBD | 561-628-1978 |
| Marina, CA | Woong Huh | TBD | 831-869-0051 |
| TBD, CA | Woong Huh | TBD | 831-869-0051 |
| TBD, CA | Woong Huh | TBD | 831-869-0051 |
| New Britain, CT | Shu Lin | 593 Hartford Rd, New Britain, CT 06053 | 860-967-7940 |
| TBD, CT | Shu Lin | TBD | 860-967-7940 |
| TBD, CT | Shu Lin | TBD | 860-967-7940 |
| District of Columbia | Narinder Sharma | 949 First St SE, Washington, DC 20003 | 571-265-3655 |
| Washington, DC | Narinder Sharma | TBD | 571-265-3655 |
| Washington, DC | Narinder Sharma | TBD | 571-265-3655 |
| Washington, DC | Jae Bae | 550 Morse St NE, Washington, DC 20002 | 214-490-1526 |
| TBD, DC | Jae Bae | TBD | 214-490-1526 |

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|---|---|---|---|
| Washington, DC | Amarsanaa Bayarsaikhan | 1315 W St NW, Washington, DC 20009 | 703-615-9575 |
| Washington, DC | Amarsanaa Bayarsaikhan | 1777 Columbia Rd NW, Washington, DC 20009 | 703-615-9575 |
| Washington, DC | Amarsanaa Bayarsaikhan | TBD | 703-615-9575 |
| Washington, DC | Joy Gabriana | 4620 Wisconsin Ave, Washington, DC 20016 | 719-6408119 |
| Carrollwood, FL | Youngwook Kim | TBD | 813-842-3969 |
| Citrus Park, FL | Youngwook Kim | TBD | 813-842-3969 |
| University of South Florida, FL | Youngwook Kim | TBD | 813-842-3969 |
| Clearwater, FL | Marinder Chawla | TBD | 917-838-2123 |
| Brandon, FL | Marinder Chawla | TBD | 917-838-2123 |
| Land O' Lake, FL | Marinder Chawla | TBD | 917-838-2123 |
| Pembroke Pines, FL | TLJ Miami, LLC | 13640 Pines Blvd, Pembroke Pines, FL 33027 | 305-733-1006 |
| Jacksonville, FL | Andy Yang | 9810 Baymeadows Rd, Jacksonville FL 32256 | 612-298-1949 |
| Honolulu, HI | TLJ Hawaii, LLC | TBD | 702-985-6736 |
| Honolulu, HI | TLJ Hawaii, LLC | TBD | 702-985-6736 |
| Georgia Tech, GA | Andy Yang | 960 Spring St NW, Atlanta, GA 30309 | 612-298-1949 |
| Cumming, GA | Yoohan Lee | TBD | 917-355-1231 |
| Decatur, GA | Yoohan Lee | 112 W Trinity Pl, Decatur, GA 30030 | 917-355-1231 |
| Atlanta, GA | Youngju Oh | 6363 Peachtree Industrial Blvd, Atlanta, GA 30360 | 917-355-1231 |
| TBD, GA | Youngju Oh | TBD | 917-355-1231 |
| Pooler, GA | Myungki Yi | TBD | 412-867-9558 |
| TBD, IA | Soujanya Yelamanchili | TBD | 310-254-6656 |
| TBD, IA | Soujanya Yelamanchili | TBD | 310-254-6656 |
| Aurora, IL | Eddie Ni | TBD | 440-334-3331 |
| Champaign, IL | Eddie Ni | 28 E Green St, Champaign, IL 61820 | 440-334-3331 |
| Evanston, IL | Daniel Salgado | TBD | 312-532-4945 |
| Downers Grove, IL | Vatsel Pathak | 1550 75th St, Downers Grove, IL 60516 | 217-801-5275 |
| TBD, IL | Vatsel Pathak | TBD | 217-801-5275 |
| TBD, IL | Vatsel Pathak | TBD | 217-801-5275 |
| Buffalo Grove, IL | Jongpil Park | 55 McHenry Rd, Buffalo Grove, IL 60089 | 847-257-7648 |
| Schaumburg, IL | Heung Kyun Kim | 420 E Golf Rd, Schaumburg, IL 60173 | 847-610-3992 |
| Westfield, IN | Bong Sung | 170 Jersey St, Westfield, IN 46074 | 317-516-5751 |
| South Bend, IN | Bong Sung | TBD | 317-516-5751 |
| Bloomington, IN | Bong Sung | TBD | 317-516-5751 |
| Fisher Union, IN | Bong Sung | TBD | 317-516-5751 |
| Wichita, KS | Hong Tao Zhang | TBD | 316-258-9870 |
| Lyndon, KY | Bong Sung | 200 N Hurstbourne Pkwy, Lyndon, KY 40222 | 317-516-5751 |
| Lexington, KY | Zhe Liu | TBD | 347-644-1020 |
| Louisville, KY | Zhe Liu | TBD | 347-644-1020 |
| Annapolis, MD | Sarah Kim | 167-M Jennifer Rd, Annapolis, MD 21401 | 240-460-6013 |
| Hanover, MD | MD Food Group | 7000 Arundel Mills Cricle, Hanover, MD 21076 | 667-359-8029 |
| TBD, MD | Sarah Kim | TBD | 240-460-6013 |
| TBD, MD | Sarah Kim | TBD | 240-460-6013 |
| Catonsville, MD | Soo Yoon | 6427 Baltimore National Pike ste a, Catonsville, MD 21228 | 410-446-8968 |
| TBD, MD | Brian Carey | TBD | 410-227-4724 |
| TBD, MD | Brian Carey | TBD | 410-227-4724 |
| Johns Hopkins, MD | Li Chen | TBD | 667-206-2026 |
| White Marsh, MD | Li Chen | TBD | 667-206-2026 |
| Olney, MD | YES Olney, LLC | 3333 Olney Sandy Spring Rd, Olney, MD 20832 | 571-642-5056 |
| Rockville, MD | Zong Chen | 12121 Rockville Pike, Rockville, MD 20852 | 410-818-0168 |
| Silver Spring, MD | Jae Bae | TBD | 214-490-1526 |
| Waldorf, MD | Jae Bae | TBD | 214-490-1526 |
| Kentwood, MI | Thuy Su | 3581 28th St SE, Kentwood, MI 49512 | 616-706-2079 |
| TBD, MI | Thuy Su | TBD | 616-706-2079 |
| TBD, MI | Thuy Su | TBD | 616-706-2079 |
| Rochester Hills, MI | Jin Lee | 3135 S Rochester Rd, Rochester Hills, MI 48307 | 248-792-3347 |
| Portage, MI | Heymanshudeep Singh | 5721 S Westnedge Ave suite a, Portage, MI 49002 | 269-808-0890 |
| TBD, MI | Heymanshudeep Singh | TBD | 269-808-0890 |

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|---|---|---|---|
| TBD, MI | Heymanshudeep Singh | TBD | 269-808-0890 |
| Eden Prairie, MN | Sheng Zheng | TBD | 612-298-1949 |
| Coon Rapids, MN | Steve Oh | 3195 Northdale Blvd NW, Coon Rapids, MN 55433 | 763-218-6950 |
| TBD, MO | Hong Zheng | TBD | 314-926-0799 |
| Durham, NC | Helen Xia | 746 9th St, Durham, NC 27705 | 919-356-9061 |
| TBD, NC | Helen Xia | TBD | 919-356-9061 |
| TBD, NC | Helen Xia | TBD | 919-356-9061 |
| Greensboro, NC | Chulho Chang | 3334 W Friendly Ave Suite 115, Greensboro, NC 27410 | 704-296-3396 |
| TBD, NC | Jin Yang | TBD | 571-230-9114 |
| TBD, NC | Jin Yang | TBD | 571-230-9114 |
| Winston Salem, NC | Chanmi Kim | TBD | 703-678-6362 |
| Bergenfield, NJ | Jung Eun Kim | 459 S Washington ave, Bergenfield, NJ 07621 | 201-244-6104 |
| Jersey City, NJ | Jung Eun Kim | 151 Bay St, Jersey City, NJ 07302 | 201-244-6104 |
| Albuquerque, NM | Sagi Granot, Gail Granot | 6900 Indian School Rd NE, Albuequerque, NM 87110 | 505-917-5066 |
| TBD, NM | Sagi Granot, Gail Granot | TBD | 505-917-5066 |
| TBD, NM | Sagi Granot, Gail Granot | TBD | 505-917-5066 |
| Las Vegas, NV | Everyday Las Vegas, LLC | 5050 W Russell Rd, Las Vegas, NV 89118 | 702-830-2360 |
| Las Vegas, NV | Everyday Las Vegas, LLC | TBD | 702-830-2360 |
| Las Vegas, NV | Everyday Las Vegas, LLC | TBD | 702-830-2360 |
| Reno, NV | TLJ Reno, LLC | TBD | 512-633-5304 |
| Sparks, NV | TLJ Reno, LLC | TBD | 512-633-5304 |
| Westbury, NY | Sweetbon Inc | 1500 Old Country Rd, Westbury, NY 11590 | 415-215-4872 |
| Little Neck, NY | Thomas Sze | 25441 Horace Harding Expressway, Little Neck, NY 11362 | 718-808-5337 |
| Bay Terrace, NY | Thomas Sze | 21265 26th Ave, Bayside, NY 11360 | 718-808-5337 |
| Manhasset, NY | Thomas Sze | TBD | 718-808-5337 |
| Bayside, NY | Thomas Sze | TBD | 718-808-5337 |
| Westbury, NY | Thomas Sze | TBD | 718-808-5337 |
| Hicksville, NY | Thomas Sze | TBD | 718-808-5337 |
| Melville, NY | Thomas Sze | TBD | 718-808-5337 |
| Brooklyn, NY | Wen Zheng | 536 Myrtle Ave, Brooklyn, NY 11205 | 917-669-2366 |
| TBD, NY | Wen Zheng | TBD | 917-669-2366 |
| Cincinnati, OH | Lifei Liu | 7713 Beechmont Ave, Cincinnati, OH  45255 | 917-475-6349 |
| Cincinnati, OH | Lifei Liu | 310 Straight St, Cincinnati, OH 45219 | 917-475-6349 |
| Dayton, OH | Lifei Liu | TBD | 917-475-6349 |
| Cleveland, OH | Eddie Ni | 11401 Euclid Ave, Cleveland, OH 44106 | 440-334-3331 |
| Lewis Center, OH | Donghyun Kim | 1182 E Powell Rd, Lewis Center, OH 43035 | 808-436-9804 |
| TBD, OH | Donghyun Kim | TBD | 808-436-9804 |
| TBD, OH | Donghyun Kim | TBD | 808-436-9804 |
| Liberty Township, OH | Lifei Liu | TBD | 917-475-6349 |
| TBD, OH | Qian Kun | TBD | 917-475-6349 |
| TBD, OH | Jeeho Chang | TBD | 216-333-9319 |
| TBD, OH | Jeeho Chang | TBD | 216-333-9319 |
| Tulsa, OK | Hong Zhang | TBD | 316-258-9870 |
| Warrington, PA | BC Bakery, LLC | TBD | 267-284-1206 |
| Philly Chinatown, PA | BC Bakery, LLC | TBD | 267-284-1206 |
| Philadelphia, PA | Sellki Lee | 3025 John F Kennedy Blvd, Philadelphia, PA 19104 | 631-241-1516 |
| Philadelphia, PA | Sellki Lee | 818 N 2nd St, Philadelphia, PA 19123 | 631-241-1516 |
| TBD, PA | Sellki Lee | TBD | 631-241-1516 |
| Lancaster, PA | Chang Jun Yoo | TBD | 571-215-7199 |
| York, PA | Chang Jun Yoo | TBD | 571-215-7199 |
| TBD | Chang Jun Yoo | TBD | 571-215-7199 |
| Providence, RI | Zhe Liu | TBD | 347-644-1020 |
| Greenville, SC | Andy Yang | 3 Pelham Rd, Greenville, SC 29615 | 612-298-1949 |
| Carnes Crossroad, SC | Xinmiao Yin | 501 3rd Ave, Goose Creek SC 29445 | 864-593-9924 |
| North Charleston, SC | Xinmiao Yin | TBD | 864-593-9924 |
| West Ashley, SC | Xinmiao Yin | TBD | 864-593-9924 |
| Nashville, TN | Chris Chu | 600B Frazier Dr #104, Franklin, TN 37067 | 901-355-8380 |
| TBD, TN | Chris Chu | TBD | 901-355-8380 |

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|---|---|---|---|
| TBD, TN | Chris Chu | TBD | 901-355-8380 |
| Memphis, TN | Sun Wai Joe NG | TBD | 646-552-8386 |
| TBD, TN | Sun Wai Joe NG | TBD | 646-552-8386 |
| Cleveland, TN | Yongju Oh | 210 Paul Huff Pkwy NW Suite 400, Cleveland, TN 37312 | TBD |
| TBD, TX | Hanna Choi | TBD | 714-231-1219 |
| TBD, TX | Hanna Choi | TBD | 714-231-1219 |
| Richardson, TX | TEGA F&B, LLC | 1390 E Belt Line Rd, Richardson, TX 75081 | 678-559-2511 |
| TBD, TX | TEGA F&B, LLC | TBD | 678-559-2511 |
| TBD, TX | TEGA F&B, LLC | TBD | 678-559-2511 |
| Austin, TX | DAL BODRE, LLC | 5222 Burnet Rd, Austin, TX 78756 | 512-409-1085 |
| McAllen, TX | TLJ MCALLEN TX INC | 2800 W Expy 83, McAllen, TX 78501 | 646-289-1560 |
| TBD, TX | Jinguo Liu | 4008 N 10th St, McAllen, TX 78504 | 646-289-1560 |
| TBD, TX | Jinguo Liu | TBD | 646-289-1560 |
| Sugar Land, TX | Sweet DAE, LLC | 3338 Hwy 6, Sugar Land, TX 77479 | 832-382-6507 |
| TBD, TX | Sweet DAE, LLC | TBD | 832-382-6507 |
| TBD, TX | Sweet DAE, LLC | TBD | 832-382-6507 |
| TBD, TX | HD Foodville, LLC | TBD | 281-346-8046 |
| TBD, TX | HD Foodville, LLC | TBD | 281-346-8046 |
| Haltom City, TX | H Mart | TBD | TBD |
| McKinney, TX | CBX McKinney, LLC | 7645 Custer Rd, McKinney, TX 75070 | 256-566-2382 |
| Frisco, TX | CBX McKinney, LLC | TBD | 256-566-2382 |
| Prosper, TX | CBX McKinney, LLC | TBD | 256-566-2382 |
| Round Rock, TX | TLJ Reno, LLC | TBD | 512-633-5304 |
| San Antonio, TX | Hong Zheng | TBD | 646-229-9303 |
| San Antonio 2, TX | Hong Zheng | TBD | 646-229-9303 |
| San Antonio 3, TX | Hong Zheng | TBD | 646-229-9303 |
| Zhang TBD, UT | Jiali, Zhang | TBD | 801-660-8453 |
| St. George, UT | Young Ho Kim | TBD | 702-379-3963 |
| Arlington, VA | Zong Chen | 1100 S Hayes St, Arlington, VA 22202 | 410-818-0168 |
| Ashburn, VA | TLJ Ashburn, LLC | 44170 Ashbrook Marketplace Plaza, Ashburn, VA 20148 | 571-306-7753 |
| Leesbug, VA | TLJ Ashburn, LLC | TBD | 571-306-7753 |
| Brambleton, VA | TLJ Ashburn, LLC | TBD | 571-306-7753 |
| Glen Allen, VA | Farrukh Shan | 1080 Virginia Center Pkwy, Glen Allen, VA 23059 | 914-525-1234 |
| TBD, VA | Farrukh Shan | TBD | 914-525-1234 |
| TBD, VA | Farrukh Shan | TBD | 914-525-1234 |
| Fairfax VA | Sungho Shin | 11044 Lee Hwy, Fairfax, VA 22030 | 410-461-6301 |
| Fredericksburg, VA | Ali Sheikh | TBD | 571-334-7913 |
| Manassas, VA | Melina Park | 8503 Rixlew Ln, Manassas, VA 20109 | 571-299-0107 |
| Norfolk, VA | JR Kim | TBD | 757-642-1998 |
| Chesapeake, VA | JR Kim | TBD | 757-642-1998 |
| Suffolk, VA | JR Kim | TBD | 757-642-1998 |
| Williamsburg, VA | JR Kim | TBD | 757-642-1998 |
| Charlottesville, VA | TLJ DS, LLC | 2075 Bond St, Charlottesville, VA 22901 | 703-678-6362 |
| Harrisonburg, VA | TLJ DS, LLC | TBD | 703-678-6362 |
| Vienna, VA | Sungho Shin | TBD | 410-461-6301 |
| Springfield, VA | Sungho Shin | TBD | 410-461-6301 |
| Falls Church, VA | Sungho Shin | 6300 Leesburg Pike, Falls Church, VA 22044 | 410-461-6301 |
| Richmond, VA | Lydia Lee | 7401 Midlothian Tpke, Richmond, VA 23225 | 321-316-4969 |
| Stafford, VA | Ali Sheikh | 1130 Stafford Market Pl, Stafford, VA 22556 | 571-334-7913 |
| Virginia Beach, VA | JR Kim | 550 First Colonial Rd suite 125, Virginia Beach, VA 23454 | 757-642-1998 |
| Middleton, WI | Bong Sung | 1701 Deming Way #130, Middleton, WI 53562 | 317-516-5751 |
| Madison, WI | Bong Sung | 401 State St, Madison, WI 53703 | 317-516-5751 |

**EXHIBIT G**
**LIST OF FORMER FRANCHISEES**

**(FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELED, NOT RENEWED, OR OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS IN THE LAST FISCAL YEAR)**

| City, State | Name | Last Known Address | Last Known Telephone Number | Category |
|---|---|---|---|---|
| New York, NY | Cheryl Chen | 7 Division St, New York, NY 10002 | 917-912-0888 | Termination |
| Winter Park, FL | David Moon | 1230 W Fairbanks Ave, Winter Park, FL, 32789 | 321-277-9842 | Termination |
| Gainesville, VA | Sung Oh | 7380 Atlas Walk Way, Gainesville, VA 20155 | 703-296-5514 | Temporarily Closed |

# EXHIBIT H

## FINANCIAL STATEMENTS

# Tous Les Jours International Corp.

**(A wholly owned subsidiary of CJ Foodville USA, Inc.)**

## Financial Statements

## December 31, 2025 and 2024

# Tous Les Jours International Corp.
**(A wholly owned subsidiary of CJ Foodville USA, Inc.)**
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## December 31, 2025 and 2024

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# Report of Independent Auditors

To the Board of Directors of
Tous Les Jours International Corp.

## *Opinion*

We have audited the accompanying financial statements of Tous Les Jours International Corp. (the "Company"), which comprise the balance sheet as of December 31, 2025, and the related statements of income, changes in stockholder's equity, and cash flows for the year then ended, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' 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 audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## *Other Matter*

The financial statements of the Company as of December 31, 2024 and for the year then ended were audited by other auditors whose report, dated March 5, 2025, expressed an unmodified opinion on those statements.

## *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.



PricewaterhouseCoopers LLP, 601 South Figueroa, Los Angeles, CA 90017
T: (213) 356 6000

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 for one year after the date that the financial statements are available to be issued.

***Auditors' 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 auditors' 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 US GAAS 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 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 GAAS, 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.

PricewaterhouseCoopers LLP

Los Angeles, California
March 24, 2026

# Tous Les Jours International Corp.
**(A wholly owned subsidiary of CJ Foodville USA, Inc.)**
## Balance Sheets
## December 31, 2025 and 2024

| | 2025 | 2024 |
|---|---|---|
| **Assets** | | |
| Current assets | | |
| Cash and cash equivalents | $ 400,327 | $ 10,182,964 |
| Accounts receivable, less allowance for credit losses of $14,253 and $28,346, respectively. | 1,415,032 | 1,248,322 |
| Due from related parties | 11,060,336 | - |
| Prepaid expenses and other current assets | 63,309 | - |
| Total current assets | 12,939,004 | 11,431,286 |
| Property and Equipment, net | 1,176,163 | - |
| Deferred tax asset | 184,073 | 215,976 |
| Total assets | $ 14,299,240 | $ 11,647,262 |
| **Liabilities and Stockholder's Equity** | | |
| Current liabilities | | |
| Accounts Payable | $ 157 | $ - |
| Due to related parties | 87,138 | 25,000 |
| Income tax payable to the Parent | 5,235,681 | 1,893,166 |
| Accrued expense and other current liabilities | 1,618,260 | 639,307 |
| Total current liabilities | 6,941,236 | 2,557,473 |
| Noncurrent liabilities | | |
| Other noncurrent liabilities | - | 236,313 |
| Total noncurrent liabilities | - | 236,313 |
| Total liabilities | 6,941,236 | 2,793,786 |
| Commitments and contingencies (Note4) | | |
| Stockholder's equity | | |
| Common stock, no par value. authorized 1,000,000 shares; issued and outstanding 800,000 and 800,000 shares, respectively | 800,000 | 800,000 |
| Retained earnings | 6,558,004 | 8,053,476 |
| Total stockholder's equity | 7,358,004 | 8,853,476 |
| Total liabilities and stockholder's equity | $ 14,299,240 | $ 11,647,262 |

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

# Tous Les Jours International Corp.
**(A wholly owned subsidiary of CJ Foodville USA, Inc.)**
## Statements of Income
## Years Ended December 31, 2025 and 2024

| | 2025 | 2024 |
|---|---|---|
| **Revenues** | | |
| Royalties | $ 14,526,012 | $ 10,318,285 |
| Upfront franchise fees | 1,562,633 | 1,607,494 |
| Total revenues | 16,088,645 | 11,925,779 |
| Selling, general, and administrative expenses | 2,082,612 | 306,876 |
| Operating income | 14,006,034 | 11,618,903 |
| **Other income** | | |
| Interest income | 170,979 | 991,231 |
| | 170,979 | 991,231 |
| Income before income taxes | 14,177,013 | 12,610,134 |
| Income tax expense | 3,272,484 | 3,359,406 |
| Net income | $ 10,904,528 | $ 9,250,728 |

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

# Tous Les Jours International Corp.
**(A wholly owned subsidiary of CJ Foodville USA, Inc.)**
## Statements of Changes in Stockholder's Equity
## Years Ended December 31, 2025 and 2024

| | Common Stock | Retained Earnings | Total Stockholder's Equity |
|---|---|---|---|
| **Balances at December 31, 2023** | $ 800,000 | $ 15,369,921 | $ 16,169,921 |
| Net income | - | 9,250,728 | 9,250,728 |
| Dividends | - | (16,567,173) | (16,567,173) |
| **Balances at December 31, 2024** | 800,000 | 8,053,476 | 8,853,476 |
| Net income | - | 10,904,528 | 10,904,528 |
| Dividends | - | (12,400,000) | (12,400,000) |
| **Balances at December 31, 2025** | $ 800,000 | $ 6,558,004 | $ 7,358,004 |

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

# Tous Les Jours International Corp.
**(A wholly owned subsidiary of CJ Foodville USA, Inc.)**
## Statements of Cash flows
## Years Ended December 31, 2025 and 2024

| | 2025 | 2024 |
|---|---|---|
| **Cash flow from operating activities** | | |
| Net income | $ 10,904,528 | $ 9,250,728 |
| Adjustments to reconcile net income to net cash and cash equivalents provided by operating activities | | |
| Bad debt expense reversal | (14,093) | - |
| Deferred income taxes | 32,296 | (209,666) |
| Depreciation and amortization | 128,523 | - |
| Changes in operating assets and liabilities | | |
| Accounts receivable | (152,618) | 510,237 |
| Due from related parties | (60,336) | - |
| Prepaid expenses and other current assets | (63,309) | - |
| Due to related parties | 62,138 | - |
| Accounts Payable | 157 | - |
| Income taxes payable to the Parent | 3,342,515 | 3,530,446 |
| Accrued expense and other current liabilities | 978,561 | (495,182) |
| Other noncurrent liabilities | (236,313) | 236,312 |
| Net cash provided by operating activities | 14,922,049 | 12,822,875 |
| **Cash flow from investing activity** | | |
| Loan to the Related Party | (11,000,000) | (7,500,000) |
| Purchases of Fixed Assets | (1,304,686) | - |
| Net cash used in investing activities | (12,304,686) | (7,500,000) |
| **Cash flow from financing activity** | | |
| Dividend paid | (12,400,000) | - |
| Net cash provided by financing activities | (12,400,000) | - |
| Net (decrease) increase in cash | (9,782,637) | 5,322,875 |
| **Cash and cash equivalents at** | | |
| Beginning of year | 10,182,964 | 4,860,089 |
| End of year | $ 400,327 | $ 10,182,964 |
| **Supplemental disclosure of noncash financing activity** | | |
| Noncash dividends to Parent | $ - | $ 16,567,173 |

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

## 1. Nature of Business

Tous Les Jours International Corp. (the Company), incorporated in the state of California on May 22, 2009, is a wholly owned subsidiary of CJ Foodville USA, Inc. (the Parent Company or the Parent). The Company franchises French-Asian style bakery-cafés under the brand name of Tous Les Jours.

The Company's bakery-café business is operated by franchisees under franchise agreements. The Company grants right to a franchisee to operate a bakery-café at a specific location for on-premises dining and carry-out services which offers a unique selection of bakery and pastry goods, sandwich items, coffee and beverages. As of December 31, 2025 and 2024, there are 187 and 152 bakery-cafés operated by independent franchisees under franchise agreements and five and three directly operated by the Parent Company.

## 2. Significant Accounting Policies

### a. Basis of Presentation

These financial statements have been prepared in accordance with US generally accepted accounting principles (GAAP).

### b. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### c. Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity, when purchased, of three months or less to be cash equivalents.

The Company maintains its cash with high-quality financial institutions and such deposits may be in excess of the Federal Deposit Insurance Corporation limit of $250,000; however, the Company has not yet experienced losses with respect to these deposits.

### d. Accounts receivable, less allowance for credit losses

Accounts receivable are recorded at the invoiced amount, net of an allowance for credit losses, and do not bear interest.

The Company records an allowance for credit losses ("ACL") in accordance with Accounting Standards Codification ("ASC") Subtopic 326-20, Financial Instruments – Credit Losses. The ACL represents management's estimate of current expected credit losses inherent in financial assets measured at amortized cost and is recorded as a valuation allowance deducted from the amortized cost basis of the related financial assets.

The estimate of expected credit losses is based primarily on the Company's historical loss experience, the aging of accounts receivable, current economic conditions, and management's assessment of the creditworthiness of its customers. The Company considers all available information relevant to assessing the collectability of cash flows over the

contractual term of the financial assets. The Company does not have any off-balance-sheet credit exposures.

Changes in the allowance for credit losses are recognized in the statements of income as credit loss expense. The Company estimates the allowance for credit losses on trade accounts receivable using an aging analysis. Accounts receivable that are more than 365 days past due are evaluated individually for collectability. Accounts deemed uncollectible are written off against the allowance when collection efforts have been exhausted.

**e. Property and Equipment**

Property and equipment are stated at cost. Depreciation on property and equipment is computed using the straight-line method over the estimated useful lives of the related assets as follows:

| | |
|---|---|
| Computer and software | 4-10 Years |

**f. Long-Lived Assets**

Long-lived assets, such as property, plant, and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by that asset or asset group to its carrying amount. If the carrying amount of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the carrying amount exceeds its fair value. Fair value is determined using various valuation techniques including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary. No impairment losses were recognized during the years ended December 31, 2025 and 2024.

**g. Revenue Recognition**

The Company recognizes revenue in accordance with ASC 606, Revenue from Contracts with Customers (“ASC 606”). The Company generates revenues from four primary sources: (i) franchise revenues, consisting of royalties based on a percentage of sales reported by franchise restaurants; and (ii) upfront franchise fees.

***Franchise Royalties***

Under franchise agreements, the Company provides franchisees with a license of the Company’s symbolic intellectual property, administration of advertising programs, and other ongoing support services. These services are highly interrelated and are not separately identifiable; therefore, they are accounted for as a single performance obligation. Franchise royalty revenue is calculated as a percentage of franchisee sales and is recognized at the time the underlying franchisee sales occur.

***Upfront Franchise Fees***

The Company also receives upfront franchise fees, which relate primarily to pre-opening services such as site selection assistance, site preparation, and training. The Company elected the practical expedient to account for the eligible pre-opening services as a performance obligation that is distinct from the franchise license and has further elected to account for multiple pre-opening services as a single bundled performance obligation. Upfront

franchise fees are recognized over time as the pre-opening services are performed, which is approximately 16 months on average from the inception of the franchise agreement.

**h. Income Taxes**

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets 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 Company is included in the Parent Company's federal and state income tax returns. Federal and state income taxes are allocated to the Company based upon the relative apportionment factors and income. Current federal and state income taxes receivable or payable are settled on an annual basis. Income taxes payable to the Parent was $5,235,681 and $1,893,166 as of December 31, 2025 and 2024, respectively.

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. The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company records interest related to unrecognized tax benefits in interest expense and penalties in selling, general, and administrative expenses.

***Recently adopted accounting pronouncements***

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* ("ASU 2023-09"). The new guidance requires, on an annual basis, disclosure of specific categories in the rate reconciliation and disclosure of income taxes paid disaggregated by jurisdiction. ASU 2023-09 is effective for annual periods beginning after December 15, 2025. The Company is currently evaluating the potential impact of this guidance and the timing of adoption.

## 3. Property and Equipment, net

Property and equipment at December 31, 2025 and 2024 are summarized by as follows:

| | 2025 | 2024 |
|---|---|---|
| Computer and software | 1,304,686 | - |
| | 1,304,686 | - |
| Less: Accumulated depreciation and amortization | (128,523) | - |
| Property and equipment, net | $ 1,176,163 | $ - |

Property and equipment related depreciation and amortization expense was $128,523 and $0 for the years ended December 31, 2025 and 2024, respectively.

## 4. Commitments and Contingencies

The Company may become party to various litigation and claims that may arise in the ordinary course of its business. The management of the Company believes that there is no matter that will have a material adverse impact on the Company's financial position, results of operations, or liquidity.

## 5. Related Party Transactions

The Company provides loans to TLJ America LLC, a related party under common control, pursuant to an intercompany loan agreement effective January 17, 2025, up to an aggregate outstanding principal amount of $20,000,000. The loans bear interest at a U.S. prime rate less 180 basis point with an average rate of 5.28% during 2025, and have a maturity date of January 17, 2030. As of December 31, 2025, the outstanding loan balance was $11,000,000. The Company recognized $103,211 of related interest income during the year ended December 31, 2025, and recorded interest receivable of $54,795 as of December 31, 2025.

The Company provides loans to the parent company, pursuant to an intercompany loan agreement effective April 9, 2024, up to an aggregate outstanding principal amount of $30,000,000. The loans bear interest at the U.S. prime rate less 195 basis points and have a maturity date of April 8, 2026. As of December 31, 2025, there was no outstanding loan balance, and the Company did not recognize any related interest income or record any interest receivable during the year ended December 31, 2025. As of December 31, 2024, there was no outstanding loan balance. The Company recognized $891,042 of related interest income during the year ended December 31, 2024 and recorded no interest receivable as of December 31, 2024.

During the year ended December 31, 2025, the Company paid cash dividends totaling $12,400,000 to the Parent. In August 2024, the Company declared a dividend of $20.71 per share of the common stock of the Company, totaling of $16,567,173, which reduced both the short-term loans to the Parent of $23,900,000 and the income tax payable to the Parent of $7,332,827.

The Company pays monthly management service fees to the Parent. The management service fees incurred for the years ended December 31, 2025 and 2024 were $300,000 for both years. The Company has due to the Parent of $25,000 for both December 31, 2025 and 2024.

## 6. Income Taxes

The income tax expense for the years ended December 31, 2025 and 2024 consists of the following:

| | December 31, 2025 | | |
|---|---|---|---|
| | **Current** | **Deferred** | **Total** |
| Federal | $ 2,869,868 | $ 89,884 | $ 2,959,752 |
| State | 370,320 | (57,587) | 312,733 |
| | $ 3,240,188 | $ 32,296 | $ 3,272,484 |

| | December 31, 2024 | | |
|---|---|---|---|
| | **Current** | **Deferred** | **Total** |
| Federal | $ 2,536,269 | $ (208,541) | $ 2,327,728 |
| State | 1,032,803 | (1,125) | 1,031,678 |
| | $ 3,569,072 | $ (209,666) | $ 3,359,406 |

Income tax expense differed from the amounts computed by applying the U.S. federal income tax rate of 21% primarily due to state taxes in 2025 and 2024.

The components of deferred income tax assets as of December 31, 2025 and 2024 are summarized as follows:

| | **2025** | **2024** |
|---|---|---|
| **Deferred tax assets (liabilities)** | | |
| PPE | $ (261,993) | $ - |
| Allowance for doubtful accounts | 3,691 | 7,199 |
| Deferred revenue | 322,952 | - |
| Prior year state tax adjustment | 119,423 | 208,777 |
| Net deferred tax assets | $ 184,073 | $ 215,976 |

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets depends upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities (including the effect of available carryback and carryforward periods), projected future taxable income, and tax-planning strategies in making this assessment.

Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is more likely than not that the Company will realize the benefits of these deductible differences.

The Company did not have any material uncertain tax positions or unrecorded tax benefits, which, if recognized, would affect the effective tax rates for the years ended December 31, 2025 and 2024.

The Company is no longer subject to U.S. federal examinations for the tax years before 2022 or state income tax examination for the tax years before 2021.

## 7. Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through March 24, 2026, the date at which the financial statements were available to be issued, and determined there are no items to disclose.

# TOUS LES JOURS INTERNATIONAL CORP.

(A Wholly Owned Subsidiary of CJ Foodville USA, Inc.)

## FINANCIAL STATEMENTS

## DECEMBER 31, 2023 and 2022

(With Independent Auditors' Report Thereon)

**TOUS LES JOURS INTERNATIONAL CORP.**
**FINANCIAL STATEMENTS**
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LEK Partners
CPAs and Consultants

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# INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Tous Les Jours International Corp.

## Opinion

We have audited the accompanying financial statements of Tous Les Jours International Corp., which comprise the balance sheets as of December 31, 2023 and 2022, respectively, and the related statements of income, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Tous Les Jours International Corp. as of December 31, 2023 and 2022, 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.

## 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 Tous Les Jours International Corp. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Responsibilities of Management for the financial statements

Management is responsible for the preparation and fair presentation of 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 Tous Les Jours International Corp.'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 Tous Les Jours International Corp.'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 Tous Les Jours International Corp.'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.

LEK Partners LLC

Duluth, Georgia USA
March 11, 2024

**TOUS LES JOURS INTERNATIONAL CORP.**
**BALANCE SHEETS**
**DECEMBER 31, 2023 AND 2022**

| ASSETS | 2023 | 2022 |
|---|---|---|
| **CURRENT ASSETS** | | |
| Cash | $ 4,860,089 | $ 1,593,869 |
| Accounts receivable, net | 1,666,764 | 621,943 |
| Due from the Parent | 91,794 | 1,247,497 |
| Loan to the Parent | 16,400,000 | 9,900,000 |
| Prepaid expenses and other current assets | - | 53,878 |
| Total current assets | 23,018,647 | 13,417,187 |
| **DEFERRED TAX ASSET** | 6,310 | 147,421 |
| **TOTAL ASSETS** | $ 23,024,957 | $ 13,564,608 |
| **LIABILITIES AND STOCKHOLDER'S EQUITY** | | |
| **CURRENT LIABILITIES** | | |
| Due to the Parent | $ 25,000 | $ 25,000 |
| Income taxes payable to the Parent | 5,695,547 | 3,221,492 |
| Accrued expense and other current liabilities | 1,134,489 | 915,637 |
| Total current liabilities | 6,855,036 | 4,162,129 |
| **STOCKHOLDER'S EQUITY** | | |
| Common stock, no par value. Authorized 1,000,000 shares; issued and outstanding 800,000 shares. | 800,000 | 800,000 |
| Retaind earnings | 15,369,921 | 8,602,479 |
| Total stockholder's equity | 16,169,921 | 9,402,479 |
| **TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY** | $ 23,024,957 | $ 13,564,608 |

See notes to the financial statements.

**TOUS LES JOURS INTERNATIONAL CORP.**
**STATEMENTS OF INCOME**
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

| | 2023 | 2022 |
|---|---|---|
| **REVENUE** | | |
| Roaylties | $ 7,960,991 | $ 5,824,393 |
| Upfront franchise fees | 795,000 | 442,500 |
| Total revenues | 8,755,991 | 6,266,893 |
| **SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES** | 298,723 | 327,567 |
| **OPERATING INCOME** | 8,457,268 | 5,939,326 |
| **OTHER INCOME, NET** | | |
| Interest income, net | 860,927 | 269,218 |
| Miscellaneous income | 109,857 | - |
| | 970,784 | 269,218 |
| **INCOME BEFORE INCOME TAXES** | 9,428,052 | 6,208,544 |
| **INCOME TAXES** | 2,660,610 | 1,721,399 |
| **NET INCOME** | $ 6,767,442 | $ 4,487,145 |

See notes to the financial statements.

**TOUS LES JOURS INTERNATIONAL CORP.**
**STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY**
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

| | Common Stock | Retained Earnings | Total Stockholder's Equity |
|---|---|---|---|
| **BALANCE AT JANUARY 1, 2022** | $ 800,000 | $ 4,115,334 | $ 4,915,334 |
| Net income | - | 4,487,145 | 4,487,145 |
| **BALANCE AT DECEMBER 31, 2022** | 800,000 | 8,602,479 | 9,402,479 |
| Net income | - | 6,767,442 | 6,767,442 |
| **BALANCE AT DECEMBER 31, 2023** | $ 800,000 | $ 15,369,921 | $ 16,169,921 |

See notes to the financial statements.

**TOUS LES JOURS INTERNATIONAL CORP.**
**STATEMENTS OF CASH FLOWS**
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

| | 2023 | 2022 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | |
| Net income | $ 6,767,442 | $ 4,487,145 |
| Adjustments to reconcile net income to net cash | | |
| Provided by operating activities: | | |
| Deferred tax expenses (benefits) | 141,111 | (147,421) |
| Changes in assets and liabilities: | | |
| Accounts receivable | (1,044,821) | (137,142) |
| Due from the Parent | 1,155,703 | (1,240,263) |
| Prepaid expenses and other current assets | 53,878 | (9,795) |
| Due to the Parent | - | (209,321) |
| Income taxes payable to the Parent | 2,474,055 | 1,853,425 |
| Accrued expense and other current liabilities | 218,852 | 370,603 |
| Net cash provided by operating activities | 9,766,220 | 4,967,231 |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | |
| Loan to the Parent | (6,500,000) | (3,900,000) |
| **INCREASE IN CASH** | 3,266,220 | 1,067,231 |
| **CASH AT BEGINNING OF YEAR** | 1,593,869 | 526,638 |
| **CASH AT END OF YEAR** | $ 4,860,089 | $ 1,593,869 |
| **SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION** | | |
| Cash paid during the year for: | | |
| Income taxes | $ - | $ 24,000 |

See notes to the financial statements.

## 1. NATURE OF BUSINESS

Tous Les Jours International Corp. (the Company) incorporated in the state of California on May 22, 2009, is a wholly owned subsidiary of CJ Foodville USA, Inc. (the Parent). The Company franchises French-Asian style bakery-cafés under the brand name of Tous Les Jours.

The Company's bakery-café business is operated by franchisees under franchise agreements. The Company grants right to a franchisee to operate a bakery-café at a specific location for on-premises dining and carry-out services which offers a unique selection of bakery and pastry goods, sandwich items, coffee and beverages. As of December 31, 2023, there are 108 bakery-cafés operated by independent franchisees under franchise agreements and three operated by the Company.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### Estimates and Uncertainties

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes.

### Cash

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

The Company places its cash with high-quality financial institutions and such deposits may be in excess of the Federal Deposit Insurance Corporation limit of $250,000; however, the Company has not yet experienced losses with respect to these deposits.

### Accounts Receivable

Accounts receivable are recorded at the invoiced amount and do not bear interest. The Company maintains an allowance for doubtful accounts for estimated losses inherent in its accounts receivable portfolio. In establishing the required allowance, management considers historical losses adjusted to take into account current market conditions and customers' financial condition, the amount of receivables in dispute, and the current receivables aging and current payment patterns. The Company regularly reviews its allowance for doubtful accounts. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote.

### Revenue Recognition

Effective January 1, 2019, the Company adopted the FASB Accounting Standards Codification Topic 606, Revenue from Contracts with Customers, which amended the existing accounting standards for revenue recognition.

The Company recognizes revenue when it satisfies performance obligations under the terms of its contracts, and control of its products or services is transferred to its customers in an amount that reflects the consideration the Company expects to receive from its customers in exchange for those products or services. This process involves identifying the customer contract, determining the performance obligations in the contract, determining the contract price, allocating the contract price to the distinct performance obligations in the contract, and recognizing revenue when the performance obligations have been satisfied.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

**Revenue Recognition - Continued**

A performance obligation is considered distinct from other obligations in a contract when it (a) provides a benefit to the customer either on its own or together with other resources that are readily available to the customer and (b) is separately identified in the contract. The Company considers a performance obligation satisfied once it has transferred control of the products or services to a customer, meaning the customer has the ability to use and obtain the benefit of the product or service. The Company typically satisfies its performance obligations over time, as services are performed.

Under franchise agreements, the Company provides franchisees with a license of the symbolic intellectual property of the Company's brand, administration of advertising programs and other ongoing support functions. These services are highly interrelated so the Company does not consider them to be individually distinct performance obligations, and therefore, account for them as a single performance obligation.

Revenues from franchised cafes include royalties based on a percentage of franchisees' sales and upfront franchise fees. Sales-based royalties are recognized in the period earned and are variable consideration related to the Company's performance obligation to franchisees to maintain the intellectual property being licensed. Upfront franchise fees associated with pre-opening services are recognized when all material services or conditions relating to the opening of new bakery-cafés have been substantially completed since the upfront fees are distinct from the ongoing franchise license and related to the activities of opening a new location such as employee training and general architectural and design services.

**Income Taxes**

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases under the asset-and-liability method. Deferred tax assets 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.

The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

**Fair Value of Financial Instruments**
The Company's financial instruments such as cash, accounts receivable, prepaid expenses and other current assets, due from and to the Parent and affiliates, income taxes payable to the Parent are of short-term duration. The carrying value, therefore, approximates fair value.

The Company uses valuation approaches that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, a three-tier fair value hierarchy distinguishes between observable and unobservable inputs.

The three-tier fair value hierarchy includes: Level 1, defined as quoted prices in active markets; Level 2, defined as observable prices that are based on inputs not quoted in active markets, but corroborated by market data; and Level 3, defined as unobservable inputs about which little or no market data exist, therefore requiring an entity to develop its own assumptions.

**Recently Issued Accounting Standards**
In June 2022, the FASB issued ASU 2022-03, Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions. The ASU clarifies that a contractual restriction on the sale of an equity security should not be considered in measuring the fair value of the equity security, and also cannot be recognized as a separate unit of account. The ASU also requires the investor to disclose the fair value of equity securities subject to contractual sale restrictions, the nature and remaining duration of the restriction(s), and the circumstances that could cause a lapse in the restriction(s). The ASU is effective for the Company for annual and interim periods beginning after December 15, 2024. Early adoption is permitted. The Company does not expect the adoption of ASU 2022-03 to have a material effect on its consolidated financial statements.

In March 2023, the FASB issued ASU 2023-01, Leases (Topic 842): Common Control Arrangements. The ASU provides a practical expedient for private companies and not-for-profit entities to use the written terms and conditions of a common control arrangement to determine whether a lease exists and, if so, the classification of and accounting for that lease. The ASU also clarifies the accounting for and transfer of leasehold improvements associated with common control leases, thereby reducing diversity in practice. The amendments in this ASU affect all lessees that are a party to a lease between entities under common control in which there are leasehold improvements. The ASU is effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted. The practical expedient may be applied on an arrangement-by arrangement basis. The Company does not expect the adoption of ASU 2023-01 to have a material effect on its consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The ASU requires the annual financial statements to include consistent categories and greater disaggregation of information in the rate reconciliation, and income taxes paid disaggregated by jurisdiction. ASU 2023-09 is effective for the Company's annual reporting periods beginning after December 15, 2025. Adoption is either with a prospective method or a fully retrospective method of transition. Early adoption is permitted. The Company is currently evaluating the effect that adoption of ASU 2023-09 will have on its consolidated financial statements.

## 3. CONTINGENCIES

The Company is involved in various legal claims and actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's financial position, results of operations, or liquidity.

## 4. INCOME TAXES

The income tax expenses (benefits) for the years ended December 31, 2023 and 2022 are summarized as follows:

| | 2023 | 2022 |
|---|---|---|
| Current: | | |
| Federal | $ 1,963,509 | $ 1,301,013 |
| State | 555,990 | 567,807 |
| | 2,519,499 | 1,868,820 |
| Deferred: | | |
| Federal | 130,706 | (136,659) |
| State | 10,405 | (10,762) |
| | 141,111 | (147,421) |
| | $ 2,660,610 | $ 1,721,399 |

The components of deferred income tax assets as of December 31, 2023 and 2022 are summarized as follows:

| | 2023 | 2022 |
|---|---|---|
| Deferred tax assets: | | |
| Accrued royalty | $ - | $ 29,385 |
| Allowance for doubtful accounts | 6,310 | 8,330 |
| Other | - | 109,706 |
| Deferred tax assets | $ 6,310 | $ 147,421 |

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of sufficient future taxable income during the periods in which those temporary differences become deductible and the scheduled reversals of deferred tax liabilities. Based upon the level of historical taxable losses incurred and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is more likely than not that the Company will realize the benefits of these deductible differences.

The Company files its California franchise tax return with its affiliates on the water's edge method. Accordingly, the provision for California franchise taxes provided is different from the amount computed by applying the California franchise tax rate to income before income tax expense.

## 4. INCOME TAXES – CONTINUED

The Company did not have any material uncertain tax positions or unrecorded tax benefits, which, if recognized, would affect the effective tax rates for the years ended December 31, 2023 and 2022.

## 5. RELATED PARTY TRANSACTIONS

The following summarizes related party transactions and balances as of and for the years ended December 31, 2023 and 2022:

| | 2023 | 2022 |
|---|---|---|
| Due from the Parent | $ 91,794 | $ 1,247,497 |
| Loan to the Parent | 16,400,000 | 9,900,000 |
| Due to the Parent | 25,000 | 25,000 |
| Income taxes payable to the Parent | 5,695,547 | 3,221,492 |
| Management service fee to the Parent | 300,000 | 300,000 |
| Other income from the Parent and affiliates, net | 790,530 | 269,217 |

## 6. EVALUATION OF EVENTS SUBSEQUENT TO THE BALANCE SHEET DATE

Subsequent events have been evaluated through March 11, 2024, the date the financial statements were available for issue, and there was no item to be disclosed.

# CJ Foodville USA, Inc. and Subsidiaries

**(A wholly owned subsidiary of CJ Foodville Corporation)**

## Consolidated Financial Statements

## December 31, 2025 and 2024

# CJ Foodville USA, Inc. and Subsidiaries
**(A wholly owned subsidiary of CJ Foodville Corporation)**
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## December 31, 2025 and 2024

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# Report of Independent Auditors

To the Board of Directors of
CJ Foodville USA, Inc.

## *Opinion*

We have audited the accompanying consolidated financial statements of CJ Foodville USA, Inc. and its subsidiaries ("the Company"), which comprise the consolidated balance sheet as of December 31, 2025, and the related consolidated statements of income, changes in stockholder's equity, and cash flows for the year then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated 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 audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## *Other Matter*

The consolidated financial statements of the Company as of December 31, 2024 and for the year then ended were audited by other auditors whose report, dated March 31, 2025, expressed an unmodified opinion on those statements.

## *Responsibilities of Management for the Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.



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In preparing the consolidated 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 for one year after the date that the consolidated financial statements are available to be issued.

***Auditors' Responsibilities for the Audit of the Consolidated Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 US GAAS 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 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 consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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.

PricewaterhouseCoopers LLP

Los Angeles, California
March 24, 2026

# CJ Foodville USA, Inc. and Subsidiaries
**(A wholly owned subsidiary of CJ Foodville Corporation)**
## Consolidated Balance Sheets
## December 31, 2025 and 2024

| | 2025 | 2024 |
|---|---|---|
| **Assets** | | |
| Current assets | | |
| Cash and cash equivalents | $ 10,819,033 | $ 16,658,553 |
| Accounts receivable, less allowance for credit losses of $447,408 and $476,218, respectively | 14,189,171 | 11,211,964 |
| Due from related parties | 18,678 | - |
| Inventories, net | 11,628,125 | 7,618,016 |
| Prepaid expenses and other current assets | 12,270,230 | 3,834,673 |
| Total current assets | 48,925,236 | 39,323,206 |
| Property and equipment, net | 69,064,833 | 20,400,311 |
| Operating lease right-of-use assets | 35,644,668 | 8,461,351 |
| Deferred tax asset | 408,932 | 3,092,277 |
| Total assets | $154,043,669 | $ 71,277,145 |
| **Liabilities and Stockholder's Equity** | | |
| Current liabilities | | |
| Accounts payable | $ 4,742,913 | $ 3,727,070 |
| Due to related parties | 7,929,459 | 10,751,145 |
| Operating lease liabilities | 3,486,873 | 1,966,290 |
| Short-term borrowings | 18,000,000 | - |
| Accrued expense and other current liabilities | 12,325,323 | 6,120,688 |
| Total current liabilities | 46,484,568 | 22,565,193 |
| Noncurrent liabilities | | |
| Operating lease liabilities, noncurrent | 33,307,033 | 6,822,639 |
| Long-term borrowings | 10,000,000 | - |
| Total noncurrent liabilities | 43,307,033 | 6,822,639 |
| Total liabilities | 89,791,601 | 29,387,832 |
| Commitments and contingencies | | |
| Stockholder's equity | | |
| Common stock, no par value. Authorized 60,000,000 shares; issued and outstanding 33,800,000 | 54,147,010 | 43,947,010 |
| Retained Earnings (Accumulated deficit) | 10,105,058 | (2,057,697) |
| Total stockholder's equity | 64,252,068 | 41,889,313 |
| Total liabilities and stockholder's equity | $154,043,669 | $ 71,277,145 |

The accompanying notes are an integral part of these consolidated financial statements.

# CJ Foodville USA, Inc. and Subsidiaries
**(A wholly owned subsidiary of CJ Foodville Corporation)**
## Consolidated Statements of Income
## Years Ended December 31, 2025 and 2024

| | 2025 | 2024 |
|---|---|---|
| **Revenues** | | |
| Sales | $ 120,046,526 | $ 88,509,319 |
| Royalties and upfront franchise fees | 16,088,645 | 11,925,779 |
| Total revenues | 136,135,171 | 100,435,098 |
| **Costs and expenses** | | |
| Cost of sales | 65,163,005 | 48,151,943 |
| Selling, general, and administrative expenses | 57,416,684 | 36,917,721 |
| (Recovery from fire) Loss from fire | (1,675,000) | 1,802,834 |
| Total cost and expenses | 120,904,689 | 86,872,498 |
| Operating income | 15,230,481 | 13,562,600 |
| **Other income (expenses)** | | |
| Interest income | 243,322 | 760,181 |
| Interest expense | (862,882) | (13,773) |
| Other income, net | 178,254 | 74,658 |
| Income before income tax expense | 14,789,176 | 14,383,666 |
| Income tax expense | (2,626,421) | (4,304,560) |
| Net income | $ 12,162,755 | $ 10,079,106 |

The accompanying notes are an integral part of these consolidated financial statements.

# CJ Foodville USA, Inc. and Subsidiaries
**(A wholly owned subsidiary of CJ Foodville Corporation)**
## Consolidated Statements of Changes in Stockholder's Equity
## Years Ended December 31, 2025 and 2024

| | Common Stock | | Retained Earning (Accumulated Deficit) | Total Stockholder's Equity |
|---|---|---|---|---|
| | Shares | Amount | | |
| **Balances at December 31, 2023** | 33,800,000 | $ 43,947,010 | $ (12,136,803) | $ 31,810,207 |
| Net income | - | - | 10,079,106 | 10,079,106 |
| **Balances at December 31, 2024** | 33,800,000 | 43,947,010 | (2,057,697) | 41,889,313 |
| Capital contribution | - | 10,200,000 | - | 10,200,000 |
| Net income | - | - | 12,162,755 | 12,162,755 |
| **Balances at December 31, 2025** | 33,800,000 | $ 54,147,010 | $ 10,105,058 | $ 64,252,068 |

The accompanying notes are an integral part of these consolidated financial statements.

# CJ Foodville USA, Inc. and Subsidiaries
**(A wholly owned subsidiary of CJ Foodville Corporation)**
## Consolidated Statements of Cash Flows
## Years Ended December 31, 2025 and 2024

| | 2025 | 2024 |
|---|---|---|
| **Cash flows from operating activities** | | |
| Net income | $ 12,162,755 | $ 10,079,106 |
| Adjustments to reconcile net income to net cash provided by operating activities | | |
| Bad Debt expense reversal | (28,810) | - |
| Depreciation and amortization | 1,201,918 | 652,116 |
| Amortization of operating lease right-of-use assets | 2,678,928 | 1,655,186 |
| Loss on disposal of property and equipment | 108,431 | 1,733 |
| Loss from fire | - | 1,802,834 |
| Deferred income tax expense | 2,683,345 | 1,032,387 |
| Changes in operating assets and liabilities | | |
| Accounts receivable | (2,948,397) | (2,829,679) |
| Due from related parties | (18,678) | - |
| Inventories | (4,010,109) | (3,948,573) |
| Prepaid expenses and other current assets | (8,435,557) | (1,220,527) |
| Operation lease right-of-use assets | (29,862,245) | (5,852,068) |
| Accounts Payable | 1,015,843 | 658,844 |
| Due to related parties | (2,821,686) | 2,632,098 |
| Accrued expense and other current liabilities | 7,654,663 | (1,868,384) |
| Operating lease liabilities | 28,004,977 | 4,226,810 |
| Net cash provided by operating activities | 7,385,378 | 7,021,883 |
| **Cash flows from investing activities** | | |
| Purchases of property and equipment | (51,636,912) | (13,680,619) |
| Proceeds from sale of property and equipment | 212,014 | 37,164 |
| Net cash used in investing activities | (51,424,898) | (13,643,455) |
| **Cash flows from financing activities** | | |
| Capital contribution | 10,200,000 | - |
| Proceeds from short-term borrowings | 28,000,000 | - |
| Net cash provided by financing activities | 38,200,000 | - |
| Net decrease in cash and cash equivalents | (5,839,520) | (6,621,572) |
| **Cash and cash equivalents at** | | |
| Beginning of year | 16,658,553 | 23,280,125 |
| End of year | $ 10,819,033 | $ 16,658,553 |
| **Supplemental disclosures of cash flow information** | | |
| Cash paid for income taxes | $ 5,135,572 | $ 3,933,450 |
| Interest paid | 762,833 | 4,695 |
| **Supplemental disclosure of noncash investing activity** | | |
| Unpaid purchases of property and equipment | $ 1,450,027 | $ 26,692 |
| Operating ROU assets obtained in exchange for operating lease liabilities | 29,844,799 | 7,361,725 |

The accompanying notes are an integral part of these consolidated financial statements.

## 1. Nature of Business

CJ Foodville USA, Inc., established in March 2004 and incorporated in the state of California, is a wholly owned subsidiary of CJ Foodville Corporation (the Parent), based in the Republic of Korea. CJ Foodville USA, Inc., and its wholly owned subsidiary, Tous Les Jours International Corp. (Tous Les Jours), franchise and operate French-Asian style bakery-cafés under the widely recognized brand name Tous Les Jours. In August 2023, CJ Foodville USA, Inc. formed another wholly owned subsidiary, TLJ America, LLC (TLJ America), in Georgia. TLJ America is constructing a manufacturing facility to provide products directly across its network of franchised locations and streamline its supply chain within the United States.

CJ Foodville USA, Inc. distributes frozen dough, baked goods and bakery equipment to franchisees, which is ancillary to the franchise right. Frozen dough is either purchased from the Parent or produced at the company's facility.

Tous Les Jours grants the right to a franchisee to run a bakery-café at a specific location for on-premises dining and carry-out services, which offers a unique selection of bakery and pastry goods, sandwich items, coffee and beverages. As of December 31, 2025 and 2024, there are 187 and 147 bakery-cafés operated by independent franchisees under franchise agreements and, 5 and 3 bakery cafés operated by CJ Foodville USA, Inc.

## 2. Summary of Significant Accounting Policies

### a. Basis of Presentation

These consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP).

### b. Principles of Consolidation

The accompanying consolidated financial statements include the accounts of CJ Foodville USA, Inc. and its wholly owned subsidiaries, Tous Les Jours and TLJ America (collectively, the Company). All significant intercompany balances and transactions have been eliminated in consolidation.

### c. Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### d. Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity, when purchased, of three months or less to be cash equivalents.

The Company places its cash with high-quality financial institutions and such deposits may be in excess of the Federal Deposit Insurance Corporation limit of $250,000; however, the Company has not yet experienced losses with respect to these deposits.

### e. Accounts receivable, less allowance for credit losses

Accounts receivables are recorded at the invoiced amount, net of an allowance for credit losses, and do not bear interest.

The Company records an allowance for credit losses ("ACL") in accordance with ASC Subtopic 326-20, Financial Instruments – Credit Losses. The ACL represents management's estimate of current expected credit losses inherent in financial assets measured at amortized cost and is recorded as a valuation allowance deducted from the amortized cost basis of the related financial assets.

The estimate of expected credit losses is based primarily on the Company's historical loss experience, the aging of accounts receivable, current economic conditions, and management's assessment of the creditworthiness of its customers. The Company considers all available information relevant to assessing the collectability of cash flows over the contractual term of the financial assets. The Company does not have any off-balance-sheet credit exposures.

Changes in the allowance for credit losses are recognized in the consolidated statements of income as credit loss expense. The Company estimates the allowance for credit losses on trade accounts receivable using an aging analysis. Accounts receivable that are more than 365 days past due are evaluated individually for collectability. Accounts deemed uncollectible are written off against the allowance when collection efforts have been exhausted.

**f. Inventories, net**

Inventories are stated at the lower of cost and net realizable value. Cost is determined using the moving average cost method.

**g. Revenue Recognition**

The Company recognizes revenue in accordance with ASC 606, Revenue from Contracts with Customers ("ASC 606"). The Company generates revenues from four primary sources: (i) Product sales made to franchisees; (ii) retail sales at Company-operated stores; (iii) franchise revenues, consisting of royalties based on a percentage of sales reported by franchise restaurants; and (iv) upfront franchise fees.

***Franchisee Product Sales***

Revenue from franchisee product sales is recognized at a point in time upon delivery of products to franchisees, when control of the products is transferred to the franchisees. $108,990,894 and $81,337,447 of franchisee product sales were recognized in the accompanying consolidated statements of income for the years ended December 31, 2025 and 2024, respectively.

***Company Operated Store Sales***

Revenues of Company-operated restaurants are primarily recognized as customers pay for products at the point of sale. Company-operated restaurant revenues also include amounts paid to the Company for products upon delivery to the customer and do not include delivery fees charged to the customer by third-party delivery providers. The Company reports Company-operated restaurant revenues net of sales and use taxes collected from customers and remitted to governmental taxing authorities. $11,055,632 and $7,121,872 of company operated store sales were recognized in the accompanying consolidated statements of income for the years ended December 31, 2025 and 2024, respectively.

***Franchise Royalties***

The Company grants individual restaurant franchises to operators in exchange for continuing royalty payments. Under franchise agreements, the Company provides franchisees with a license of the Company's symbolic intellectual property, administration of advertising programs, and other ongoing support services. These services are highly interrelated and are

not separately identifiable; therefore, they are accounted for as a single performance obligation. Franchise royalty revenue represents sales-based royalties that is calculated as a percentage of franchisee sales and is recognized at the time the underlying franchisee sales occur. $14,526,012 and $10,368,285 of franchise royalties were recognized in the accompanying consolidated statements of income for the years ended December 31, 2025 and 2024, respectively.

***Upfront Franchise Fees***
Upfront franchise fees are payable by the franchisee upon the execution of a new franchise agreement. Per franchise agreements these fees relate primarily to pre-opening services such as site selection assistance, site preparation, and training. The Company elected the practical expedient to account for the eligible pre-opening services as a performance obligation that is distinct from the franchise license and has further elected to account for multiple pre-opening services as a single bundled performance obligation. Upfront franchise fees are recognized over time as the pre-opening services are performed, which is approximately 16 months on average from the inception of the franchise agreement. $1,562,643 and $1,607,494 of upfront franchise fees were recognized in the accompanying consolidated statements of income for the years ended December 31, 2025 and 2024, respectively.

**h. Property and Equipment**
Property and equipment are stated at cost. Depreciation on property and equipment is computed using the straight-line method over the estimated useful lives of the related assets as follows:

| | |
|---|---|
| Building | 40 Years |
| Machinery | 8–10 Years |
| Office furniture and equipment | 8–10 Years |
| Vehicle | 5 Years |
| Computer and software | 4–10 Years |
| Leasehold improvements | Shorter of 10 Years or the lease term |

**i. Leases**
The Company is a lessee in noncancellable operating leases, primarily for office spaces, warehouses, bakery stores, and vehicles.

The Company accounts for leases in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Update No. 2016-02, *Leases* (Topic 842) (Notes 5(a). The Company determines if an arrangement is or contains a lease at contract inception and leases are classified as either finance lease or operating lease The Company recognizes a right-of-use (ROU) asset and a lease liability at the lease commencement date based on the net present value of future lease payments. The Company does not have any finance leases.

For operating leases, the ROU asset is subsequently measured throughout the lease term at the carrying amount of the lease liability, plus initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

Operating lease ROU assets are presented on the balance sheets. The current portion of operating lease liabilities and the non-current portion are presented separately on the balance sheets.

The Company has elected not to recognize ROU assets and lease liabilities for short-term leases of other office equipment that have a lease term of 12 months or less. The Company recognizes the lease payments associated with its short-term leases as an expense on a straight-line basis over the lease term. Variable lease payments associated with these leases are recognized and presented in the same manner as for all other Company leases.

**j. Long-Lived Assets**

Long-lived assets, such as property, plant, and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by that asset or asset group to its carrying amount. If the carrying amount of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the carrying amount exceeds its fair value. Fair value is determined using various valuation techniques including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary. No impairment losses were recognized during the years ended December 31, 2025 and 2024.

**k. Income Taxes**

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the consolidated financial statements carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets 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. The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

The Company records interest related to unrecognized tax benefits in interest expense and penalties in selling, general, and administrative expenses.

***Recently adopted accounting pronouncements***

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* (“ASU 2023-09”). The new guidance requires, on an annual basis, disclosure of specific categories in the rate reconciliation and disclosure of income taxes paid disaggregated by jurisdiction. ASU 2023-09 is effective for annual periods beginning after December 15, 2025. The Company is currently evaluating the potential impact of this guidance and the timing of adoption.

## 3. Inventories, net

Inventories consisted of the following at December 31, 2025 and 2024:

| | 2025 | 2024 |
|---|---|---|
| Finished goods inventories | $ 924,739 | $ 491,533 |
| Raw materials | 1,039,334 | 4,471,390 |
| Equipment and other | 8,292,703 | 438,679 |
| Inventory in transit | 1,436,348 | 2,281,414 |
| | 11,693,125 | 7,683,016 |
| Inventory valuation reserve | (65,000) | (65,000) |
| | $ 11,628,125 | $ 7,618,016 |

During 2024, a fire occurred at the Company's warehouse, resulting in the destruction of inventories with a carrying amount of $1,802,834. During 2025, the Company received insurance proceeds of $1,675,000 related to this loss which were recognized as a recovery from fire in the consolidated statements of income.

## 4. Property and Equipment, net

Property and equipment at December 31, 2025 and 2024 are summarized by major classification as follows:

| | 2025 | 2024 |
|---|---|---|
| Land | $ 3,453,611 | $ 3,352,942 |
| Buildings | 23,039,762 | - |
| Construction in progress | 6,184,088 | 11,081,269 |
| Machinery | 24,054,951 | 3,948,632 |
| Office furniture and equipment | 2,823,234 | 1,756,185 |
| Vehicle | 54,648 | 54,648 |
| Computer and software | 2,716,221 | 1,370,798 |
| Leasehold improvements | 11,409,583 | 6,102,192 |
| | 73,736,098 | 27,666,666 |
| Less: Accumulated depreciation and amortization | (4,919,209) | (7,266,355) |
| Property and equipment, net | $ 68,816,888 | $ 20,400,311 |

Property and equipment related depreciation and amortization expense was $966,984 and $614,410 for the years ended December 31, 2025 and 2024, respectively.

## 5. Lease

The Company is obligated under noncancellable operating lease for office spaces, warehouses, bakery stores, and vehicles. These leases generally contain renewal options. However, since the Company is not reasonably certain to exercise these renewal options, the options are not considered in determining the lease term, and associated potential option payments are excluded from lease payments. The Company's leases generally do not include termination options for either party to the lease or restrictive financial or other covenants. Payments due under the lease contracts include fixed payments plus variable payments. The Company is responsible for their proportionate share of real estate taxes, insurance, common area maintenance, and other operating costs.

The components of lease expense for the years ended December 31, 2025 and 2024 were as follows:

| | 2025 | 2024 |
|---|---|---|
| Operating lease cost | $ 3,459,288 | $ 1,863,975 |
| Variable lease cost | 117,725 | 99,681 |
| Total lease cost | $ 3,577,013 | $ 1,963,656 |

Other information related to leases as of December 31, 2025 and 2024 was as follows:

| | 2025 | 2024 |
|---|---|---|
| Weighted average remaining lease term (years) | 9.3 | 7.3 |
| Weighted average discount rate | 5.45 % | 5.10 % |

Future minimum lease payments for operating leases are as follows:

| | |
|---|---|
| 2026 | $ 5,687,581 |
| 2027 | 1,472,432 |
| 2028 | 784,153 |
| 2029 | 538,598 |
| 2030 | 4,473,058 |
| Thereafter | 24,043,708 |
| Total undiscounted lease payments | 36,999,530 |
| Less: Imputed interest | (205,624) |
| Total lease liabilities | $ 36,793,906 |

## 6. Borrowings

Borrowings as of December 31, 2025 consists of the following:

| Borrowings | Amount |
|---|---|
| Term loan from The Korea Development Bank | $ 18,000,000 |
| Term loan from KEB Hana LA Financial Corp | 10,000,000 |
| Total principal amount | 28,000,000 |
| Less: current portion | (18,000,000) |
| Total principal amount, net of current portion | $ 10,000,000 |

Interest expenses on these borrowings totaled $727,190 for the year ended December 31, 2025. Accrued interest as of December 31, 2025 was $16,529.

The Company did not have any borrowing arrangements for the year ended December 31, 2024.

**Term Loan – The Korea Development Bank**
On June 23, 2025, the Company entered into a loan agreement with The Korea Development Bank, pursuant to which the Lender made available to the Company a term loan facility in an aggregate principal amount of up to $20 million. The facility permits the Company to make multiple drawdowns during a six-month availability period, subject to the terms of the agreement. Any undrawn portion of the facility is automatically cancelled at the end of the availability period. Amounts drawn under the facility bear interest at a variable rate equal to three-month Term SOFR plus 0.85%, with interest payable quarterly. The outstanding loan balance is repayable in a single lump-sum payment on June 26, 2026. The Company may prepay the loan in accordance with the terms of the agreement; however, amounts prepaid may not be re-borrowed. The loan is guaranteed by the Company's parent company, CJ Foodville Co., Ltd., on a joint and several basis, with the guaranteed amount limited to 120% of the aggregate principal amount of the facility. As of December 31, 2025, the outstanding balance under the facility was $18 million, which is presented as short-term debt in the consolidated balance sheet.

**Term Loan – KEB Hana LA Financial Corp**
On August 20, 2025, the Company entered into a Term Loan Agreement with KEB Hana Bank LA Financial Corp pursuant to which the Company borrowed a term loan in the principal amount of $30 million, with a maturity date of August 20, 2028. The term loan bears interest at a variable rate equal to three-month Term SOFR plus 1.50%, with interest payable monthly. The term loan is guaranteed by the Company's parent company, CJ Foodville Co., Ltd., in an amount equal to 120% of the principal amount of the loan. The term loan provides for multiple drawdowns of the committed amount of $30 million. As of December 31, 2025, $10 million was outstanding, and the Company had the ability to draw additional amounts of up to $20 million under the existing

commitment, subject to the terms of the loan agreement. The arrangement does not provide for a revolving credit facility, and amounts repaid may not be re-borrowed.

## 7. Commitments and Contingencies

**a.** License Agreement
The Company has a running royalty arrangement with the Parent, calculated based on the net sales amount. For the years ended December 31, 2025 and 2024, the Company incurred royalty expense in the amount of $6,109,763 and $5,397,115, which is included in selling, general, and administrative expenses in the accompanying consolidated statements of income, respectively.

**b.** Legal Matters
The Company may become party to various legal claims and actions arising in the ordinary course of business. The management of the Company believes that there is no matter that will have a material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.

## 8. Income Taxes

The income taxes for the years ended December 31, 2025 and 2024 consists of the following:

| | 2025 | | |
|---|---|---|---|
| | **Current** | **Deferred** | **Total** |
| Federal | $ (401,008) | $ 2,979,074 | $ 2,578,066 |
| State | 346,453 | (298,098) | 48,355 |
| | $ (54,555) | $ 2,680,975 | $ 2,626,421 |

| | 2024 | | |
|---|---|---|---|
| | **Current** | **Deferred** | **Total** |
| Federal | $ 2,054,095 | $ 816,406 | $ 2,870,501 |
| State | 1,218,078 | 215,981 | 1,434,059 |
| | $ 3,272,173 | $ 1,032,387 | $ 4,304,560 |

Income tax expense differs from the amount computed by applying the federal statutory tax rate of 21% primarily due to research and development tax credits.

The components of deferred income tax assets as of December 31, 2025 and 2024 are summarized as follows:

| | 2025 | 2024 |
|---|---|---|
| **Deferred tax assets (liabilities)** | | |
| Net operating loss carryforwards | 4,782,699 | 547,767 |
| Accrued expenses | 1,154,741 | 1,293,736 |
| § 263A adjustment | 393,113 | 195,384 |
| Deferred revenue | 322,952 | - |
| Lease | 298,046 | 85,338 |
| State taxes | 119,495 | 241,262 |
| Allowance for doubtful accounts | 116,026 | 123,875 |
| R&D Tax Credit | 96,659 | - |
| Goodwill | 93,742 | 140,725 |
| Other | 22,560 | 665 |
| § 174 expense | (37,217) | 602,327 |
| Property and equipment | $ (6,953,886) | $ (138,803) |
| Net deferred tax assets | $ 408,931 | $ 3,092,277 |

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets depends upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities (including the effect of available carryback and carryforward periods), projected future taxable income, and tax-planning strategies in making this assessment.

Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is more likely than not that the Company will realize the benefits of these deductible differences.

The Company did not have any material uncertain tax positions or unrecorded tax benefits, which, if recognized, would affect the effective tax rates for the years ended December 31, 2025 and 2024.

The Company is no longer subject to U.S. federal examinations for the tax years before 2022 or state income tax examination for the tax years before 2021.

## 9. Related Party Transactions

The following summarizes significant transactions with related parties as of and for the years ended December 31, 2025 and 2024:

| | 2025 | | |
|---|---|---|---|
| **Related Party** | **Due to Related Parties** | **Purchases** | **Royalty Expense** |
| Parent | $ 5,198,307 | $ 37,146,915 | $ 6,109,763 |
| CJ Logistics Holdings | 403,224 | 3,476,398 | - |
| CJ Foods USA, Inc. | 12,960 | 589,839 | - |
| CJ America, Inc. | 37,706 | 323,964 | - |
| CJ Olivenetworks | 2,144,337 | 6,850,365 | - |
| PT. CJ FOODVILLE BAKERY AND CAFE INDONESIA | 20 | 702,001 | - |

| | 2024 | | |
|---|---|---|---|
| **Related Party** | **Due to Related Parties** | **Purchases** | **Royalty Expense** |
| Parent | $ 10,584,217 | $ 23,288,963 | $ 5,397,115 |
| CJ Logistics Holdings | 72,700 | 803,870 | - |
| CJ Foods USA, Inc. | 74,341 | 758,908 | - |

In addition, the Company receives a guarantee from the Parent in connection with its bank borrowings. For the year ended December 31, 2025, the Company incurred guarantee fees totaling $76,932, which are recognized as interest expenses in the accompanying consolidated statements of income.

## 10. Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through March 24, 2026, the date at which the consolidated financial statements were available to be issued, and determined there are no items to disclose.

# CJ FOODVILLE USA, INC. AND SUBSIDIARIES

(A Wholly Owned Subsidiary of CJ FOODVILLE CORPORATION)

## CONSOLIDATED FINANCIAL STATEMENTS

## DECEMBER 31, 2023 and 2022

(With Independent Auditors' Report Thereon)

**CJ FOODVILLE USA, INC. AND SUBSIDIARIES**
**CONSOLIDATED FINANCIAL STATEMENTS**
**DECEMBER 31, 2023 and 2022**
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# INDEPENDENT AUDITORS' REPORT

To the Board of Directors
CJ Foodville USA, Inc. and subsidiaries

## Opinion

We have audited the accompanying consolidated financial statements of CJ Foodville USA, Inc. and its subsidiaries which comprise the consolidated balance sheets as of December 31, 2023 and December 31, 2022, and the related consolidated statements of income, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of CJ Foodville USA, Inc. and its subsidiaries as of December 31, 2023 and December 31, 2022, 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.

## 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 consolidated financial statements section of our report. We are required to be independent of CJ Foodville USA, Inc. and its subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Responsibilities of Management for the Consolidated financial statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about CJ Foodville USA, Inc.'s ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

**Auditor's Responsibilities for the Audit of the Consolidated financial statements**

Our objectives are to obtain reasonable assurance about whether the consolidated 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 consolidated 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 consolidated 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 consolidated 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 CJ Foodville USA, Inc.'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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about CJ Foodville USA, Inc.'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.

**Supplementary Information**

The supplementary information on page 20 and 21 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

LEK Partners LLC

Duluth, Georgia USA
February 26, 2024

**CJ FOODVILLE USA, INC. AND SUBSIDIARIES**
**CONSOLIDATED BALANCE SHEETS**
**DECEMBER 31, 2023 AND 2022**

| ASSETS | 2023 | 2022 |
|---|---|---|
| **CURRENT ASSETS** | | |
| Cash | $ 23,280,125 | $ 9,463,657 |
| Accounts receivable, less allowance for doubtful accounts of $496,218 in 2023 and $192,291 in 2022 | 8,382,285 | 6,071,365 |
| Inventories | 5,472,277 | 6,044,453 |
| Due from related parties | - | 7,200 |
| Prepaid expenses and other current assets | 2,614,145 | 2,585,935 |
| Total current assets | 39,748,832 | 24,172,610 |
| **PROPERTY AND EQUIPMENT, NET** | 7,372,999 | 3,352,507 |
| **OPERATING LEASE RIGHT-OF-USE ASSETS, NET** | 4,879,685 | 4,928,104 |
| **GOODWILL, NET** | 37,706 | 168,078 |
| **DEFERRED TAX ASSET** | 4,124,664 | 7,571,054 |
| **TOTAL ASSETS** | $ 56,163,886 | $ 40,192,353 |

See notes to the consolidated financial statements

**CJ FOODVILLE USA, INC. AND SUBSIDIARIES**
**CONSOLIDATED BALANCE SHEETS**
**DECEMBER 31, 2023 AND 2022**

| LIABILITIES AND STOCKHOLDER'S EQUITY | 2023 | 2022 |
|---|---|---|
| **CURRENT LIABILITIES** | | |
| Accounts payable | $ 3,068,226 | $ 3,133,777 |
| Due to related parties | 8,119,046 | 5,009,783 |
| Current portion of lease liabilities | 1,426,395 | 1,312,880 |
| Accrued expense and other current liabilities | 7,989,073 | 6,259,009 |
| Total current liabilities | 20,602,740 | 15,715,449 |
| **LEASE LIABILITIES** | 3,750,940 | 3,882,793 |
| **TOTAL LIABILITIES** | 24,353,680 | 19,598,242 |
| **STOCKHOLDER'S EQUITY** | | |
| Common stock, no par value. Authorized 60,000,000 shares; issued and outstanding 33,800,000 shares. | 43,947,010 | 43,947,010 |
| Accumulated deficit | (12,136,804) | (23,352,899) |
| Net stockholder's equity | 31,810,206 | 20,594,111 |
| **TOTAL LIABILITIES AND EQUITY** | $ 56,163,886 | $ 40,192,353 |

See notes to the consolidated financial statements

**CJ FOODVILLE USA, INC. AND SUBSIDIARIES**
**CONSOLIDATED STATEMENTS OF INCOME**
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

| | 2023 | 2022 |
|---|---|---|
| **REVENUES** | | |
| Sales: | | |
| Frozen dough, baked goods and equipment sales | $ 64,915,976 | $ 46,811,690 |
| Bakery-café sales | 6,843,032 | 5,811,316 |
| Royalties and upfront franchise fees | 8,755,991 | 6,266,893 |
| Other revenues | 97,600 | 121,500 |
| Total revenues | 80,612,599 | 59,011,399 |
| **COST AND EXPENSES** | | |
| Cost of sales: | | |
| Frozen dough, baked goods and equipment sales | 36,280,892 | 32,146,295 |
| Bakery-café sales | 1,982,482 | 1,975,251 |
| Selling, general, and administrative expenses | 27,102,260 | 19,870,843 |
| Goodwill amortization expenses | 130,373 | 130,373 |
| Total cost and expenses | 65,496,007 | 54,122,762 |
| **OPERATING INCOME** | 15,116,592 | 4,888,637 |
| **OTHER INCOME (EXPENSES) – NET** | | |
| Interest income (expense), net | 466,993 | (77) |
| Miscellaneous income (expense), net | 143,340 | (1,626) |
| | 610,333 | (1,703) |
| **INCOME BEFORE INCOME TAX EXPENSE** | 15,726,925 | 4,886,934 |
| **INCOME TAX BENEFIT (EXPENSE)** | (4,510,830) | 7,204,812 |
| **NET INCOME** | $ 11,216,095 | $ 12,091,746 |

See notes to the consolidated financial statements

**CJ FOODVILLE USA, INC. AND SUBSIDIARIES**
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY**
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

| | Common Stock | Accumulated Deficit | Total Equity |
|---|---|---|---|
| **BALANCE AT JANUARY 1, 2022** | $ 43,947,010 | $ (35,243,534) | $ 8,703,476 |
| Adjustment for initial recognition of operating lease assets and liabilities | - | (201,111) | (201,111) |
| Net income | - | 12,091,746 | 12,091,746 |
| **BALANCE AT DECEMBER 31, 2022** | 43,947,010 | (23,352,899) | 20,594,111 |
| Net income | - | 11,216,095 | 11,216,095 |
| **BALANCE AT DECEMBER 31, 2023** | $ 43,947,010 | $ (12,136,804) | $ 31,810,206 |

See notes to the consolidated financial statements

**CJ FOODVILLE USA, INC. AND SUBSIDIARIES**
**CONSOLIDATED STATEMENTS OF CASH FLOWS**
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

| | 2023 | 2022 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | |
| Net Income | $ 11,216,095 | $ 12,091,746 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Depreciation and amortization | 733,485 | 670,787 |
| Goodwill amortization | 130,373 | 130,373 |
| Allowance for doubtful accounts | 283,927 | 152,566 |
| Loss on disposal of property and equipment | - | 18,006 |
| Deferred tax expense (benefit) | 3,446,390 | (7,571,054) |
| Changes in assets and liabilities: | | |
| Accounts receivable | (2,591,473) | (2,084,852) |
| Inventories | 572,176 | (364,159) |
| Due from related parties | 7,200 | (677) |
| Prepaid expenses and other current assets | (28,211) | (1,068,762) |
| Operating lease right-of-use assets | 1,389,396 | 926,200 |
| Accounts payable | (65,551) | 2,136,872 |
| Due to related parties | 3,109,263 | (1,577,370) |
| Accrued expense and other current liabilities | 1,730,064 | 2,908,202 |
| Lease liabilities | (1,359,315) | (859,742) |
| Net cash provided by operating activities | 18,573,819 | 5,508,136 |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | |
| Purchases of property and equipment | (4,757,351) | (1,178,713) |
| Net cash used in investing activities | $ (4,757,351) | $ (1,178,713) |

See notes to the consolidated financial statements

**CJ FOODVILLE USA, INC. AND SUBSIDIARIES**
**CONSOLIDATED STATEMENTS OF CASH FLOWS**
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

| | 2023 | 2022 |
|---|---|---|
| **INCREASE IN CASH** | 13,816,468 | 4,329,423 |
| **CASH AT BEGINNING OF YEAR** | 9,463,657 | 5,134,234 |
| **CASH AT END OF YEAR** | $ 23,280,125 | $ 9,463,657 |
| **SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION** | | |
| Cash paid during the year for: | | |
| Interest | $ - | $ 168 |
| Income taxes | $ 605,000 | $ 174,000 |
| **ADDITIONAL NON-CASH DISCLOSURES FOR OPERATING, INVESTING, AND FINANCING ACTIVITIES** | | |
| Operating lease right-of-use assets | $ 1,340,977 | $ 5,854,304 |
| Operating lease liabilities | $ 1,340,977 | $ 6,055,415 |

See notes to the consolidated financial statements

## 1. NATURE OF BUSINESS

CJ Foodville USA, Inc., established in March 2004 and incorporated in the state of California, is a wholly-owned subsidiary of CJ Foodville Corporation, based in Korea. CJ Foodville USA, Inc., and its fully-owned subsidiary, Tous Les Jours International Corp. (Tous Les Jours), franchises and operates French-Asian style bakery-cafés under the widely recognized brand name Tous Les Jours. In August 2023, CJ Foodville USA, Inc. formed another wholly-owned subsidiary, TLJ America, LLC (TLJ America), in Georgia. TLJ America plan to construct manufacturing facility to provide products directly across its network of franchised locations and streamline its supply chain within the United States.

The Company distributes frozen dough, baked goods and bakery equipment to franchisees, which is ancillary to the franchise right. Frozen dough is either purchased from the Parent or produced at the Company's facility.

The Company grants the right to a franchisee to run a bakery-café at a specific location for on-premises dining and carry-out services, which offers a unique selection of bakery and pastry goods, sandwich items, coffee and beverages. As of December 31, 2023, there are 108 bakery-cafés operated by independent franchisees under franchise agreements and three operated by the Company.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### Principles of Consolidation

The accompanying consolidated financial statements include the accounts of CJ Foodville USA, Inc. and its wholly owned subsidiaries, Tous Les Jours and TLJ America (collectively, the Company). All significant intercompany balances and transactions have been eliminated in consolidation.

### Estimates and Uncertainties

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes.

### Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

The Company places its cash with high-quality financial institutions and such deposits may be in excess of the Federal Deposit Insurance Corporation limit of $250,000; however, the Company has not yet experienced losses with respect to these deposits.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

### Accounts Receivable

Accounts receivable are recorded at the invoiced amount and do not bear interest. The Company maintains an allowance for doubtful accounts for estimated losses inherent in its accounts receivable portfolio. In establishing the required allowance, management considers historical losses adjusted to take into account current market conditions and customers' financial condition, the amount of receivables in dispute, and the current receivables aging and current payment patterns. The Company regularly reviews its allowance for doubtful accounts. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote.

### Inventories

Inventories primarily consist of raw materials, frozen dough, packing materials and supplies and are stated at the lower of cost and net realizable value with cost determined using the moving-average method.

### Property and Equipment

Property and equipment is carried at cost less accumulated depreciation and includes expenditures which substantially increase the useful lives of existing property, plant and equipment. Depreciation is provided over the estimated useful lives of the assets using the straight-line method from the date when the assets are placed in service. Expenditures for repairs and maintenance are charged to expense as incurred, and additions and improvements that significantly extend the lives of assets are capitalized. The useful life of each asset category is as follows:

| Item | Estimated Useful Life |
|---|---|
| Machinery | 4 ~ 12 years |
| Vehicle | 5 years |
| Office furniture and equipment | 3 ~ 7 years |
| Computer and software | 4 ~ 10 years |

Leasehold improvements are amortized on a straight-line basis over the shorter of the lease term or estimated useful life of the asset.

### Leases

*(Policy applicable beginning January 1, 2022)*

The Company is a lessee in several noncancellable operating leases, primarily for office space, bakery stores, and food courts. The Company accounts for leases in accordance with Accounting Standards Codification (ASC) Topic 842, Leases. The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a right-of-use (ROU) asset and a lease liability at the lease commencement date.

For operating leases, the lease liability is initially and subsequently measured at the present value of the unpaid lease payments at the lease commencement date. For finance leases, the lease liability is initially measured in the same manner and date as for operating leases and is subsequently measured at amortized cost using the effective-interest method.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Key estimates and judgments include how the Company determines (1) the discount rate it uses to discount the unpaid lease payments to present value, (2) lease term, and (3) lease payments.

The ROU asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, plus any initial direct costs incurred less any lease incentives received.

For operating leases, the ROU asset is subsequently measured throughout the lease term at the carrying amount of the lease liability, plus initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

**Goodwill**
Goodwill represents the excess purchase price over the estimated fair value of net assets of a franchisee's café acquired by the Company. The Company amortizes goodwill on a straight-line basis over 10 years and tests goodwill for impairment when there is a triggering event. If the carrying amount exceeds its fair value, an impairment loss is measured to the extent that the carrying amount of goodwill exceeds the fair value. No impairment charge was recognized in 2023 and 2022.

Amortization expense for the years ended December 31, 2023 and 2022 amounted to $130,373 and $130,373 with accumulated amortization of $1,023,170 and $892,797 at December 31, 2023 and 2022, respectively.

**Long-Lived Assets**
The Company periodically evaluates whether events and circumstances have occurred that indicate that the remaining balance of long-lived assets to be held and used in the operations of the Company may be impaired and not be recoverable. In performing this evaluation, the Company uses an estimate of the related undiscounted cash flows expected to result from the use of the asset and its eventual disposition. If the carrying amount of the assets exceeds the estimated future undiscounted cash flows, impairment is measured based on the difference between the carrying amount and the fair value of the assets.

**Revenue Recognition**
The Company recognizes revenue when it satisfies performance obligations under the terms of its contracts, and control of its products or services is transferred to its customers in an amount that reflects the consideration the Company expects to receive from its customers in exchange for those products or services. This process involves identifying the customer contract, determining the performance obligations in the contract, determining the contract price, allocating the contract price to the distinct performance obligations in the contract, and recognizing revenue when the performance obligations have been satisfied. A performance obligation is considered distinct from other obligations in a contract when it (a) provides a benefit to the customer either on its own or together with other resources that are readily available to the customer and (b) is separately identified in the contract.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

The Company considers a performance obligation satisfied once it has transferred control of the products or services to a customer, meaning the customer has the ability to use and obtain the benefit of the product or service. The Company typically satisfies its performance obligations over time, as services are performed.

Under franchise agreements, the Company provides franchisees with a license of the symbolic intellectual property of the Company's brand, administration of advertising programs and other ongoing support functions. These services are highly interrelated so the Company does not consider them to be individually distinct performance obligations, and therefore, account for them as a single performance obligation.

Sales of frozen dough, baked goods and bakery equipment are recognized when they are delivered to franchisees' cafés. Sales from the Company-operated café are recognized when the payment is tendered at the point of sales as the performance obligation is satisfied and are presented net of sales tax and other sales-related taxes.

Revenues from franchised cafes include royalties based on a percentage of franchisees' sales and upfront franchise fees. Sales-based royalties are recognized in the period earned and are variable consideration related to the Company's performance obligation to franchisees to maintain the intellectual property being licensed. Upfront franchise fees associated with pre-opening services are recognized when all material services or conditions relating to the opening of new bakery-cafés have been substantially completed since the upfront fees are distinct from the ongoing franchise license and related to the activities of opening a new location such as employee training and general architectural and design services.

Payment terms and conditions may vary by contract, although terms generally include a requirement of payment up to 60 days after the performance obligation has been satisfied. As a result, the contracts do not include a significant financing component.

**Income Taxes**
Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases under the asset-and-liability method. Deferred tax assets 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.

The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. For tax positions not meeting the "more likely than not" test, no tax benefit is recorded.

**Fair Value of Financial Instruments**
The Company's financial instruments such as cash, accounts receivable, due from and to Parent and affiliates, prepaid expenses and other current assets, accounts payable, due to related parties and accrued

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

expense and other current liabilities are of short-term duration. The carrying value, therefore, approximates fair value.

The Company uses valuation approaches that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, a three-tier fair value hierarchy distinguishes between observable and unobservable inputs.

The three-tier fair value hierarchy includes: Level 1, defined as quoted prices in active markets; Level 2, defined as observable prices that are based on inputs not quoted in active markets, but corroborated by market data; and Level 3, defined as unobservable inputs about which little or no market data exist, therefore requiring an entity to develop its own assumptions.

**Recently Adopted Accounting Standards**
In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), which requires lessees to recognize leases on-balance sheet and disclose key information about leasing arrangements. Topic 842 establishes a ROU model that requires a lessee to recognize a ROU asset and lease liability on the balance sheet for all leases with a term longer than 12 months. Leases are classified as finance or operating, with classification affecting the pattern and classification of expense recognition in the income statement.

Additionally, from 2018 through 2021, the FASB issued the following Topic 842-related ASUs:

- 2018-01, Land Easement Practical Expedient for Transition to Topic 842, which clarifies the applicability of Topic 842 to land easements and provides an optional transition practical expedient for existing land easements.
- 2018-10, Codification Improvements to Topic 842, Leases, which makes certain technical corrections to Topic 842.
- 2018-11, Leases (Topic 842): Targeted Improvements, which allows companies to adopt Topic 842 without revising comparative period reporting or disclosures and provides an optional practical expedient to lessors to not separate lease and non-lease components of a contract if certain criteria are met.
- 2019-01, Leases (Topic 842): Codification Improvements, which provides guidance for certain lessors on determining the fair value of an underlying asset in a lease and on the cash flow statement presentation of lease payments received. ASU 2019-01 also clarifies disclosures required in interim periods after adoption of ASU 2016-02 in the year of adoption.
- 2019-10, Financial Instruments – Credit Losses (Topic 326), Derivatives and Hedging (Topic 815), and Leases (Topic 842), Effective Dates, which defers the effective date of ASU 2016-02 and all related Topic 842 ASUs by one year to January 1, 2021, with early adoption permitted.
- 2020-05, Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842), Effective Dates for Certain Entities, which further defers the effective date of ASU 2016-02 and all related Topic 842 ASUs by one year to January 1, 2022, with early adoption permitted.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

- 2021-09, Leases (Topic 842): Discount Rate for Lessees That Are Not Public Entities, which allows non-public entities to make the risk-free rate election by class of underlying asset, rather than at the entity-wide level. A lessee that makes the risk-free rate election is required to disclose the asset classes for which it has elected to apply a risk-free rate. The amendments further require that when the rate implicit in the lease is readily determinable for any individual lease, the lessee must use that rate (rather than a risk-free rate or an incremental borrowing rate), regardless of whether it has made the risk-free rate election.

The Company adopted all of these ASUs effective January 1, 2022 using a modified retrospective transition approach. As a result, the Company was not required to adjust its comparative period financial information for effects of the standard or make the new required lease disclosures for periods before the date of adoption. The Company elected to adopt the package of transition practical expedients and, therefore, has not reassessed (1) whether existing or expired contracts contain a lease, (2) lease classification for existing or expired leases or (3) the accounting for initial direct costs that were previously capitalized. The Company did not elect the practical expedient to use hindsight for leases existing at the adoption date.

**Recently Issued Accounting Standards**

In June 2022, the FASB issued ASU 2022-03, Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions. The ASU clarifies that a contractual restriction on the sale of an equity security should not be considered in measuring the fair value of the equity security, and also cannot be recognized as a separate unit of account. The ASU also requires the investor to disclose the fair value of equity securities subject to contractual sale restrictions, the nature and remaining duration of the restriction(s), and the circumstances that could cause a lapse in the restriction(s). The ASU is effective for the Company for annual and interim periods beginning after December 15, 2024. Early adoption is permitted. The Company does not expect the adoption of ASU 2022-03 to have a material effect on its consolidated financial statements.

In March 2023, the FASB issued ASU 2023-01, Leases (Topic 842): Common Control Arrangements. The ASU provides a practical expedient for private companies and not-for-profit entities to use the written terms and conditions of a common control arrangement to determine whether a lease exists and, if so, the classification of and accounting for that lease. The ASU also clarifies the accounting for and transfer of leasehold improvements associated with common control leases, thereby reducing diversity in practice. The amendments in this ASU affect all lessees that are a party to a lease between entities under common control in which there are leasehold improvements. The ASU is effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted. The practical expedient may be applied on an arrangement-by arrangement basis. The Company does not expect the adoption of ASU 2023-01 to have a material effect on its consolidated financial statements.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The ASU requires the annual financial statements to include consistent categories and greater disaggregation of information in the rate reconciliation, and income taxes paid disaggregated by jurisdiction. ASU 2023-09 is effective for the Company's annual reporting periods beginning after December 15, 2025. Adoption is either with a prospective method or a fully retrospective method of transition. Early adoption is permitted. The Company is currently evaluating the effect that adoption of ASU 2023-09 will have on its consolidated financial statements.

## 3. INVENTORIES

Inventories as of December 31, 2023, and 2022, are comprised as follows:

| | 2023 | 2022 |
|---|---|---|
| Finished goods | $ 2,215,631 | $ 2,933,758 |
| Raw materials | 381,523 | 394,790 |
| Equipment and other | 871,596 | 1,700,599 |
| In-transit | 2,068,527 | 1,015,306 |
| | 5,537,277 | 6,044,453 |
| Inventory allowance | (65,000) | - |
| | $ 5,472,277 | $ 6,044,453 |

## 4. PROPERTY AND EQUIPMENT

As of December 31, 2023, and 2022 property and equipment consist of the following major classifications:

| | 2023 | 2022 |
|---|---|---|
| Land | $ 3,352,942 | $ - |
| Construction Work in Progress | 706,738 | 2,650,207 |
| Machinery | 2,866,517 | 2,650,207 |
| Office furniture and equipment | 1,077,837 | 884,161 |
| Vehicle | 54,648 | 54,648 |
| Computer and software | 1,326,441 | 1,216,212 |
| Leasehold improvements | 4,579,917 | 4,438,509 |
| | 13,965,040 | 9,243,737 |
| Accumulated depreciation | (6,592,041) | (5,891,230) |
| | $ 7,372,999 | $ 3,352,507 |

Depreciation expenses totaled $733,485 and $670,787 for the years ended December 31, 2023 and 2022, respectively.

## 5. COMMITMENTS

**Lease**
The Company has several noncancellable operating lease, primarily for office space, bakery stores, and food courts. That expires over the next seven years. This lease generally contains renewal options. Because the Company is not reasonably certain to exercise these renewal option, the options are not considered in determining the lease terms, and associated potential option payments are excluded from lease payments.

During 2023, The Company modified the existing office lease in Fort Lee, New Jersey in November 202 to extend the lease period to November 2028 from December 2025 and expand office space. The Company entered into new lease agreement in February 2023 for office space in Commerce, California for the period from February 2023 through May 2028. Lease expense associated with these operating leases for the year ended December 31, 2023 was approximately $1,579,000.

Amount reported in the consolidated balance sheet as of December 31, 2023 and 2022 as follows:

| | 2023 | 2022 |
|---|---|---|
| Operating leases: | | |
| Operating lease ROU assets | $ 4,879,685 | $ 4,928,104 |
| Operating lease liabilities | | |
| Current portion of lease liabilities | 1,426,395 | 1,312,880 |
| Non-current portion of lease liabilities | 3,750,940 | 3,882,793 |
| Total Operating lease liabilities | $ 5,177,335 | $ 5,195,673 |

The future minimum payments under the non-cancelable operating leases are as follows:

| | |
|---|---|
| 2024 | $ 1,611,851 |
| 2025 | 1,445,997 |
| 2026 | 1,226,681 |
| 2027 | 744,463 |
| 2028 and thereafter | 591,491 |
| Total | $ 5,620,483 |

**License agreement**
The Company has a royalty agreement with the Parent for sales of frozen dough produced at the Company's facility for which the Company is obligated to pay one percent of royalties. The Company expensed royalties of $3,480,462 and $1,788,036 for the years ended December 31, 2023 and 2022, respectively.

## 6. CONTINGENCIES

The Company is involved in various legal claims and actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.

## 7. EMPLOYEE BENEFIT PLAN

The Company has a 401(k) Plan (the Plan) to provide retirement benefits for its employees. The employees become eligible after completion of three months of service. The Company matches an amount equal to 100% of the first 5% of the contributions made by the participants. For the years ended December 31, 2023 and 2022, the Company's contributions to the Plan were approximately $239,000 and $190,000, respectively.

## 8. PROVISION FOR INCOME TAXES

The provision for income taxes for the years ended December 31, 2023 and 2022 are summarized as follows:

| | 2023 | 2022 |
|---|---|---|
| Current: | | |
| Federal | $ - | $ - |
| State | 1,064,441 | 366,242 |
| | 1,064,441 | 366,242 |
| Deferred: | | |
| Federal | 3,466,632 | (6,160,719) |
| State | (20,243) | (1,410,335) |
| | 3,446,389 | (7,571,054) |
| | $ 4,510,830 | $ (7,204,812) |

The components of deferred income tax assets as of December 31, 2022 and 2021 are summarized as follows:

| | 2023 | 2022 |
|---|---|---|
| Deferred Tax Assets: | | |
| Property and equipment | $ 163,573 | $ 434,320 |
| Allowance for doubtful accounts | 133,217 | 56,758 |
| Accrued royalty | 739,824 | 446,486 |
| Net operating loss carryforwards | 2,725,342 | 6,409,172 |
| Other | 362,708 | 224,318 |
| Total deferred tax assets | $ 4,124,664 | $ 7,571,054 |

## 8. PROVISION FOR INCOME TAXES – CONTINUED

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of sufficient future taxable income during the periods in which those temporary differences become deductible and the scheduled reversals of deferred tax liabilities. Based upon the level of historical taxable losses incurred and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is more likely than not that the Company will not realize the benefits of these deductible differences.

At December 31, 2023, the Company has net operating loss carryforwards of approximately $7.4 million for federal tax reporting purposes which expire in various years through 2037.

The Company files its California franchise tax return with its affiliates on the water's edge method. Accordingly, the provision for California franchise taxes provided is different from the amount computed by applying the California franchise tax rate to income before income tax expense.

The Company did not have any material uncertain tax positions or unrecorded tax benefits, which, if recognized, would affect the effective tax rates for the years ended December 31, 2023 and 2022.

## 9. RELATED PARTY TRANSACTIONS

The following summarizes related party transactions and balances as of and for the years ended December 31, 2023 and 2022:

December 31, 2023 and for the year then ended

| Related Party | Due from related parties | Due to related parties | Purchase | Royalty expense | Expenses |
|---|---|---|---|---|---|
| Parent | $ - | $ 7,885,616 | $ 17,897,147 | $ 3,476,213 | $ 119,779 |
| CJ America, Inc. | - | 20,191 | - | - | 184,915 |
| CJ Logistics | - | 28,593 | 419,059 | - | - |
| CJ Foods | - | 50,560 | 904,450 | - | - |
| CJ Olivenetwork | - | 134,086 | - | - | 247,409 |
| Other | - | - | - | - | 40,742 |
| Total | $ - | $ 8,119,046 | $ 19,220,656 | $ 3,476,213 | $ 592,845 |

## 9. RELATED PARTY TRANSACTIONS - CONTINUED

December 31, 2022 and for the year then ended

| Related Party | Due from related parties | Due to related parties | Purchase | Royalty expense | Expenses |
|---|---|---|---|---|---|
| Parent | $ - | $ 4,666,208 | $ 19,815,241 | $ 1,519,831 | $ 105,921 |
| CJ America, Inc. | - | 237,619 | - | - | 259,094 |
| CJ Logistics | - | 17,883 | 276,746 | - | - |
| CJ Foods | 7,200 | 44,575 | 602,018 | - | - |
| CJ Olivenetwork | - | 38,947 | - | - | 137,628 |
| Other | - | 4,551 | - | - | 9,076 |
| Total | $ 7,200 | $ 5,009,783 | $ 20,694,005 | $ 1,519,831 | $ 511,719 |

## 10. EVALUATION OF EVENTS SUBSEQUENT TO THE BALANCE SHEET DATE

Subsequent events have been evaluated through February 26, 2024, the date the financial statements were available for issue, and there was no item to be disclosed.

# SUPPLEMENTARY INFORMATION

**CJ FOODVILLE USA, INC. AND SUBSIDIARIES**
**CONSOLIDATING BALANCE SHEET**
**December 31, 2023**

| ASSETS | CJ Foodville USA, Inc. | Tous Les Jours International Corp. | TLJ America, LLC | Eliminations | Consolidated |
|---|---|---|---|---|---|
| **CURRENT ASSETS** | | | | | |
| Cash | $ 16,772,978 | $ 4,860,089 | $ 1,647,058 | $ - | $ 23,280,125 |
| Accounts receivable, net | 6,740,521 | 1,758,558 | - | (116,794) | 8,382,285 |
| Inventories | 5,472,277 | - | - | - | 5,472,277 |
| Due from related parties | - | 16,400,000 | - | (16,400,000) | - |
| Prepaid expenses and other current assets | 2,614,145 | - | - | - | 2,614,145 |
| Income taxes receivable from the subsidiary | 5,695,547 | - | | (5,695,547) | - |
| Total current assets | 37,295,468 | 23,018,647 | 1,647,058 | (22,212,341) | 39,748,832 |
| **PROPERTY AND EQUIPMENT, NET** | 4,020,057 | - | 3,352,942 | - | 7,372,999 |
| **OPERATING LEASE RIGHT-OF-USE ASSETS, NET** | 4,879,685 | - | - | - | 4,879,685 |
| **GOODWILL, NET** | 37,706 | - | - | - | 37,706 |
| **DEFERRED TAX ASSET** | 4,118,354 | 6,310 | - | - | 4,124,664 |
| **INVESTMENT IN AFFILIATE** | 5,800,000 | - | - | (5,800,000) | - |
| **TOTAL ASSETS** | $ 56,151,270 | $ 23,024,957 | $ 5,000,000 | $ (28,012,341) | $ 56,163,886 |
| **LIABILITIES AND STOCKHOLDER'S EQUITY** | | | | | |
| **CURRENT LIABILITIES** | | | | | |
| Accounts payable | $ 3,068,226 | $ - | $ - | $ - | $ 3,068,226 |
| Due to related parties | 8,210,840 | 25,000 | - | (116,794) | 8,119,046 |
| Note payable to the subsidiary | 16,400,000 | - | - | (16,400,000) | - |
| Accrued expense and other current liabilities | 6,854,584 | 1,134,489 | - | - | 7,989,073 |
| Current portion of lease liabilities | 1,426,395 | - | - | - | 1,426,395 |
| Income taxes payable to the parent | - | 5,695,547 | - | (5,695,547) | - |
| Total current liabilities | 35,960,045 | 6,855,036 | | (22,212,341) | 20,602,740 |
| **LEASE LIABILITIES** | 3,750,940 | - | - | - | 3,750,940 |
| **TOTAL LIABILITIES** | 39,710,985 | 6,855,036 | - | (22,212,341) | 24,353,680 |
| **STOCKHOLDER'S EQUITY** | | | | | |
| Common stock | 43,947,010 | 800,000 | 5,000,000 | (5,800,000) | 43,947,010 |
| Retained earnings (Accumulated deficit) | (27,506,725) | 15,369,921 | - | - | (12,136,804) |
| Net stockholder's equity | 16,440,285 | 16,169,921 | 5,000,000 | (5,800,000) | 31,810,206 |
| **TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY** | $ 56,151,270 | $ 23,024,957 | $ 5,000,000 | $ (28,012,341) | $ 56,163,886 |

**CJ FOODVILLE USA, INC. AND SUBSIDIARIES**
**CONSOLIDATING STATEMENT OF INCOME**
**FOR THE YEAR ENDED DECEMBER 31, 2023**

| | CJ Foodville USA, Inc. | Tous Les Jours International Corp. | TLJ America, LLC | Eliminations | Consolidated |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| Sales: | | | | | |
| Frozen dough, baked goods and equipment sales | $ 64,915,976 | $ - | $ - | $ - | $ 64,915,976 |
| Bakery-café sales | 6,843,032 | - | - | - | 6,843,032 |
| Royalties and upfront franchise fees | - | 8,755,991 | - | - | 8,755,991 |
| Other revenue | 397,600 | - | - | (300,000) | 97,600 |
| Total revenues | 72,156,608 | 8,755,991 | - | (300,000) | 80,612,599 |
| **COST AND EXPENSES** | | | | | |
| Cost of sales: | | | | | |
| Frozen dough, baked goods and equipment sales | 36,280,892 | - | - | - | 36,280,892 |
| Bakery-café sales | 1,982,482 | - | - | - | 1,982,482 |
| Selling, general, and administrative expenses | 27,103,537 | 298,723 | - | (300,000) | 27,102,260 |
| Goodwill amortization expenses | 130,373 | - | - | - | 130,373 |
| Total cost and expenses | 65,497,284 | 298,723 | - | (300,000) | 65,496,007 |
| **OPERATING INCOME** | 6,659,324 | 8,457,268 | - | - | 15,116,592 |
| **OTHER INCOME (EXPENSES) – NET** | | | | | |
| Interest income (expense), net | (393,934) | 860,927 | - | - | 466,993 |
| Other | 33,483 | 109,857 | - | - | 143,340 |
| | (360,451) | 970,784 | - | - | 610,333 |
| **INCOME BEFORE INCOME TAX BENEFIT (EXPENSE)** | 6,298,873 | 9,428,052 | - | - | 15,726,925 |
| **INCOME TAX EXPENSES** | (1,850,220) | (2,660,610) | - | - | (4,510,830) |
| **NET INCOME** | $ 4,448,653 | $ 6,767,442 | $ - | $ - | $ 11,216,095 |

## State Effective Dates

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

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

| State | Effective Date |
|---|---|
| California | April 13, 2026 |
| Hawaii | Pending |
| Illinois | Pending |
| Indiana | Pending |
| Maryland | Pending |
| Michigan | April 13, 2026 |
| Minnesota | Pending |
| New York | April 13, 2026 |
| Rhode Island | Pending |
| Virginia | Pending |
| Washington | Pending |
| Wisconsin | April 13, 2026 |

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

## RECEIPT

**(RETURN ONE COPY TO US)**

This disclosure document summarizes certain provisions of the franchise agreement, the area development agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Tous Les Jours International Corp. 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.

Under New York law, this disclosure document must be provided to you at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchised relationship. Michigan requires that we provide you with this disclosure document 10 business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If Tous Les Jours International Corp. 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 agency listed on Exhibit A.

The sellers of Tous Les Jours franchise are: Seokin Hong, Sojung Her, Ung Ji Jeong, Duck Yong Hwang, Jean Cornett-Hervey, Hun Soo Ahn, or _____ at

Tous Les Jours International Corp.
6131 Orangethorpe Ave., Suite 501
Buena Park, CA 90620
(323) 480-9100

Date of Issuance: April 13, 2026

I have received a disclosure document dated April 13, 2026 that included the following Exhibits:

A. State Administrators/Agents for Service of Process
B. State Specific Addendum
C-1. Franchise Agreement
C-2. Supply Agreement
D. Area Development Agreement
E. Table of Contents of Confidential Operating Manual
F. List of Current Franchisees
G. List of Former Franchisees
H. Financial Statements

Dated:_____ _____
Prospective Franchisee

_____
Printed Name

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Dated:_____ _____
Prospective Franchisee

_____
Printed Name