FRANCHISE DISCLOSURE DOCUMENT

DonutNV Franchising Inc.
A Florida corporation
431 Citrus Tower Blvd, Suite 103
Clermont, FL 34711
1.833.DonutNV
franchise@donutnv.com
www.donutnvfranchising.com

As a "DonutNV" franchisee, you will operate an interactive mobile mini donut making business, specializing in preparing, cooking, and serving mini donuts, along with other food items and specialty beverages, via a customized vehicle trailer for catering to parties, corporate events, and other events or at recurring site locations, under the trade name "DonutNV".

The total investment necessary to begin operation of a DonutNV franchise is $189,580 to $272,900. This includes $176,400 to $206,400 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation under a three-territory Development Rights Rider (including two units) is $374,130 to $520,300. This includes $236,400 to $266,400, that must be paid to the franchisor or affiliate. You must develop at least two DonutNV units under the Development Rights Rider.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Kristen Seitz at 431 Citrus Tower Blvd, Suite 103, Clermont, FL, 34711 and 1.833.DonutNV.

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

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

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

Issuance date: June 28, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
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 D 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 DonutNV 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 DonutNV franchisee?	Item 20 or Exhibit F 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 requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Florida. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Florida than in your own state.

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

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

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

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

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

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

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

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

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

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor 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 ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

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

In this disclosure document, "we", "us," or "our" refers to DonutNV Franchising Inc. "You" means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement's provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates

Our name is DonutNV Franchising Inc. We are a Florida corporation. We were formed on February 26, 2018, as a Pennsylvania corporation, and converted into a Florida corporation on February 21, 2023. Our principal business address is 431 Citrus Tower Blvd, Suite 103, Clermont, FL, 34711. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business.

Our affiliate, Keystone Manufacturing LLC is the sole supplier for your trailer package (custom vehicle trailer, as applicable, plus all equipment, signage, and substantially all supplies and inventory) to you. This affiliate's business address is 431 Citrus Tower Blvd, Suite 106, Clermont FL, 34711. Effective July 31, 2024, we consolidated the operations of our other affiliate, Keystone Amusements Provisioning, LLC, into Keystone Manufacturing LLC. As a result, Keystone Manufacturing LLC is also the sole vendor of any future donut machines you purchase.

Our affiliate, Keystone Amusements IP Holdings, LLC, owns the "DonutNV" trademarks. This affiliate has the same business address as us.

We do not have any predecessors.

We use the names "DonutNV Franchising Inc." and "DonutNV". We do not intend to use any other names to conduct business.

The principal business addresses of our agents for service of process are 431 Citrus Tower Blvd, Suite 103, Clermont, Florida, 34711, and the state agency addresses shown on Exhibit A.

We (that is, DonutNV Franchising Inc.) do not operate businesses of the type being franchised. We do not have any other business activities. We have not offered franchises in other lines of business.

The Franchise Offered

If you sign a franchise agreement with us, you will develop and operate an interactive mobile business specializing in preparing, cooking, and serving mini donuts, along with other food items and specialty beverages, via a mobile customized vehicle trailer for catering to parties, corporate events, and other events or at recurring site locations. You must use the specialized DonutNV vehicle trailer for all business that you conduct. The DonutNV business is usually operated to vend at public events that operate for less than 30 days at a time, and to cater at private and corporate events.

If you sign a Development Rights Rider (attached as Exhibit C to this disclosure document), you will develop at least two DonutNV territories and at least two DonutNV trailers on an agreed-upon schedule. For each future franchise, we will require you to sign our then-current form of franchise agreement, which will be modified so that you will pay the same royalty fees and brand fund contribution as your first franchise agreement (but otherwise may be different than the original Franchise Agreement that you signed).

If we provide you with any confidential information prior to executing a franchise agreement (for example, in connection with a Confirmation Day or upon your request), we reserve the right to require you to execute a Confidentiality, Non-Use and Non-Competition Agreement (attached as Exhibit M to this disclosure document) prior to receiving such confidential information.

There is one DonutNV "brick-and-mortar" store operated by a franchisee. However, we are not currently offering franchises to operate as a "brick-and-mortar" fixed retail business.

The mobile unit may be stored at a commercial or residential location (unless local laws do not permit storage at your residence). You must also have at least 100 square feet of dry, secure storage. The business does not require a publicly accessible office, so you may conduct the administrative functions from a home office if local laws allow.

You will compete against other mobile food services business. Some of our competitors are based out of restaurants and have much larger financial resources.

<u>Laws and Regulations</u>

The food service industry has certain laws and regulations specific to it. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local health departments administer and enforce laws and regulations that govern food preparation and service, waste disposal, and sanitary conditions. State and local agencies inspect food service businesses for compliance with these requirements. In most jurisdictions, you will need a license specific to mobile food service. Federal and state regulations impose specific requirements on the construction, maintenance, and operating condition of your unit. Some jurisdictions have regulations specific to management of food service workers, including wages and tips. Applicable laws and regulations prohibit false or misleading claims regarding health and nutrition of food items.

In most jurisdictions, you will need to use a commercial kitchen or commissary that complies with all applicable laws and has all applicable permits.

You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. You should consult with a legal advisor about legal requirements that may apply to your business, including any permits and licenses necessary to operate in your market.

<u>Business Experience</u>

We have offered franchises since 2018.

Alex Gingold founded Keystone Amusements LLC in 2010. The entity supplied coin operated vending and amusement machines to businesses. The entity operated solely in the amusements business until April 2014. At that time, Keystone Amusements LLC ceased operating as an amusements company and began operating a mini donut business similar to the franchise offered, under the brand name “Cinnamini Donuts”. In 2018, our owners rebranded the concept as “DonutNV” (and ceased using the brand name “Cinnamini Donuts”). Keystone Amusements LLC currently operates two DonutNV trailers based in Pottstown, Pennsylvania. DonutNV was originally based in Pottstown, Pennsylvania. We relocated to the Orlando, Florida metro area in 2021.

Item 2
BUSINESS EXPERIENCE

Kristen Seitz – Senior Vice President. Kristen Seitz has been a Senior Vice President of DonutNV in Orlando, FL since August 2024. From January 2023 to July 2024, Ms. Seitz served as Co-Founder, Senior Consultant of Recur Group LLC in Orlando, FL. From August 2005 to March 2022, Ms. Seitz served as the Global Chief of Operations for Vivaticket in Orlando, FL.

Juan Valdez – Director of Training and Brand Development. Juan Valdez has been a Coaching & Training Specialist of DonutNV in Orlando, FL since March 2024. From March 2020 to March 2024, Mr. Valdez served as Owner/Operator of Professional Home and Interior Solutions in Ocala, FL. From September 2017 to March 2020, Mr. Valdez served as the Director of Learning & Development for Factory Direct Enterprises in Edison, NJ.

Kevin McLenithan – Director of Franchise Development. Kevin has been the Director of Franchise Development at DonutNV since October 2025. Prior to that he worked at Revscale AI as the Vice President of Sales from December 2023 to October 2025, ClientUp as the Director of Partnerships from May 2023 to October 2023, Major League Football as the Head of Sales and Marketing/Investor Relations from April 2019 to September 2022.

Amanda Gingold – Co-Founder. Amanda Gingold has been a member of the Board of Directors of DonutNV in Orlando, FL (and previously Pottstown, PA) since February 2018.

Alex Gingold – Co-Founder. Alex Gingold has been a member of the Board of Directors of DonutNV in Orlando, FL (and previously Pottstown, PA) since February 2018.

Item 3
LITIGATION

Pending Franchisee Arbitration. On May 18, 2026, certain current and former franchisees, franchisee-affiliated entities, and related owners or guarantors filed an arbitration demand titled Crawford Sales & Marketing, LLC, et al. v. DonutNV Franchising, Inc., Alex Gingold, and Amanda Gingold, AAA Case No. 01-26-0001-7533, before the American Arbitration Association. The opposing parties are franchisees, former franchisees, franchisee-affiliated entities, and/or owners or guarantors of franchisee-affiliated entities. The demand alleges claims arising from the offer, sale, and operation of DonutNV franchises, including alleged disclosure, representation, training, support, operations, and damages issues. The claimants seek monetary and other relief. DonutNV denies liability and intends to defend the matter vigorously. The arbitration is pending.

Franchisor-Initiated Release and Contract Enforcement Actions. In May and June 2026, DonutNV filed related civil actions in the United States District Court for the Middle District of Florida, Ocala Division, and in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida, against certain franchisees, former franchisees, franchisee-affiliated entities, and related owners or guarantors who DonutNV contends are bound by releases, covenants not to sue, advancement obligations, stipulated-injunction provisions, arbitration provisions, individual-action requirements, class-waiver provisions, and other contractual restrictions.

The opposing parties are franchisees, former franchisees, franchisee-affiliated entities, and/or owners or guarantors of franchisee-affiliated entities. DonutNV seeks declaratory relief, injunctive relief, advancement or reimbursement of expenses, damages, attorneys' fees, and costs. These actions are pending, and no judgment has been entered. The federal actions are: DonutNV Franchising, Inc. v. Crawford Sales & Marketing LLC, James Crawford, and Estela Crawford, Case No. 5:26-cv-00369; DonutNV Franchising, Inc. v. Austenite 1250, LLC and Michael Sadler, Case No. 5:26-cv-00370; DonutNV Franchising, Inc. v. DAM Brothers LLC, Nicholas A. Fleming, and Elizabeth A. Fleming, Case No. 5:26-cv-00371; DonutNV Franchising, Inc. v. Dropping Donuts, LLC, Matthew Lee Hughey, and Tanya R. Hughey, Case No. 5:26-cv-00372; DonutNV Franchising, Inc. v. Eleven Nine LLC and Angela Hanson, Case No. 5:26-cv-00373; DonutNV Franchising, Inc. v. Garza Donuts LLC, Christian Garza, and Juanita Yazmin Garza, Case No. 5:26-cv-00374; DonutNV Franchising, Inc. v. Karly Thompson Ventures LLC, Karly Thompson, and Malcolm Thompson III, Case No. 5:26-cv-00375; DonutNV Franchising, Inc. v. LBC Donuts LLC, Daniel Cook, and Cindy Cook, Case No. 5:26-cv-00376; DonutNV Franchising, Inc. v. Lookout Mountain Enterprise, LLC, Doies Lee Alford III, and Kayla Alford, Case No. 5:26-cv-00377; DonutNV Franchising, Inc. v. Purple Circles Inc. and Matthew S. Furman, Case No. 5:26-cv-00378; DonutNV Franchising, Inc. v. RSP Ventures Inc. and Rebecca R. Pyles, Case No. 5:26-cv-00379; and DonutNV Franchising, Inc. v. Thompson Donuts, Inc., Zachary Thompson, and Michaela Thompson, Case No. 5:26-cv-00380. The state-court action is DonutNV Franchising, Inc. v. Concessions By J and K LLC, John JW Wayne McNeal, and Kimberly Sluss McNeal, Case No. 35-2026-CA-001300-AXXX-01, Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida.

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us a franchise fee of $59,500 for a territory with up to 100,000 people. If your territory is larger than 100,000 people, the fee will increase by $0.50 per person. In 2025, these fees ranged from $59,500 to $89,500 (for multiple territories). The franchise fee is not refundable.

We offer a $5,000 discount on your first territory to qualifying military veterans. The military discount is available to veterans who have received a discharge (other than dishonorable) as well as any active-duty personnel. If the franchisee is a corporation, limited liability company, or other legal entity, the veteran participant must have at least 51% ownership interest in the entity to qualify for this discount. To receive the discount, you must provide us a copy of form DD-214, reflecting your military status, before the Franchise Agreement is signed. This discount does not apply to additional territories purchased by a qualifying veteran, nor does it apply to the cost of your trailer or any other item purchased from us or our affiliates.

Trailer, Equipment, Signage, and Supplies

At your election, you will order either your DonutNV vehicle trailer (i.e., non-motorized vehicle trailer intended to be towed by your separately-provided tow vehicle and powered by a gas generator) outfitted with all equipment, signage, and substantially all supplies and inventory (such as donut machines, refrigerated beverage dispenser, mixer, juicer, hot beverage containers/ coffee urns, food containers, utensils, small wares, and proprietary donut mix) from our affiliate, Keystone Manufacturing LLC. The cost will be $114,650 to $124,650 for a trailer. (These costs are as of the date of this disclosure document, but we reserve the right to raise or lower these costs if there are changes in prices charged to our affiliate from suppliers and vendors.) If upfits are necessary for your trailer to comply with your local and state requirements the additional cost will range up to $20,000. See Exhibit J to this disclosure document for the mobile unit package. You must order your trailer (and sign a Purchase and Sale Agreement as shown in the form attached as Exhibit K) when you sign your franchise agreement or within 90 days thereafter. You will pay 50% of the cost of the trailer upon signing, with the balance due seven days prior to when the trailer is ready to be delivered to you. Neither payment is refundable.

Technology Setup and Marketing Package

You will pay us a $2,250 technology setup and marketing package fee upon signing the Franchise Agreement. We will provide you with an iPad tablet and certain software and services, as well as marketing postcards and business cards. This fee is not refundable.

Multi-Territory Development

If you sign a Development Rights Rider to the Franchise Agreement (or if you sign multiple Franchise Agreements at the same time), you will purchase multiple territories (of up to 100,000 people each) and commit to operating multiple DonutNV trailers on an agreed schedule. Your fees for multiple territories will be as follows:

Two Franchise Territories:	$89,500
Three Franchise Territories:	$119,500
Four Franchise Territories:	$149,000
Five Franchise Territories:	$178,000

If you buy three or four territories, you must start your business with at least two trailers. For each additional two territories you buy, you must start your business with an additional trailer. For example, if you buy five or six territories, you must start your business with three trailers. You will sign a separate Franchise Agreement for each trailer.

All fees are payable in full upon signing the Development Rights Rider. These fees are uniform and are not refundable.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	$750 per month per unit	The first day of each calendar month; provided, that if such day is not a business day, such payment shall be made on the next succeeding business day	A “unit” is your initial DonutNV trailer and any other trailer, or other unit for serving DonutNV products. See Notes 1, 2, and 3.
Brand Fund Contribution	Flat rate of $200 per month per unit	The first day of each calendar month; provided, that if such day is not a business day, such payment shall be made on the next succeeding business day	See Notes 1, 2, and 3.

Type of Fee	Amount	Due Date	Remarks
Credit Card Processing Fee	5% of all Royalty Fees, Brand Fund Contributions and other fees paid to us by credit card	As credit card payments are made to us	See Note 1.
Technology fee	Currently, $300 per month per unit	The first day of each calendar month; provided, that if such day is not a business day, such payment shall be made on the next succeeding business day	We reserve the right to charge a commercially reasonable fee for software and other technology products and services we provide. In exchange for the Technology Fee, we currently provide you with access to our proprietary system for managing event leads, DonutNV.com web management, one email address per open unit, access to the merchandise ordering portal, access to our online operations manual and training program, GPS tracking service per open unit and data service for your DonutNV iPad. The technology fee will not necessarily be a pass-through of our exact costs. We may add, remove, or alter the software or technology products or services that we provide. We may increase this fee after 30 days' prior notice. See Notes 1 and 2.
Breach of territory fee	$1,000 per violation.	Upon demand	Payable to us if you serve a customer or event inside the protected territory of another DonutNV operator. We may direct the funds at our option. Payable per day of violation.
Local advertising, marketing, and promotional expenditures	Minimum of $500 per month per unit	Yearly	Paid to third parties, not to us.
Renewal fee	25% of the then current franchise fee (but not less than $10,000)	Upon signing a successor franchise agreement	
Non-compliance fee	$250 per instance	On demand	We may charge you $250 for any aspect of your business which is not in compliance with our system specifications or the franchise agreement and you fail to correct

Type of Fee	Amount	Due Date	Remarks
			the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Fee for unauthorized social media	$1,000 per instance	On demand	Payable for any violation of Section 4.8 of the Franchise Agreement (Participation in Unauthorized Social Media Groups), including the creation or operation of any social media group, page, account, channel, or website that refers to, discusses, or uses the name, Marks, or brand of DonutNV (or any confusingly similar variation) without our prior written consent.
Fee for unauthorized posting of sale of franchised business	$500 per posting, per DonutNV webpage/social media platform	On demand	We may charge you $500 for each posting of the sale of your franchised business on your DonutNV webpage or our official social media platforms, without our prior written consent.
Late fee	$25 per day plus interest on the unpaid amount at a rate equal to 12% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest late fee and interest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Transfer fee	$10,000 (plus any broker and third-party fees incurred by us)	When transfer occurs	Payable upon the sale of your franchised business, including the territory & trailer, applicable per buyer. If only the trailer is sold and the territory is not transferred, a $5,000 trailer resale fee per buyer applies instead of the Transfer fee. If only the territory is sold and the trailer is either not transferred or the trailer is transferred in a separate transaction to a different buyer, a $5,000 territory resale fee applies per buyer instead of the Transfer fee. Trailer resale fee will additionally still apply if trailer is also transferred. If the territory is sold and remapped or modified, the change of territory fee of $3,000 per territory listed

Type of Fee	Amount	Due Date	Remarks
			below would also apply as well to each territory modified.
Change of territory fee	$3,000 per territory	On demand	You do not have the right to change your territory. If you request a change in territory, we may reject the request or approve it subject to conditions, including payment of this fee.
Testing or supplier approval fee	$150	Prior to testing	Payable if you request that we test a new product or supplier. We will refund this fee if we approve the product or supplier for use by the entire system.
Loss or Misappropriation of Manual	$750	On demand	Payable if you lose, give away, make unauthorized copies, fail to return or otherwise misappropriate all or some of our confidential Operations Manual.
Management fee	40% of gross sales plus our expenses	Monthly	We have the right to temporarily manage your business and charge this fee if (i) you die or become incapacitated, or (ii) you operate the business in a dangerous manner.
Additional initial training attendee fee	Currently, $500 per person for each person you send to initial training above the first two	Prior to attending training	If you choose to send more than two people to initial training, you will pay our then-current fee per person.
Additional training fee	Currently, $500 per day for training at our location; currently $1,000 per day plus our expenses for training at your location	Prior to attending training	If you send a manager or other employee to our training program after you open, we will charge our then-current fee. If we provide additional training or other in-person support to you in response to your request, we may charge our then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Optional fee for tow vehicle wrap design	$500	Prior to requesting assistance or approval	If you wish to wrap your tow vehicle, you will pay us a fee of $500 per ten-year term per vehicle for assistance with design and review for approval. You would be responsible for all design, print material, and installation costs of wrapping your tow vehicle.
Third party vendors	Pass-through of costs, plus	Varies	We have the right to require franchisees to use third-party vendors and suppliers that

Type of Fee	Amount	Due Date	Remarks
	administrative charge. Currently, none.		we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a markup or charge (not to exceed 20%) for administering the payment program.
Software subscription	Currently, $38 to $115 per month for QuickBooks	As required by software provider	We require you to use certain software as described in Item 11. You pay subscription fees directly to the software supplier, and not to us.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Costs of collection or enforcement	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us or otherwise enforcing your franchise agreement.
Customer satisfaction resolution	Our expenses	On demand	We may take any action we deem appropriate to resolve a customer complaint about your business to our satisfaction. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Safety and brand standards review	Currently $300 per annual inspection	When billed	We perform an annual food safety and brand standards review. This fee is currently $300 per annual inspection. We reserve the right to increase the fee, as long as it is commercially reasonable.
Special inspection fee	Currently $600, plus our out-of-pocket costs	On demand	Payable only if (a) we conduct an in-person evaluation and inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification, or (b) our evaluation and inspection identify a material non-compliance with our standards or any other default under the franchise agreement.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase

Type of Fee	Amount	Due Date	Remarks
	cost allocation, plus 10%		insurance for you), and you will owe our costs plus a 10% administrative fee.
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.
Liquidated Damages – Default and Termination of Franchise	**The greater of $50,000 or up** to 24 months of **rolling 12-month average of** Royalty Fees and Brand Fund Contributions	Upon termination of the Franchise Agreement due to your default, in a lump sum	If your Franchise Agreement is terminated due to your default, you must pay us the average monthly Royalty Fee and Brand Fund Contribution payable by you for the 12 months prior to your default multiplied by the lesser of 24 months or the number of months remaining in the term of your Franchise Agreement.

All fees are payable only to us (other than software subscription charges and local advertising, marketing, and promotional expenditures). All fees are imposed by us and collected by us (other than software subscription charges and local advertising, marketing, and promotional expenditures). All fees are non-refundable. We do not represent that all fees are uniform for all franchisees; we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives; therefore, there are currently no fees imposed on you by a cooperative.

Notes

1. The Royalty Fee, Brand Fund Contribution, and other fees are payable by ACH (or any other method we require). However, in the event we permit any payments to us by credit card, we will charge you a 5% processing fee on the dollar amount of any amounts so paid.

2. You will make your first payment of the Royalty Fee, Brand Fund Contribution, and the Technology Fee on the first day of the calendar month immediately after the calendar month in which you take delivery of your DonutNV unit; provided, that if such day is not a business day, such payment shall be made on the next succeeding business day. Thereafter, the Royalty Fee shall be due and payable on the first day of each calendar month; provided, that if such day is not a business day, such payment shall be made on the next succeeding business day.

3. We have the right to adjust the Royalty Fee, Brand Fund Contribution, and other fees on January 1 of each year to reflect annual inflation.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT– FRANCHISE AGREEMENT

Type of expenditure	Amount			Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 1)	$59,500	-	$59,500	Check or wire transfer	Upon signing the franchise agreement	Us
Technology Setup and Marketing Package	$2,250	-	$2,250	Check or wire transfer	Upon signing the franchise agreement	Us
Tow Vehicle (see Note 2)	$0	-	$3,000	Check	Upon leasing vehicle	Vehicle lessor
Vehicle Trailer, Equipment, and Supplies (see Note 3)	$114,650	-	$124,650	Check or wire transfer	Half upon placing order; half when trailer is ready for delivery	Our affiliate
State Specific Trailer Upfit (see Note 3)	$0	-	$20,000	Check or wire transfer	Upon placing order	Our affiliate
Delivery of Trailer (see Note 4)	$0	-	$6,000	Check	Upon placing order	Delivery company
Rent and Utility Deposits (see Note 5)	$0	-	$9,000	Check	Upon signing lease	Landlord; utility companies
Furniture	$0	-	$500	Cash, debit, and/or credit	As incurred	Vendors and suppliers
Computer and software	$30	-	$2,500	Check, debit, and/or credit	As incurred	Vendors and suppliers
Additional Opening Inventory	$100	-	$5,000	Check, debit, and/or credit	Upon ordering	Third-party providers; us
Insurance Deposits and Premiums (up to 12 months)	$5,000	-	$10,000	Check	Upon ordering	Insurance agency
Pre-opening travel expense to attend training (see Note 6)	$2,000	-	$5,000	Cash, debit, or credit	As incurred	Airlines, hotels, and restaurants
Market Introduction Program	$500	-	$500	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Professional Fees (lawyer, accountant, etc.)	$500 - $3,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Business Permits and Licenses	$50 - $1,500	Check	Upon application	Government
Printing, Stationery and Office Supplies	$0 - $500	Cash, debit, and/or credit	Upon purchase or order	Vendors and suppliers
Additional funds (for first 3 months) (see Note 7)	$5,000 - $20,000	Varies	Varies	Employees, suppliers
Total	$189,580 - $272,900			

YOUR ESTIMATED INITIAL INVESTMENT - DEVELOPMENT RIGHTS RIDER

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
First franchise (see table above)	$189,580 - $272,900			
Additional initial franchise fees for two additional territories (see Note 8 and Note 9)	$60,000 - $60,000	Check or wire transfer	Upon signing the Rider	Us
Second Unit - Technology Setup and Marketing Package	$2,250 - $2,250	Check or wire transfer	Upon signing the franchise agreement	Us
Second Unit - Tow Vehicle (see Note 2)	$0 - $3,000	Check	Upon leasing vehicle	Vehicle lessor
Second Unit - Vehicle Trailer, Equipment, and Supplies (see Note 3)	$114,650 - $124,650	Check or wire transfer	Half upon placing order; half when trailer is ready for delivery	Our affiliate
Second Unit - State Specific Trailer Upfit (see Note 3)	$0 - $20,000	Check or wire transfer	Upon placing order	Our affiliate
Delivery of Trailer (see Note 4)	$0 - $6,000	Check	Upon placing order	Delivery company

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Second Unit - Additional Opening Inventory	$100 - $5,000	Check, debit, and/or credit	Upon ordering	Third-party providers; us
Second Unit – Additional Insurance Costs	$2,500 - $5,000	Check	Upon ordering	Insurance agency
Second Unit – Additional Registrations and Licenses	$50 - $1,500	Check	Upon application	Government
Second Unit – Additional funds (for first 3 months) (see Note 7)	$5,000 - $20,000	Varies	Varies	Employees, suppliers
Total	$374,130 - $520,300			

<u>Notes</u>

1. If you lease a location, then your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. You must have a vehicle capable of hauling at least 7,000 pounds. It must be no more than seven years old, be in excellent (or better) condition, clean, dent-free, free of any branding or signage for other businesses, and otherwise presenting a professional appearance. The low-end estimate assumes you already have a personal vehicle for the business. The high-end assumes you lease a new vehicle, with certain fees and costs payable upon signing the lease. The estimate assumes you do not have signage or décor for your vehicle. If you wish to wrap your tow vehicle, you will pay a fee of $500 per ten-year term per vehicle to us for assistance with design and review for approval. You would be responsible for all design, print material, and installation costs of wrapping your tow vehicle.

If you operate a second DonutNV trailer, you will likely need a second tow vehicle. However, if you park one of your trailers at a semi-permanent location, you may not need a second tow vehicle.

3. This is the cost to purchase the customized DonutNV vehicle trailer, signage, equipment, and supplies. This fee includes all costs payable to us for uplifting the vehicle required to operate your franchised business. The cost assumes that the standard setup meets all local codes and permitting requirements. We are not responsible for ensuring the trailer will meet all local codes and permitting requirements. If you inform us that upfitting is necessary to meet local codes and permitting requirements, we will perform that work for the cost described in this table.

4. The cost of transporting your DonutNV trailer from the manufacturer to your location is not included in the purchase price. The low-end estimate assumes you pick up the trailer

personally. The cost that a transport company would charge will depend on distance in the continental United States from our affiliate's location in Florida, and other factors.

5. In many jurisdictions, you will be required by law to have access to a commissary or commercial kitchen that services other mobile food businesses. You will need at least 100 square feet of dry, secure storage. The high-end estimate includes a security deposit and up to two months of charges for a commissary or kitchen and storage space. The business does not require a publicly accessible office, so you may conduct the administrative functions from a home office if local laws allow. We estimate construction, leasehold improvements, and fixtures at zero with the expectation that you will manage the business from your home or from a small office.

6. This estimate is your out-of-pocket travel and living costs for 1 or 2 people to attend our training program in Clermont, Florida. There is no fee for up to two people to attend training. If you send additional people to our initial training program, you must pay us $500 per additional person. You must pay the travel and living expenses of people attending training.

7. This includes any other required expenses you will incur before operations begin and during the initial 3-month period of operations, such as payroll, additional inventory, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. It does not include any debt service costs your business may have. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of DonutNV businesses (previously known as Cinnamini Donuts) by our affiliate and franchisees, the most recent cost of our standard trailer package, and our general knowledge of the industry.

8. This estimate assumes you sign a Development Rights Rider for two additional franchise territories. The franchise fee for your first unit is counted in the "Estimated Initial Investment – Franchise Agreement" table. You will pay all franchise fees upon signing the Development Rights Rider.

9. If you purchase three franchise territories, you must start your business with at least two trailers.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications. You must comply with any changes we make in the future to these requirements.

Specific Obligations

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

A. Trailer Package. At your election, you will purchase your DonutNV vehicle trailer together with all equipment, signage, and substantially all initial supplies and inventory (such as donut machines, refrigerated beverage dispenser, mixer, juicer, hot beverage containers/ Coffee Urns, food containers, utensils, small wares, and initial supplies) from our affiliate Keystone Manufacturing LLC. At least once every five years you must rewrap your trailer to our then-current design, at your expense.

B. Donut Machines. Our affiliate Keystone Manufacturing LLC is the sole supplier of the required donut machines after your initial package. A donut machine will last approximately two to three years under normal use. Donut machines include a 2-year manufacturer's warranty for manufacturer defects of parts that may require repair from normal use. Negligence, failure to maintain equipment, physical damage, and other acts of carelessness or neglect void this warranty and will require you to purchase replacement equipment at your expense.

C. Inventory. All mixes, sugar toppings, and other food items and paper products must be purchased according to our specifications and only from approved suppliers. Currently, we are the only approved supplier for these items. Approved suppliers for other items are listed in our Operations Manual. We reserve the right to change suppliers at our discretion.

D. Items Bearing "DonutNV" Logo. You must purchase items bearing our logo and trademarks only from approved suppliers, who are listed in our Operations Manual.

E. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual. Our current requirements are (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit; (ii) Business Automobile Liability Insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000; (iii) Employer Practices Insurance in an amount of not less than $1,000,000; (iv) Workers Compensation coverage as required by state law, but in no event less than $1,000,000; and (v) Business Interruption Insurance (with a maximum deduction of $3,000) for a minimum of 90 days. Your policies (other than Workers Compensation) must list us and our affiliates as additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

F. Computer software and hardware. You must purchase and use the computer software and hardware that we specify. See Item 11 for more details.

G. Vehicle. If you elect to purchase a vehicle trailer, you must have a vehicle capable of hauling at least 7,000 pounds. It must be no more than seven years old, be in excellent (or better) condition, clean, dent-free, free of any branding or signage for other businesses, and otherwise presenting a professional appearance.

Us or our Affiliates as Supplier

Our affiliate Keystone Manufacturing LLC is the sole supplier of the initial DonutNV mobile unit package. Keystone Manufacturing LLC is also the sole supplier of future or replacement donut machines you may purchase. We reserve the right for us or an affiliate to be supplier of other items. We and our affiliate have the right to earn a profit from any product or service that we or our affiliate supplies to you.

Ownership of Suppliers

Other than Keystone Manufacturing LLC, none of our owners or officers owns an interest in any supplier to our franchisees.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. If you request that we review or approve an alternate supplier or product, you must pay us $150 (which will be refunded to you if we approve the alternate supplier or product for our whole system). We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after evaluating the intended changes. We may also conduct limited market testing in one or more units.

Revenue to Us and Our Affiliates

We and our affiliate will derive revenue from the required purchase of trailers and other items as described in this Item. In 2025, our affiliate, Keystone Manufacturing LLC, received $1,223,672.10 from the sale of required products and services to franchisees. In 2025, we received $919,336.45 from the sale of required products and services to franchisees which was 18.39% of our total revenues of $4,999,598.00.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 85% to 95% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 20% to 40% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

If you use our recommended payroll provider (ADP), they will pay us 20% of the fees received for two years. This payment is subject to change.

Franchisees have the option to utilize Octave Marketing Agency ("Octave") for add-on marketing services for their franchised business, for which franchisees pay Octave directly. In the event you elect to use Octave for these services, we receive a rebate from Octave. The amount of the rebate varies based on the package selected by you but typically ranges between $40-$45 per month.

We have the right to receive other payments from any designated suppliers based on purchases by you or other franchisees.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We negotiate purchase arrangements with suppliers for certain items. We do not guarantee that you will receive any particular price terms or conditions.

Benefits Provided to You for Purchases

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

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§ 6.1	Item 11
b. Pre-opening purchase/leases	§§ 6.2	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.2, 6.3, 7.6	Items 5, 6, 8 and 11
e. Opening	§§ 6.4, 6.5	Items 7, 8 and 11
f. Fees	Article 4, §§ 5.1, 5.3, 7.8, 10.5, 11.2, 11.3, 11.13, 15.2, 16.1, 17.6	Items 5, 6 and 7

Obligation	Section in agreement	Disclosure document item
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.9 – 7.13, 7.15, 9.1, 10.1, 10.4, 10.6, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12, § 13.1, § 15.8	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 7.7, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	§ 2.2	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 7.12, 7.13. 15.2	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§§ 2.4, 7.5	Item 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6, 10 and 17
u. Renewal	§§ 3.2, 18.11	Item 17
v. Post-termination obligations	Article 13, §§ 14.3, 14.4	Item 17
w. Non-competition covenants	§ 13.2	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

Item 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations. However, the franchise agreement restricts your ability to grant liens or security interests affecting your trailer or other branded assets, and requires de-identification of the unit before any repossession, surrender, sale, or other transfer of possession or control to a third party.

Item 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We anticipate that you will manage your business from your home (if permitted by local law) or from a small office setting. Therefore, we do not own your site and we do not assist you in (i) locating your business headquarters and negotiating the purchase or lease of the headquarters, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises.

B. *Hiring and training employees*. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5)

C. *Vehicle trailer, equipment, signage, and supplies.* Our affiliate Keystone Manufacturing, LLC will sell to you the DonutNV vehicle trailer outfitted with all equipment, signage, and substantially all supplies and inventory (such as donut machines, refrigerated beverage dispenser, mixer, juicer, hot beverage containers/Coffee Urns, food containers, utensils, small wares, initial supplies) needed to operate the unit (Section 5.2). We do not deliver the unit to you, although we can assist in coordinating delivery by a third party. We will provide an iPad tablet to you (loaded with certain software and services), an A-frame sign, marketing postcards, and business cards, for which you will pay our technology setup and marketing package fee. (Section 5.2)

D. *Operations Manual*. We will give you access (as a loan) to our proprietary and confidential Operations Manual (Section 5.1).

E. *Initial Training Program.* We will conduct our initial training program. (Section 5.2). The current initial training program is described below.

F. *Business plan review*. If you request, we will review your pre-opening business plan and financial projections. (Section 5.2).

G. *Market introduction plan*. We will advise you regarding the planning and execution of your market introduction plan. (Section 5.2).

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is three to nine months. Factors that may affect the time period include your ability to obtain financing, obtain business permits and licenses, obtain your unit and equipment from our affiliates, or vehicle dealerships, schedule initial training, and hire employees.

Our Post-Opening Obligations

After you open your business:

A. *Hiring and training employees*. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5)

B. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $1,000 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.3).

C. *Establishing prices*. Upon your request, we will provide recommended prices for products and services. (Section 5.3). For regional or national accounts (including accounts which we expect to be served by multiple franchisees), we reserve the right to set pricing. Otherwise, you retain the discretion to determine prices you charge.

D. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* To the extent we determine, we will provide you our certain recommended procedures for administration, bookkeeping, accounting, and/or inventory control, to the extent we believe appropriate. (Section 5.3). We may make any such procedures part of required (and not merely recommended) procedures for our system.

E. *Brand Fund*. We will administer the Brand Fund (Section 5.3). We will prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon written request (Section 9.3).

F. *Website*. We will maintain a website for the DonutNV brand, which will include your business location or territory, and a method for contacting you. (Section 5.3)

G. *Food Safety and Brands Standards Review*. We will conduct a food safety and brand standards review at least once per year. The fee is currently $300 per annual review. We reserve the right to increase the fee, as long as it is commercially reasonable.

<u>Advertising</u>

Our obligation. We will use the Brand Fund for marketing and related purposes and costs. This may include defense costs and all other expenses reasonably necessary to protect the brand and related marks. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which will be paid for by the Brand Fund). We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you. We have the right to establish and control all social media accounts and other digital marketing.

Advertising council. We do not have an advertising council composed of franchisees at this time. The franchise agreement gives us the power to form an advertising council.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We do not have the right to require you to participate in a local or regional advertising cooperative.

Brand Fund. You and all other franchisees must contribute to our Brand Fund. Your contribution is $200 per month per unit. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we or our affiliates own are not obligated to contribute to the Brand Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

In 2025, we used the funds for advertising and marketing of the DonutNV system, and spent 43% on production, 11% on media placement, 6% on lead generation, 36% on technology systems and 4% on seasonal product campaigns.

If less than all Brand Funds are spent in the fiscal year in which they accrue, the money will remain in the Brand Fund to be spent in the next year.

No money from the Brand Fund is spent principally to solicit new franchise sales.

Market introduction plan. You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business. We estimate you will spend approximately $500 on introductory marketing.

Required spending. After you open, you must spend at least $500 per month per unit on marketing your business. This amount is only a minimum requirement, and we do not represent that it is the optimal amount of money for to you spend on marketing.

Computer Systems

We require you to use Square as your payment processor and as your point-of-sale system. Square is a cloud-based system that provides functions such as managing sales and credit card processing. You have an option to utilize Flash Order in conjunction with Square at an additional cost of $0.35 per transaction paid directly to Flash Order in conjunction with Square. Flash is a cloud-based system that provides functions for processing customer orders and tracking product reports. These systems will generate or store data such as sales, refunds, and payments for purchases.

We require you to use QuickBooks Online bookkeeping software. QuickBooks is cloud-based system that provides functions such as bookkeeping, report generation, receipt tracking, and more. This system will sync with the Square system and also record information regarding expenses and liabilities.

We require you to use Cover Panda franchise operating system. Cover Panda is a cloud-based system that provides functions for royalty collection and financial reporting. You are required to connect your QuickBooks and Square accounts to Cover Panda to provide ongoing visibility into the performance of your business. There is no additional cost for Cover Panda.

You will need a desktop or laptop computer with typical office productivity systems (spreadsheets, word processing, etc.). If you already have a suitable computer, we do not require you to purchase a new one for your business.

Your point-of-sale system is included in the equipment package described in Exhibit J. You must use QuickBooks for accounting and financial management.

We estimate that these systems will cost between $25 and $1,000 to purchase (the low-end one assumes you already possess a suitable computer). Square is free for the POS system and the register is included in the equipment package we sell to you; Square charges fees for credit card processing (fees vary with volume and other factors including monthly subscription selected ranging from $0-$149 per month, but generally will be about $.15-$.30 per swipe, plus 2.4% – 3.3% of sales). QuickBooks range from $38 to $115 per month.

You will pay us a technology fee (currently $300 per month). In exchange for the Technology Fee, we currently provide you with access to our proprietary system for managing event leads, DonutNV.com web management, one email address per open unit and territory, access to the merchandise ordering portal, access to our online operations manual and training program, and cellular and data service for your DonutNV iPad. The technology fee will not necessarily be a pass-through of our exact costs. We may add, remove, or alter the software or technology products or services that we provide. We may increase this fee after 30 days' prior notice.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you to enter into any such contract with a third party (except that QuickBooks may be purchased as a monthly subscription service).

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

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $300 to $1,200.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Operations Manual

See Exhibit E for the table of contents of our Operations Manual as of the date of this disclosure document, with the number of pages devoted to each subject. There are 152 total pages in the Operations Manual.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction and History of DonutNV, Importance of Confidentiality and the Brand	1	0	Clermont, FL
Marketing and Establishing, Private and Corporate Events	2	0	Clermont, FL
Official Products and Beverages Available	1	0	Clermont, FL
Maintaining the Truck, Vehicles and Equipment	0	12	Clermont, FL
Inventory Management Policies and Ordering Supplies	1	1	Clermont, FL
Daily Operations	1	11	Clermont, FL
Safe Food Handling	1	1	Clermont, FL
The Customer Relationship	1	1	Clermont, FL
Personnel – Finding your Team, Establishing Policies, Staffing and Scheduling	1	1	Clermont, FL
POS, Banking Procedures, Cash Management, Royalty Reporting & Franchisee Obligations	1	1	Clermont, FL
Safety and Security	1	0	Clermont, FL
Grand Opening	1	0	Clermont, FL
TOTALS:	12	28	

Training classes will be scheduled in accordance with the needs of new franchisees. We plan to offer the initial training program 6 times a year approximately every eight weeks. Training will be held in Clermont, Florida. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

We typically schedule your training after you have paid your initial 50% deposit on your trailer and your trailer has gone into manufacturing.

The instructional materials consist of the Operations Manual, video, hands-on and visual instruction methods.

Juan Valdez is our director of training and brand development. He has 20 years of experience in the training and learning and development industries, and two year of experience with DonutNV. Amanda Gingold oversees training operations and has 12 years of experience with DonutNV and prior affiliates.

There is no fee for up to two people to attend training. If you send additional people to our initial training program, you must pay us $500 per additional person. You must pay the travel and living expenses of people attending training.

You must attend training. You may send any additional persons to training that you want. We will perform a final assessment of your capabilities following training. This will gauge your capabilities required to fulfill the obligations of the franchise agreement. If we approve, you will be authorized to commence operations. If we do not approve, we may outline additional training or conditions in order to satisfactorily complete the pre-opening training obligations. You must complete training to our satisfaction at least two weeks before opening your business.

We do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12
TERRITORY

Your Location

We anticipate that you will manage your DonutNV business from your home or from a small office setting. Your primary office must be located in your territory or within a reasonable driving distance, unless we agree otherwise. Your mobile unit may be stored at a commercial or residential location (subject to local laws). You must also have at least 100 square feet of dry, secure storage.

Grant of Territory

Your franchise agreement will specify a territory, which will have a population of up to 100,000 people. The boundaries of your territory will typically be specified by zip codes, but we may define your boundaries by territory boundaries that may be affected by natural boundaries or other limits that we mutually agree with you.

If you purchase multiple territories (which are usually contained in a Development Rights Rider and/or in multiple franchise agreements), you can operate your DonutNV trailer(s) in all your territories. However, if you do not meet the schedule contained in your Development Rights Rider or if one of your franchise agreements is terminated for any reason, you would lose your rights to those additional territories.

Although you cannot actively market or solicit for events outside your territory at which to operate your trailer, you are permitted to use your trailer for events outside of your territory if the area is not reserved for another franchisee. However, you cannot derive more than 10% of your sales from outside of your territory. If you do so, we may require you to either purchase that territory (by signing a new franchise agreement and acquiring a new DonutNV trailer) or cease such activity.

We have the right to designate (in the Manual or otherwise in writing) types of venues, locations, and events at which you are not permitted to provide services.

Relocation; Establishment of Additional Outlets

You may relocate your business headquarters anywhere in your territory, at no charge. If you desire to change your territory, you must obtain our prior approval and satisfy any conditions we impose, including payment of a $3,000 fee per territory.

You may establish additional mobile units in your territory if you are not in default of your agreement, if you have not committed a default in the prior 12 months, and if you have our approval (which will not be unreasonably withheld). You must execute a separate new Franchise Agreement for each additional mobile unit, after compliance with all disclosure and other legal obligations (unless, at our option, we amend your existing Franchise Agreement to permit an additional unit under the same Franchise Agreement). You would not pay an additional initial franchise fee for the additional Unit, but you would pay all other fees for the additional Unit as specified in the new Franchise Agreement or amendment.

If you dedicate your mobile unit to serving a single location for more than 15 out of 30 calendar days, we may require you to purchase an additional mobile unit in order to serve other venues in your territory. You must execute a separate new Franchise Agreement (or amendment, at our option) for the additional mobile unit, after compliance with all disclosure and other legal obligations. You would not pay an additional initial franchise fee for the additional unit, but you would pay all other fees for the additional Unit as specified in the new Franchise Agreement.

If you sign a Development Rights Rider (in the form attached as Exhibit C to this disclosure document) to your franchise agreement, then you will have additional specified territories and you will agree to operate additional mobile units, on an agreed schedule. Under the Development Rights Rider, your right to operate the additional units is subject to the following: (1) you must comply with the mutually agreed development schedule, and (2) you must not be in default under any other agreement with us. You will need to purchase our then-current standard DonutNV trailer package, at the then-current price. For each future trailer, you must sign our then-current form of Franchise Agreement, which will be modified so that you will pay same royalty fees and brand fund contribution as your first franchise agreement (but otherwise may be different than the original Franchise Agreement that you signed). You are not obligated to develop additional territories under the Development Rights Rider, and you may terminate it any time without penalty. If you do not meet your development schedule in the Development Rights Rider, we may reduce, alter, or eliminate any one or more of your territories.

If you buy three or four territories, you must start your business with at least two Franchise Agreements and two trailers (instead of one). For each additional two territories you buy after the first three, you must start with an additional Franchise Agreement and trailer.

So long as you comply with your Development Schedule, you may operate your trailer(s) in any of the territories described in the Development Schedule.

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Protected Territory

In your territory, we will not operate a DonutNV mobile business, nor license or franchise another party to establish a DonutNV mobile business.

However, we do not grant an exclusive territory. We reserve the right to operate (or license others to operate) fixed retail locations of "DonutNV" anywhere including your territory. We also reserve the right to temporarily operate (or grant other franchisees the right to temporarily operate) in your territory as described below.

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.

We may serve (or authorize other franchisees to serve) customers and events in your territory if you are in default, or if you are incapable of meeting customer demand in your territory.

If we inform you of an event opportunity within your protected territory and you do not accept the event within 24 hours, we or another franchisee can service the event.

If an event spans the territories of multiple franchisees, we will determine the process for deciding which franchisee will control and service the event.

We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use.

In the circumstances where the franchise agreement does not prohibit us from soliciting or accepting business from inside your territory, we do not pay any compensation to you.

Soliciting by You Outside Your Territory

You cannot solicit or market outside of your territory for potential customers, events, or venues.

Competition by Us Under Different Trademarks

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

Item 13
TRADEMARKS

Principal Trademarks

The following are the principal trademarks that we license to you. These trademarks are owned by our affiliate, Keystone Amusements IP Holdings, LLC. They are registered on the Principal Register of the United States Patent and Trademark Office. Because the federal trademark registrations are less than six years old, no affidavits are required at this time and no required affidavits have been filed. The registrations have not yet been renewed.

Trademark	Registration Date	Registration Number
DonutNV	June 19, 2018	5498750
	July 9, 2019	5797203
Make your next party sweet!	January 3, 2023	6941068
Watch the Donuts	September 26, 2023	7173158

Determinations

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

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

Keystone Amusements IP Holdings, LLC, our affiliate, owns the trademarks described in this Item. Under an Intercompany License Agreement between us and Keystone Amusements IP Holdings, LLC, we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States. The agreement is of perpetual duration. It may be modified only by mutual consent of the parties. It may be canceled by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of more than one year. The Intercompany License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

Your right to use the principal trademarks is limited to operation of the franchised business in compliance with the franchise agreement. You do not acquire any ownership or transferable right in the principal trademarks because they appear on your trailer, unit, or other assets. The franchise agreement prohibits you from permitting any lender, lessor, secured party, repossession agent, auctioneer, purchaser, or other third party to advertise, display, market, sell, lease, transfer, or otherwise dispose of a trailer, unit, or other asset bearing the principal trademarks unless the principal trademarks, logos, signage, and trade dress first have been removed or permanently covered to our satisfaction.

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third-party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to replace, modify or discontinue using a trademark, at your expense. You will have a reasonable period of time to comply with the change, not to exceed 90 days. After such period, you would no longer have the right to use the unmodified or discontinued trademark. Your rights under the franchise agreement do not change, other than the modification or discontinuation of the trademark.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Operations Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Operations Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, recipes, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

All customer data and point-of-sale data generated by your business is confidential information and is exclusively owned by us. We license such data back to you without charge solely for your use in connection with your DonutNV business.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Operations Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

You must disclose to us all ideas, plans, improvements, concepts, methods, and techniques relating to your DonutNV business that you conceive or develop. We will automatically own all such innovations, and we will have the right to incorporate any innovations into our system for use by all franchisees, without any compensation to you.

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

Your Participation

You are required to participate personally in the direct operation of your business and must devote substantial time and attention to the business.

If you are the sole owner of the business, then you are deemed the “Principal Executive”. If the business has multiple owners, you must designate one owner as your “Principal Executive”. The Principal Executive is the owner primarily responsible for the business and has decision-making authority on behalf of the business. The Principal Executive must own at least 50% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone and video conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 2 to Exhibit B). We do not require owners' spouses to sign a personal guaranty unless the spouse is also an owner.

"On-Premises" Supervision

When you initially start your DonutNV business, you must personally work at the first 25 events your trailer participates in. If you desire to have less personal involvement, you should inform us before you sign your franchise agreement and obtain our approval of your plan to manage the business.

After this initial period, you may delegate daily operations to a general manager who has completed our training program. There is no limit on who you can hire as an on-premises supervisor. However, we recommend you continue to conduct or supervise events personally.

If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager (and other key employees that we reasonably designate) sign a confidentiality and non-compete agreement. We will not require you to enter into a confidentiality and non-compete agreement that violates applicable state law. We do not require you to place any other restrictions on your manager.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

You can sell DonutNV products only from your trailer. You can make sales via third-party delivery platforms such as DoorDash, Grubhub, and Uber Eats. You cannot make sales by any other means (including sales via the internet or by shipping products to customers).

You will primarily serve customers and events only in your territory. If you derive more than 10% of sales from outside your territory, we may require you to either purchase that territory (by signing a new franchise agreement and acquiring a new DonutNV trailer) or cease such activity. You cannot serve customers in the territory of another DonutNV business.

Our Operations Manual contains a list of venues that we do not permit you to serve, based on what we deem appropriate for the DonutNV brand.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	§ 3.1	10 years from first Tuesday following the calendar month in which you take delivery of your DonutNV unit.
b. Renewal or extension of the term	§ 3.2	You may obtain a successor franchise agreement for one additional 10-year term.
c. Requirements for franchisee to renew or extend	§§ 3.2, 18.11	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional 10-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; conform your business to then-current standards for new franchisees; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law), and pay renewal fee.
d. Termination by franchisee	§ 14.1	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 90 days after notice from you.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§ 14.2	We may terminate your franchise agreement for cause, subject to any applicable notice and cure opportunity. If you sign a Development Rights Rider, termination of your development rights does not

Provision	Section in franchise or other agreement	Summary
		give us the right to terminate your franchise agreement. However, if your franchise agreement is terminated, your Development Rights Rider will also be terminated.
g. "Cause" defined--curable defaults	§ 14.2	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure); operate in a manner dangerous to health or safety (48 hours to cure).
h. "Cause" defined--non-curable defaults	§ 14.2	Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; fail to open by specified deadline; violation of law; violation of confidentiality; violation of trademark protection, de-identification, or transfer restrictions; violation of non-compete; violation of ethics and values; violation of transfer restrictions; slander or libel of us; refusal to cooperate with an audit or business evaluation; cease operation for more than 30 days or indicate decision to close; lose possession of the unit; three defaults in 12 months or two of the same default in 12 months; cross-termination; charge or conviction of, or plea to, a felony; commit or be accused of an act that is morally offensive, contrary to our values, or attracts significant negative attention to our brand; any other breach of franchise agreement which by its nature cannot be cured.
i. Franchisee's obligations on termination/non-renewal	§§ 14.3 – 14.6	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification from the unit within 30 days after termination or expiration and, in all events, before any repossession, surrender, sale, or other transfer of possession or control to a third party; we may remove, disable, or cover the marks at your expense if you do not do so; purchase option by us.
j. Assignment of contract by franchisor	§ 15.1	Unlimited
k. "Transfer" by franchisee - defined	Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions,

Provision	Section in franchise or other agreement	Summary
		(i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	§ 15.2	No transfers without our approval. This restriction includes financing, leasing, or granting security interests affecting your trailer or other branded assets if possession or control could pass to a third party.
m. Conditions for franchisor's approval of transfer	§ 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and guaranty; you've made all payments to us and are in compliance with the franchise agreement; buyer completes training program; you sign a general release (subject to state law); business complies with then-current system specifications; and we may require financing, lease, and security documents affecting the unit or other branded assets to protect the marks and require de-identification before any repossession, surrender, sale, or other disposition to a third party.
n. Franchisor's right of first refusal to acquire franchisee's business	§ 15.5	If you want to transfer your business (other than to your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	§ 14.6	When your franchise agreement expires or is terminated, we will have the right to purchase any or all of the assets of your DonutNV business.
p. Death or disability of franchisee	§§ 2.4, 15.4	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within 180 days. We have the right to temporarily operate the business if you die or become incapacitated.
q. Non-competition covenants during the term of the franchise	§ 13.2	Neither you, any owner of the business, nor any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, or be employed by, any competitor.

Provision	Section in franchise or other agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	§ 13.2	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor operating within 25 miles of your former territory or of the territory of any other DonutNV business operating on the date of termination or expiration.
s. Modification of the agreement	§ 18.4	No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	§ 18.3	Only the terms of the franchise agreement and other written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	§§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, Clermont, Florida) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 18.8	Florida (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.

The following information shows past financial performance and is not a projection of future performance.

Table 1: Adjusted Net Profit Statement for 2025 – Two Company Units

The following table shows certain sales and expense information for the two DonutNV trailers operated by our affiliate in 2025.

	2025	**% of Total Revenue**
Sales		
Event Revenue	$296,660.66	92%
Gratuities	$2,539.54	1%
Travel Fee	$9,650.00	3%
Service Charge Fee	$13,149.75	4%
Total Revenue	$321,999.95	100.00%
Franchise Fees		
Brand Fund	$4,800.00	1.5%
Royalty	$18,000.00	5.6%
Tech Fee	$7,200.00	2.2%
Total Franchise Fees	**$30,000.00**	**9.3%**
Gross Sales	**$291,999.95**	**90.7%**

Table 2: Events Conducted in 2025 – Two Company Units

The following table shows the number of events conducted by the affiliate-operated outlets in 2025, and sales per event.

Number of Events	**164**
Average Sales Per Event	$1,808.91
# (%) Above Average	62 (37.8%)
Median Sales Per Event	$1,267
Lowest Sales Event	$188
Highest Sales Event	$5,500

Notes to Tables 1 and 2:

1. There were two DonutNV outlets operated by our affiliate during 2025.

2. The following material financial and operational characteristics of the business described in Table 1 may reasonably be anticipated to differ materially from future franchise outlets: The outlets operate in Pennsylvania. They began operating under the "DonutNV" brand name in 2018. These outlets are primarily operated by a manager (rather than being owner-operated). They do not have a specific territorial boundary. They do not have any expense associated with a commissary (whereas your state or local laws may require you to have access to a commercial kitchen commissary).

3. In Table 1 and Table 2, "Sales" means total of all revenue in a period, not including discounts, taxes, voids, or refunds. It includes travel fees, service charge fees, and gratuities (other than gratuities paid in cash).

4. "Gross Sales" is Total Revenue minus Total Franchise Fees.

5. "Total Franchise Fees" are the Royalty Fee, Brand Fund Contribution, and Technology Fee that the business would have paid if it had signed the form of franchise agreement attached to this disclosure document and was in its first year of operation (reflecting a Royalty Fee of $750 per month).

Table 3A: Sales By Franchisees in 2025 – Full year

This table shows sales information by DonutNV franchisees who reported sales information to us and who had at least 1 outlet open and operational for the full year in 2025.

Franchisee/Unit(1)	Sales(2)
#1***	$1,170,757.06
#2**	$415,584.93
#3*	$398,165.16
#4	$392,191.45
#5**	$355,048.00
#6**	$340,907.35
#7	$318,593.00
#8	$308,016.33
#9	$306,518.00
#10	$267,032.68
#11**	$256,372.53
#12	$226,017.35
#13	$224,888.84
#14*	$215,310.00
#15	$209,976.00
#16	$203,725.00

#17	$195,424.19
#18	$189,889.40
#19	$180,300.56
#20	$162,722.00
#21	$159,315.00
#22	$157,825.07
#23	$156,514.00
#24	$153,946.16
#25	$153,857.42
#26	$145,541.83
#27	$145,219.00
#28	$143,133.36
#29	$143,103.99
#30	$142,239.62
#31	$140,520.00
#32	$123,360.00
#33	$117,830.00
#34	$117,000.47
#35	$114,998.08
#36	$112,147.00
#37	$109,025.00
#38	$108,637.32
#39	$105,680.00
#40	$103,048.00
#41	$101,813.40
#42	$98,281.73
#43	$96,675.00
#44*	$96,651.36
#45	$91,872.86
#46	$88,837.99
#47	$88,720.00
#48	$88,194.00
#49	$84,322.00
#50	$78,632.00
#51	$76,729.74
#52	$70,005.75
#53	$63,900.00

#54	$61,959.85
#55	$60,648.00
#56	$50,623.97
#57	$50,401.03
#58	$50,061.30
#59	$48,509.00
#60	$48,459.48
#61	$48,458.00
#62	$47,387.72
#63	$46,180.69
#64	$44,410.00
#65	$41,590.00
#66	$39,095.00
#67	$30,550.00

Notes to Table 3A:

1. In 2025, there were 67 DonutNV Franchisees who reported sales information to us in 2025 and who operated at least one outlet for one full year.

2. "Sales" means total of all sales in a period as reported to us by the franchisees.

3. We have excluded the results of Franchisees who did not report sales, were not open for a full year, and who were operating below brand standards.

* This Franchisee had two (2) Franchised Business's operational for one full year in 2025.

** This Franchisee had three (3) Franchised Business's operational for one full year.

*** This Franchisee had four (4) Franchised Business's operational for one full year.

Table 4A: Franchise Product Cost

The table represents the costs of essential products required for franchisees to operate their business as of the Issuance date of this Franchise Disclosure Document.

Product	**Price**	**Quantity/Optimal Output**
Donut Mix (2 x 20 lb. bags per order - 40 lb. total)	$106.50	2,300 donuts
Donut Mix Pallet (Pallet order - 100 x 20 lb. bags per skid)	$4,300.00	115,000 donuts

Donut Bags - Case	$290.00	4000/case
Donut Boxes - Case	$232.00	400/case
Donut Buckets - Case	$247.00	160/case
Paper Cups with Lids - 16 oz	$145.00	1000/case
Plastic Cups with Lids - 16 oz	$225.00	1000/case
Plastic Cups with Lids - 32 oz	$172.50	500/case
Hot Cups with Lids - 12 oz	$108.50	500/case
NVous Morsel Toppings – Single 4 lb. Bag	$11.00 - $33.50	32 servings/bag
NVous Morsel Toppings – 24 4 lb. Bags	$279.00 - $747.72	768 servings/24 bags
NVous Morsel Toppings – 25 lb. bucket	$178.00 - $187.00	200 servings/bucket
NVous Morsel Toppings – 25 lb. bag	$173.50 - $182.50	160 servings/bag

Notes to Table 4A:

(1) Prices listed are current as of FDD issuance and are subject to change. Shipping costs are not included in the above table.

(2) DonutNV offers a subscribe and save program with additional discounts when purchasing for multiple months at checkout. These discounts vary by product and currently range from 2%-7% based on quantity ordered and delivery frequency chosen. Savings percentages are subject to change.

(3) Products listed above are core proprietary product required for operations. Additional products are needed for production including but not limited to water, ice, fresh produce, sugar, straws and napkins.

Table 4B: Suggested Retail Price of Franchise Products

Suggested Retail	**Suggested Price**
Small Bag of 6-7 Mini Donuts	$5.00 - $10.00
Large Bag of 12-13 Mini Donuts	$7.00 - $12.00
Box of 24 Mini Donuts	$15.00 - $25.00

Bucket of 40 Mini Donuts	$20.00 - $45.00
Fresh Squeezed Lemonade – 16 oz	$4.00 - $9.00
Fresh Squeezed Lemonade – 32 oz	$5.00 - $10.00

Notes to Table 4B:

(1) The suggested retail prices of retail products represent the price Franchisees charged for our products during operation of their Franchised Business in 2025.

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

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

Other than the preceding financial performance representation, DonutNV Franchising Inc. does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kristen Seitz, 431 Citrus Tower Blvd, Suite 103, Clermont, FL, 34711 and DonutNV, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2023 to 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	16	98	+82
	2024	98	142	+44
	2025	142	141	-1
Company-Owned	2023	1	1	0
	2024	1	2	+1
	2025	2	3	+1

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Total Outlets	2023	17	99	+82
	2024	99	144	+45
	2025	144	144	0

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

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Arizona	2023	0
	2024	0
	2025	1
Colorado	2023	0
	2024	0
	2025	1
Connecticut	2023	0
	2024	0
	2025	0
Florida	2023	0
	2024	8
	2025	1
Georgia	2023	1
	2024	2
	2025	1
Minnesota	2023	1
	2024	0
	2025	1
Kansas	2023	0
	2024	1
	2025	0
New York	2023	0
	2024	0
	2025	1
Nebraska	2023	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2024	0
	2025	1
North Carolina	2023	0
	2024	1
	2025	1
Ohio	2023	0
	2024	0
	2025	1
Pennsylvania	2023	0
	2024	0
	2025	1
South Carolina	2023	0
	2024	1
	2025	1
Tennessee	2023	0
	2024	1
	2025	2
Texas	2023	0
	2024	4
	2025	4
Utah	2023	0
	2024	0
	2025	1
Virginia	2023	0
	2024	1
	2025	1
Total	2023	2
	2024	19
	2025	19

Table 3
Status of Franchised Outlets
For years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Alabama	2023	0	1	0	0	0	0	1
	2024	1	2	0	0	0	0	3
	2025	3	2	0	0	0	0	5
Arizona	2023	0	3	0	0	0	0	3
	2024	3	1	1	0	0	0	3
	2025	3	0	1	0	0	1	1
Arkansas	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Colorado	2023	0	3	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Connecticut	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	1	0	0
	2025	0	0	0	0	0	0	0
Delaware	2023	1	1	0	0	0	0	2
	2024	2	3	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Florida	2023	9	9	0	0	0	0	18
	2024	18	4	0	0	0	0	22
	2025	22	2	2	0	0	1	21
Georgia	2023	0	6	0	0	0	0	6
	2024	6	3	0	0	1	0	8
	2025	8	0	1	0	0	0	7
Indiana	2023	0	3	0	0	0	0	3
	2024	3	2	0	0	0	0	5
	2025	5	3	0	0	0	0	8
Iowa	2023	1	1	0	0	0	0	2

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2024	2	0	0	0	0	2	0
	2025	0	0	0	0	0	0	0
Kentucky	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	1	1
Massachusetts	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Michigan	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Minnesota	2023	0	1	0	0	0	1	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	1	0
Mississippi	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Missouri	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Nebraska	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Nevada	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	2	0	0	0	0	4
New Jersey	2023	0	1	0	0	0	0	1
	2024	1	3	0	0	0	0	4
	2025	4	1	0	0	0	0	5
New York	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	1	0	0	1	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
North Carolina	2023	1	3	0	0	0	0	4
	2024	4	4	0	0	0	0	8
	2025	8	1	0	0	2	0	7
Ohio	2023	0	1	0	0	0	0	1
	2024	1	2	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Oklahoma	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Pennsylvania	2023	1	3	0	0	0	0	4
	2024	4	3	0	0	0	0	7
	2025	7	0	1	0	0	0	6
South Carolina	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	1	1
	2025	1	0	0	0	0	0	1
Tennessee	2023	0	5	0	0	0	0	5
	2024	5	4	0	0	0	0	9
	2025	9	1	1	0	0	2	7
Texas	2023	1	22	0	0	0	0	23
	2024	23	13	0	0	0	0	36
	2025	36	3	0	0	0	0	39
Utah	2023	0	3	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Virginia	2023	0	3	0	0	0	0	3
	2024	3	0	0	0	1	0	2
	2025	2	0	0	0	0	1	1
Wisconsin	2023	0	1	0	0	0	0	1
	2024	1	2	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Totals	2023	16	83	0	0	0	1	98
	2024	98	51	1	0	3	3	142

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2025	142	17	7	0	2	8	142

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

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Pennsylvania	2023	1	0	0	0	0	1
	2024	1	0	1	0	0	2
	2025	2	0	0	0	0	2
Totals	2023	1	0	0	0	0	1
	2024	1	0	1	0	0	2
	2025	2	0	0	0	0	2

Table 5
Projected Openings As Of December 31, 2025

State	Franchise Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Alabama	0	1	0
Arkansas	0	1	0
Georgia	0	3	0
North Carolina	0	1	0
Tennessee	0	1	0
Texas	0	6	0
TOTAL	0	13	0

Current Franchisees

Exhibit F contains the names and telephone numbers of all current franchisees (as of the end of our last fiscal year).

Former Franchisees

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

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

Confidentiality Clauses

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

Franchisee Organizations

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

Item 21
FINANCIAL STATEMENTS

Exhibit D contains our audited financial statements for the years ended December 31, 2025, December 31, 2024, and December 31, 2023.

Item 22
CONTRACTS

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

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Development Rights Rider
H. State Addenda to Franchise Agreement
I. Form of General Release
J. Mobile Unit Package
K. Purchase and Sale Agreement for Mobile Kitchen
L. Deposit Agreement
M. Confidentiality, Non-Use and Non-Competition Agreement

Item 23
RECEIPTS

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

EXHIBIT A

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce

State	State Agency	Agent for Service of Process
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard State Capitol, 14th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT

EXHIBIT C

FORM OF DEVELOPMENT RIGHTS RIDER

This Development Rights Rider (this "Rider") amends the Franchise Agreement dated ________________________ (the "Agreement"), between DonutNV Franchising Inc., a Florida corporation ("DonutNV Franchising") and _________________________, a ________ ____________ ("Franchisee").

1. Multi-Unit Commitment. Franchisee shall execute additional DonutNV franchise agreements to develop and operate additional Units on the following schedule (the "Development Schedule"):

Unit #	Territory	Deadline for Signing Franchise Agreement and Ordering Unit	Deadline for Opening
2			
3			
4			
5			

2. Fee and Payment. For all territories (including the first territory under the attached Franchise Agreement), Franchisee shall pay the total initial franchise fee to DonutNV Franchising Inc.equal to _________________. The total initial franchise fee is not refundable under any circumstances (even if Franchisee does not execute any of the future franchise agreements).

3. Form of Agreement. For each additional DonutNV franchise, Franchisee shall execute DonutNV Franchising's then-current standard form of franchise agreement prior to ordering a Unit for the additional territory. However, the franchise agreement will be modified so that the royalty fees and brand fund contribution is as set forth in their first franchise agreement (subject to the inflation adjustment).

4. Operation in Multiple Territories. So long as Franchisee complies with the Development Schedule, Franchisee may operate each Unit in any of the Territories described in the Development Schedule. If Franchisee fails to fulfill the Development Schedule, then DonutNV Franchising may at any time thereafter reduce, alter, or eliminate any one or more Territories by giving notice thereof to Franchisee.

5. Termination of Development Rights.

(a) Automatic. This Rider will automatically terminate if the Franchise Agreement to which it is a part is terminated for any reason.

(b) By DonutNV Franchising. DonutNV Franchising Inc.may terminate Franchisee's development rights under this Rider by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee fails to satisfy the development schedule;

(ii) Franchisee informs DonutNV Franchising Inc.that it will not fulfill the development schedule; or

(iii) DonutNV Franchising Inc. has the right to terminate any other franchise agreement between DonutNV Franchising Inc. and Franchisee due to Franchisee's default thereunder (whether or not DonutNV Franchising Inc. actually terminates such franchise agreement).

(c) By Franchisee. Franchisee may terminate this Rider at any time. Franchisee will not receive a refund of any franchise fees.

6. Transferability. Franchisee may execute the future franchise agreements through a wholly-owned entity formed for the purpose of operating the Business. Otherwise, Franchisee does not have the right to Transfer development rights hereunder to any other person or entity without the approval of DonutNV Franchising Inc. in accordance with the Franchise Agreement. Any attempt by Franchisee to Transfer development rights to another person or entity without such approval will be void.

7. Limitation of Franchisee's Liability. Franchisee's commitment to develop DonutNV Units under this Rider is in the nature of an option only. If Franchisee's development rights under this Rider are terminated for any reason, Franchisee shall not be liable to DonutNV Franchising Inc. for lost future revenues or profits from the unopened future DonutNV Units.

-Signatures on next page-

Agreed to by:

FRANCHISOR:

DONUTNV FRANCHISING INC.

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISEE:

[*if an individual:*]

____
Name: _________________________
Date: __________________________

[*if an entity:*]

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

EXHIBIT D

FINANCIAL STATEMENTS

DonutNV Franchising, Inc.

(A Florida Corporation)

Financial Statements with Report of Independent Auditors
December 31, 2025, 2024 and 2023

Table of Contents

DA ADVISORY GROUP
CERTIFIED PUBLIC ACCOUNTANTS

Report of Independent Auditors

To the Shareholders of
DonutNV Franchising, Inc.:

Opinion
We have audited the accompanying financial statements of DonutNV Franchising, Inc. (the Company), a Florida corporation, which comprise the balance sheets as of December 31, 2025, December 31, 2024, and December 31, 2023 and the related statements of operations, equity, and cashflows for the years then ended and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025, December 31, 2024 and December 31, 2023, and the results of its operations and its cashflows for the years 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after April 25, 2026.

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 and auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore not a guarantee that an audit conducted in accordance with 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 audits.
- 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 audits in order to design audit procedures that are appropriate in the circumstance, 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 audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

DA Advisory Group PLLC

Troy, MI
April 25, 2026

DonutNV Franchising, Inc.
BALANCE SHEETS
As of December 31, 2025, 2024, and 2023

	December 31, 2025	December 31, 2024	December 31, 2023
ASSETS			
Current assets:			
Cash and cash equivalents	$ 558,788	$ 727,290	$ 1,130,993
Accounts receivable	117,271	134,952	343,064
Inventory	208,686	-	-
Security deposits	23,702	14,000	14,000
Prepaid other expenses	9,628	174,572	-
Accrued interest receivable on CD	-	31,103	-
Capitalized franchise commission costs	316,743	996,564	1,230,430
Due from affiliated companies	3,703,250	3,740,919	3,940,919
Total current assets	4,938,068	5,819,400	6,659,406
Fixed assets:			
Fixed assets, net of depreciation	243,185	-	2,332
Total fixed assets	243,185	-	2,332
Other assets:			
Right-of-use asset, net of amortization	389,085	-	-
Capitalized franchise commission costs - net of current	5,325,533	6,387,487	7,298,570
Total other assets	5,714,618	6,387,487	7,298,570
Total noncurrent assets	5,957,803	6,387,487	7,300,902
Total assets	$ 10,895,870	$ 12,206,887	$ 13,960,308
LIABILITIES AND SHAREHOLDERS' EQUITY			
Current liabilities:			
Accounts payable	$ 114,320	$ 35,381	$ 278
Credit cards	143,881	31,984	21,922
Accrued expenses	-	26,141	73,141
Due to related parties	79,212	-	-
Payroll liabilities	26,789	21,672	-
Current portion of long-term debt	-	151,875	-
Deferred revenue - franchise sales, current portion	375,679	1,142,319	1,492,806
Total current liabilities	739,882	1,409,372	1,588,147
Long term liabilities:			
Lease liability	567,823	-	-
Deferred revenue - franchise sales, net of current portion	6,316,443	7,321,698	8,854,912
Total long term liabilities	6,884,265	7,321,698	8,854,912
Total liabilities	7,624,147	8,731,070	10,443,059
Shareholders' equity:			
Common stock	1,000	1,000	1,000
Additional paid-in capital	(63,560)	8,463	29,943
Retained earnings	3,334,283	3,466,354	3,486,306
Total shareholders' equity	3,271,723	3,475,817	3,517,249
Total liabilities and shareholders' equity	$ 10,895,870	$ 12,206,887	$ 13,960,308

see accompanying notes

DonutNV Franchising, Inc.
STATEMENTS OF OPERATIONS
For the years ended December 31, 2025, 2024 and 2023

	2025	2024	2023
Operating revenues:			
Franchise fees	$ 2,067,896	$ 2,669,700	$ 1,274,109
E-Commerce sales	1,064,219	-	-
Royalty fee income	967,657	832,005	382,533
Other franchise-related revenue	441,986	341,715	126,612
Marketing and brand fund fees	325,212	252,532	93,331
Transfer and territory fee income	133,667	102,000	-
Discounts	(1,039)	-	-
Operating revenues	4,999,598	4,197,952	1,876,585
Operating expenses:			
Legal and professional services	2,342,947	2,488,026	442,183
E-commerce cost of sales	818,641	-	-
Payroll expenses	812,377	830,143	524,505
Other operating expenses	488,744	360,637	334,175
Advertising and marketing	403,888	251,350	132,949
Franchise development	141,203	160,229	381,497
Office supplies and software	97,332	79,866	134,903
Utilities	58,025	63,757	89,582
Total operating expenses	5,163,157	4,234,008	2,039,794
Operating income	(163,559)	(36,056)	(163,209)
Other income (expense)			
Other income	6,934	-	3,900,000
Interest (expense)	(6,004)	(1,875)	-
Interest income	30,558	44,120	13,517
Total other income (expense)	31,488	42,245	3,913,517
Net income	$ (132,071)	$ 6,189	$ 3,750,308

see accompanying notes

DonutNV Franchising, Inc.
STATEMENTS OF SHAREHOLDERS' EQUITY
For the years ended December 31, 2025, 2024 and 2023

	Common Stock	Additional Paid-In Capital	Retained Earnings	Total Equity
BALANCE, DECEMBER 31, 2022	1,000	$ 24,951	$ (264,002)	$ (238,051)
Contributions	-	4,992	-	4,992
Distributions	-	-	-	-
Net income	-	-	3,750,308	3,750,308
BALANCE, DECEMBER 31, 2023	1,000	$ 29,943	$ 3,486,306	$ 3,517,249
Contributions	-	95,000	-	95,000
Distributions	-	(116,480)	-	(116,480)
Prior period adjustment	-	-	(26,141)	(26,141)
Net income	-	-	6,189	6,189
BALANCE, DECEMBER 31, 2024	1,000	$ 8,463	$ 3,466,354	$ 3,475,817
Contributions	-	1,855,606		1,855,606
Distributions	-	(1,927,629)		(1,927,629)
Net loss	-	-	(132,071)	(132,071)
BALANCE, DECEMBER 31, 2025	1,000	$ (63,560)	$ 3,334,283	$ 3,271,723

see accompanying notes

DonutNV Franchising, Inc.
STATEMENTS OF CASH FLOWS
For the years ended December 31, 2025, 2024 and 2023

	2025	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	$ (132,071)	$ 6,189	$ 3,750,308
Change in:			
Accounts receivable	17,681	208,112	(259,211)
Prepaid commissions	1,741,775	1,144,949	(6,444,422)
Inventory	(208,686)	-	-
Due from affiliates	37,669	200,000	(3,933,284)
Due to affiliates	79,212	-	-
Other current assets	186,345	(205,675)	8,526
Change in ROU asset and related liability	178,738	-	-
Accounts payable and other liabilities	169,813	19,837	(37,037)
Deferred revenue	(1,771,895)	(1,883,701)	7,688,556
Net cash (used in) provided by operating activities	298,580	(510,289)	773,436
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase or disposal of fixed assets	(243,185)	2,332	(2,332)
Net cash used by investing activities	(243,185)	2,332	(2,332)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Prior period adjustment	-	(26,141)	-
Debt issuance and repayment, net	(151,875)	151,875	-
Capital distributions	(1,927,629)	(116,480)	-
Contributed capital	1,855,606	95,000	4,992
Net cash (used in) provided by financing activities	(223,898)	104,254	4,992
Net change in cash and cash equivalents	(168,502)	(403,703)	776,096
Cash and cash equivalents as of beginning of period	727,290	1,130,993	354,897
Cash and cash equivalents at period end	558,788	727,290	1,130,993
Total cash and cash equivalents	$ 558,788	$ 727,290	$ 1,130,993

see accompanying notes

1. Organization

DonutNV Franchising, Inc. ("the Company"), a Florida corporation, was formed February 25, 2018, to supply and service franchised companies in the quick food service industry.

For the years ended December 31, 2025, 2024 and 2023, total capital contributions were $1,855,606, $95,000 and $4,992, respectively. For the years ended December 31, 2025, 2024 and 2023, total capital distributions were $1,927,629, $116,480 and $0, respectively.

2. Summary of significant accounting policies and nature of operations

Basis of accounting
The Company prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America.

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

Cash and cash equivalents
Cash and cash equivalents include all cash balances on deposit with financial institutions, CDs, and highly liquid investments with a maturity of three months or less at the date of acquisition.

The Company maintains its cash in bank deposit accounts which could exceed federally insured limits of $250,000. As of December 31, 2025, 2024 and 2023, the Company held accounts in excess of insured limits by $298,201, $69,761, and $0, respectively. The Company has generally maintained all accounts below federally insured limits and have not had losses in such accounts.

Concentration of credit risk
The Company is subject to credit risk related to amounts due from franchisees. The financial condition of the franchisees is largely dependent upon the underlying business trends of the brands and market conditions within the industries represented. The concentration of risk is mitigated by the number of franchisees and the short-term nature of the receivables from the franchisees.

Fair value of financial instruments
The Fair Value Measurements and Disclosure Topic of the FASB Accounting Codification establishes a framework for measuring fair value that is based on the inputs market participants use to determine fair value of an asset or liability and establishes a fair value hierarchy to prioritize those inputs.

2. Summary of significant accounting policies and nature of operations (continued)

The accounting guidance describes a hierarchy of three levels of input that may be used to measure fair value:

Level 1	Inputs based on quote prices in active markets for identical assets and liabilities.
Level 2	Inputs other than Level 1 quoted prices, such as quoted prices for similar assets and liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability.
Level 3	Unobservable inputs based on little market or no market activity and which are significant to the fair value of the assets and liabilities.

The Company's material financial instruments consist of primarily cash and cash equivalents, accounts and notes receivable, and accounts payable and accrued expenses. The fair values of cash, accounts and notes receivable, accounts payable and accrued expenses are equal to their carrying values based on their liquidity. The fair value measurement of these assets is categorized as Level 1.

Advertising
Advertising costs are expensed as incurred. For the years ended December 31, 2025, 2024 and 2023, the Company incurred $403,888, $251,350 and $132,949 in advertising costs, respectively.

Royalties and franchise fees receivable
Management considers receivables to be fully collectible. If amounts become uncollectible, they are charged to operations in the period in which that determination is made. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts however, the effect of using the direct write-off method for the Company is not materially different from the results that would be obtained under the allowance method. No write-offs were made in the reporting period.

Prepaid expenses
Payments made in advance of expense recognition have been capitalized and included in prepaid expenses. As of December 31, 2025, 2024 and 2023 the balance for such prepaid expenses was $9,628, $174,572 and $0, respectively.

Debt
In 2024, the Company obtained short-term debt in the form of a line of credit. As of December 31, 2025 and 2024, the line of credit and personal guarantee agreement had a remaining unpaid balance of $0 and $151,875, respectively. The effective interest rate held was 14.25%.

2. Summary of significant accounting policies and nature of operations (continued)

Revenue recognition
Contract consideration from franchisees primarily consists of initial or renewal franchise fees, product sales, royalty and marketing fees, and other miscellaneous services provided to franchisees. The initial franchise fees are nonrefundable and collected when the underlying franchise agreement is signed by the franchisee. Royalty and marketing fees are paid periodically (weekly or monthly) and product sales are recognized when ownership is transferred to the franchisees.

For franchise revenues, the Company has obligations to provide franchisees with the franchise rights to open a business within the franchise system, provide training, and assist with territory selection. The Company's revenue recognition policies for franchise fees are in compliance with accounting standards ASC Topic 606, Revenue from Contracts with Customers.

In 2020, the Financial Accounting Standards Board (FASB) issued an Accounting Standards Update (ASU), Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient. The expedient has allowed franchisors that are not public business entities to account for pre-opening activities as a single performance obligation. The Company has concluded that these preopening activities represent performance obligations to which the franchise fee is allocated.

The Company estimates the value of these activities using an adjusted market assessment approach. The Company first allocates the calculated value as revenue and the residual, if any, is recognized as revenue on a straight-line basis over the term of the respective franchise agreement.

All other fees are recognized as services are rendered. Royalties and marketing brand fees are based on a fixed rate calculated by the Company and included within each franchise agreement. Royalties are billed and collected on a weekly basis and marketing brand fees are billed and collected monthly.

Incremental costs of obtaining a contract
The Company capitalizes direct and incremental costs, principally consisting of commissions, associated with the sale of franchises which are amortized over the term of the franchise agreements. In the case of costs paid, for which no signed franchise agreement has been signed, these costs are deferred until the signed franchise agreement is received.

Income taxes
The Company has elected to be taxes as an "S" Corporation for federal and state reporting purposes. Income taxes as a result of Company profits are levied on the Shareholder(s) at the individual level. Accordingly, there is no need for a tax provision.

3. Related party transactions

The Company has a related-party manufacturing entity with common ownership that supports franchisees as they begin operations. In 2023, it was decided that the Company would send an invoice annually for the value attributable to the expenses incurred and efforts of the Company in obtaining and launching franchisees. The invoice sent to the related party in 2023 totaled $3,900,000 and is included

3. Related party transactions (continued)

in other income in the 2023 income statement. After 2023, the Company no longer engaged in this annual invoicing process and no additional activity related to the above-mentioned scenario existed in 2025 or 2024.

The Company will also at times, pay expenses of the related party and other related entities, which will result in a receivable to the Company. The amounts due to the Company are recorded as an asset on the balance sheet. The Company had a total balance due from related parties as of December 31, 2025, 2024 and 2023 of $3,703,250, $3,740,919 and $3,940,919, respectively. There is no stated due date or terms associated with the amounts receivable.

Additionally, the Company has a related party payable of $79,212 as of December 31, 2025. There is no stated due date or terms associated with the amounts payable.

4. Contract balances

The Company recorded an asset for unrecognized expenses and a liability for unearned revenue associated with the performance obligation of the Company's franchise agreements.

A summary of acquisition costs incurred as of December 31, 2025, 2024 and 2023 are as follows:

	2025	2024	2023
Deferred acquisition costs - beginning	$ 7,384,051	$ 8,529,000	$ 2,084,578
Additional costs incurred	30,000	739,083	6,727,785
Deferred acquisition costs recognized	(1,771,775)	(1,884,032)	(283,363)
Deferred acquisition costs - ending	$ 5,642,276	$ 7,384,051	$ 8,529,000

A summary of deferred franchise revenue as of December 31, 2025, 2024 and 2023 is as follows:

	2025	2024	2023
Deferred revenue - beginning of year	$ 8,464,017	$ 10,347,718	$ 2,659,162
Additions for initial franchise fees received	296,000	785,999	8,962,664
Revenue recognized during the year	(2,067,895)	(2,669,700)	(1,274,108)
Deferred revenues- end of year	$ 6,692,122	$ 8,464,017	$ 10,347,718

5. Disaggregated revenues

The Company derives its revenues from franchisees located throughout the United States. The economic risks of the Company's revenues is dependent on the strength of the economy in the United States and its ability to collect on its contracts. The Company disaggregates revenue from contracts with customers by timing of revenue recognition by type of revenues, as it believes this best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

Revenues by timing of recognition were as follows:

	2025	2024	2023
Point in time:			
Franchise fees	$ 25,738	$ 143,809	$ 1,003,782
E-Commerce sales	1,064,219		
Royalties	967,657	832,005	382,533
Marketing	325,212	252,532	93,331
Other revenue from franchisees	574,614	443,715	126,612
Total point in time	2,957,440	1,672,061	1,606,258
Over time:			
Franchise fees	2,042,158	2,525,891	270,327
Total over time	2,042,158	2,525,891	270,327
Total revenue	$ 4,999,598	$ 4,197,952	$ 1,876,585

6. Leases

Effective in 2025, the Company adopted ASC 842, Leases, which requires the recognition of right-of-use ("ROU") assets and corresponding lease liabilities for operating leases on the balance sheet. Upon adoption, the Company recognized ROU assets and lease liabilities for its operating lease arrangements using the modified retrospective approach, without restating prior period financial statements.

As of December 31, 2025, the Company had two operating leases, both with original non-cancelable lease terms of three years and an incremental borrowing rate of 3%, summarized as follows:

- A three-year operating lease that commenced in December 2025, for which the Company recognized an operating lease ROU asset of $308,849 and a corresponding lease liability of $309,667 as of December 31, 2025.

6. Leases (continued)

- A three-year operating lease that commenced in January 2024, which was not previously accounted for under ASC 842 and was recognized upon adoption in 2025. As of December 31, 2025, this lease resulted in an operating lease ROU asset of $80,235 and a corresponding lease liability of $82,651.

Operating lease expense is recognized on a straight-line basis over the lease terms and is included in operating expenses in the accompanying statement of operations.

7. Contingencies

The Company is subject to various contingencies, including potential claims, legal proceedings, and other matters that arise in the ordinary course of business. Management evaluates the likelihood of loss associated with such contingencies and records a liability when it is probable that a loss has been incurred and the amount can be reasonably estimated. If a loss is reasonably possible but not probable, or if the amount of loss cannot be reasonably estimated, the Company discloses the nature of the contingency in the financial statements.

As December 31, 2025, 2024, and 2023, management believes that no material losses related to contingencies are probable or reasonably possible that would require recognition or disclosure in the accompanying financial statements

8. Subsequent events

Subsequent events have been evaluated through April 25, 2026, which is the date the financial statements were available to be issued. No significant events or transactions were identified that would require adjustment to the financial statements or disclosure.

EXHIBIT E

OPERATIONS MANUAL TABLE OF CONTENTS

* Our manual is digital; page counts are approximate.

EXHIBIT F

CURRENT AND FORMER FRANCHISEES

<u>Current Franchisees</u>

Names and telephone numbers of all current franchisees (as of the end of our last fiscal year):

State / Province	# Open Trailers by 12/31/2025	Owner First Name	Owner Last Name	Center Phone
		Kayla	Alford	
Alabama	1	Doies Lee	Alford III	(256) 490-6782
		Robin	Goshorn	
Alabama	1	Ronny	Goshorn	(720) 979-7812
		Andrea	Bailey	
Alabama	1	Heath	Bailey	(317) 869-6940
Alabama	1	Jessica	Cambron	(659) 215-7999
		Evan	Griner	(706) 587-0251
Alabama	1	Lesley	Griner	(706) 358-7057
		Lisa	Raines	
Arizona	1	Kenneth	Raines	(760) 801-5494
		Rosa	Bowles	
Arkansas	1	Bret	Bowles	(661) 400-6202
Arkansas	1	Justin	Rue	(501) 442-6503
Colorado	1	Mike	Miller	(720) 341-9345
Colorado	1	Matthew	Furman	(719) 627-9197
Colorado	1	Dougald	Thrutchley	(301) 399-7587
Delaware	3	Megan	Hurst	(302) 824-2356
		Kristi	Sutliffe	
Delaware	2	Bradford	Sutliffe	(301) 717-2184
		Michelle	Schmidt	(239) 810-3011
		Haylee	Malagon	
Florida	3	Michael	Malagon	(239) 810-1227
		Emily	Baker	
Florida	2	Heather	Murphy	(515) 835-2585
		Kevin	Burgess	
Florida	1	Kristen	Desena	(813) 592-5656
		Keoni	McMahon	
Florida	1	Tsengelmaa	McMahon	(503) 888-7804
Florida	1	Phillip	Black	(765) 621-2032

		Marleta	Black	
		Kathleen	Mallegol	
Florida	1	Daniel	Mallegol	(919) 576-4588
		Ana	Markovic	
Florida	1	Nenad	Markovic	(352) 404-8408
Florida	2	Brian	Humphrey	(908) 432-2923
Florida		Deena	Way	
	2	Steven	Way	(722) 882-8281
		Kimberly	McNeal	
Florida	2	John	McNeal	(352) 281-8559
Florida	1	Kelly	Toma	(407) 221-7541
Florida	1	Dimitrios	Panagiotopoulos	(863) 414-6275
		Brooke	Koroknay	
Florida	1	Eric	Koroknay	(727) 366-2856
Florida	1	Matthew	Rumbel	(813) 210-0532
		Elaine	Ryan	
Florida	1	Michael	Ryan	(704) 956-7059
Florida	1	Philip	Legget	(863) 660-4650
		Veda	Pavan	
Florida	1	Naveen	Gandra	(656) 236-3192
Georgia	1	Suzanne	DuBois	(770) 525-5835
		Charles	Williams	
Georgia	1	Leonte	Leonta Jr	(619) 244-3051
Georgia	1	Diane	Miller	(770) 367-7961
Georgia	1	Shashee	Patel	(678) 780-4090
Georgia	1	Fernando	Borchardt	(619) 928-7034
		Ana	Machovec	
Georgia	1	Ken	Machovec	(336) 708-0104
Georgia	1	Joseph	Sapp	(229) 315-9291
		Elizabeth	Lamb	
Indiana	1	Jared	Lamb	(219) 613-0017
Indiana	1	Rebecca	Pyles	(574) 766-6338
Indiana	1	Edward	Wogoman	(574) 361-3200
		Michael	Kurz	
Indiana	2	Paige	Kurz	(219) 916-3579
		Jason	Puetz	
Indiana	2	Christine	Puetz	(317) 900-4389
		Tamara	Hoffa-Hermesch	(317) 443-0309
Indiana	1	Tony	Hermesch	(317) 443-0309

		Michael	Daniels	(859) 648-9488
		Kayla	Daniels	(859) 648-9488
Kentucky	1	Joseph	Rogers III	(859) 648-9488
Massachusetts	1	Sean	Chenevert	(774) 249-0297
Massachusetts	1	Jeffrey	Bruce	(508) 713-5895
		Donell	Johnson	
Michigan	1	Jennifer	Johnson	(248) 904-9960
Mississippi	1	Kable	Wedgeworth	(601) 270-7377
		James	Cook	
Missouri	1	Cynthia	Cook	(417) 592-8078
		Brian	DeMoss	
Missouri	1	Evelyn	DeMoss	(816) 703-8459
		Michaela	Thompson	
Nebraska	3	Zachary	Thompson	(402) 992-2446
		Nicole	Poretto-Bacon	
Nevada	4	Scott	Bacon	(702) 371-7015
New Jersey	2	Sean	Callahan	(973) 930-6200
		Charles	Berdinis	
New Jersey	2	Ruth	Berdinis	(716) 572-5958
New Jersey	1	Earnest	Neal	(301) 502-3687
North Carolina	1	Amy	Mangis	(603) 770-8448
North Carolina	1	Manuel	Kizzie	(980) 766-0876
North Carolina	1	Angelica	Arnaldy	(984) 900-1385
North Carolina	2	Joshua	Lewis	(336) 953-1540
		Sylvia	Steinheiser	
North Carolina	1	Nicole	Steinheiser	(214) 385-5219
North Carolina	1	Matthew	Miller	(336) 782-0034
Ohio	1	Khaled	Sharabi	(440) 799-9483
Ohio	1	Robert	Derderian	(508) 277-0920
Ohio	1	Rodney	Soultz	(484) 356-6791
Oklahoma	1	Eric	Williams	(405) 209-4500
		Katie	Pursel	
Pennsylvania	1	Jason	Farrell	(610) 533-3210
		Cody	Hannum	
Pennsylvania	1	Jimi Lea	Hannum	(254) 715-9137
Pennsylvania	2	Paul	Peterson	(717) 951-1970
		Matthew	Feleppa	
Pennsylvania	1	Brooke	Feleppa	(814) 282-6288
Pennsylvania	1	Kevin	Frymyer	(717) 951-6693

		Joyce	Frymyer	
		Jason	Gabrels	
South Carolina	1	Brittany	Bolle	(616) 560-1358
Tennessee	1	Andrew	Welker	(901) 482-9303
		Aleshia	Lunsford	
Tennessee	1	Terry	Lunsford	(865) 505-7533
		Steven	Ray	
Tennessee	1	Duana	Ray	(931) 283-6999
		Henry	Heyl	
Tennessee	1	Sean	Heyl	(409) 658-3509
		Devaundre	Whitson	
Tennessee	2	Jasmin	Whitson	(615) 483-6813
Tennessee	1	Chad	Day	(701) 205-9930
		Angela	Hanson	
Texas	1	Eric	Hanson	(281) 889-1799
		Barbara	Cahill	
Texas	1	Edward	Cahill	(631) 578-4401
		Nicholas	Rogers	
Texas	2	Jenni	Rogers	(940) 245-6440
Texas	1	Irving	Rangel	(610) 698-2039
Texas	1	Ramiro	Segovia	(956) 395-3844
		Karly	Thompson	
Texas	2	Malcolm	Thompson III	(972) 640-6069
		Nicholas	Fleming	
Texas	4	Elizabeth	Fleming	(832) 919-0099
		Christian	Garza	
Texas	1	Juanita	Garza	(214) 335-5027
		Rosaly	Rosario-Lasalle	
Texas	1	Tony	Lasalle	(832) 990-0945
Texas	1	Gabriel	Morris	
Texas	4	Zemora	Callis	(210) 273-9121
Texas	4	Michael	Sadler	(832) 866-2947
		Matthew	Hughey	
Texas	2	Tanya	Hughey	(817) 308-0421
		Estela	Crawford	
Texas	1	James	Crawford	(903) 720-5742
		Anne	Savery	
Texas	1	Shane	Savery	(206) 852-2739
Texas	1	Kristi	Jurecka	(512) 761-5583

		Dale	Jurecka	
		Jose	Perez	
Texas	2	Tonia	Perez	
Texas	2	Billy	Lee	(972) 672-1792
Texas	2	Pedro	Gallardo	(512) 991-9522
		Chad	Joiner	
Texas	1	Macie	Joiner	(469) 552-3211
Texas	1	Shawn	Pearson	(508) 353-4895
		Sherri	Johnson	(817) 243-4366
Texas	2	Jodi	Johnson	(817) 614-5978
		Werner	Schaefer	(512) 970-6092
Texas	1	Huerta	Alex	
		Thomas	Bowcut	(617) 455-5614
Utah	1	Gabrial	Granata	
Utah	1	Matthew	Johnson	(891) 419-2090
		Justin	Peinamalie	435-272-5884
Utah	1	EmilyAnn	Peinamalie	
		Esther	Flaugh	
Virginia	1	Chad	Flaugh	(601) 799-6755
		Caleb	Maier	
Wisconsin	2	Samantha	Maier	(608) 335-9465
		Scott	Schulick	
Wisconsin	1	Lisa	Becker	(414) 405-8021

* Indicates this Franchisee owns and operates multiple outlets.

Franchisees who had signed franchise agreements but were not yet open as of the end of our last fiscal year:

None.

Former Franchisees

Name, state, and current emaimail addaddressess, or if unknown, the last known emaimail addaddressess of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

State	First Name	Last Name	Email
Arizona	Riley	Larson	rileylarson@MSN.com
Arizona	Malcolm	Toussaint	mt@clarkhallcapitol.com

Colorado	Jeremy	Bell	jbell_8@hotmail.com
Florida	Joseph	Groves	josephgroves@sbcglobal.net
Florida	James	Mazurek	jimmaz102175@gmail.com
Georgia	Matthew	Johns	mattjohns01@yahoo.com
Kentucky	Timothy	Raque	tim.raque@gmail.com
Minnesota	Darrin	Hebert	DH@DarrinHebert.com
New York	Melissa	Stein	dstein@thefranchiseconsulting.com
New York	Michael	Gutradt	levl@yahoo.com
Nebraska	Jennifer	Cain	jencain402@gmail.com
North Carolina	Christopher	Doran	ccrgjalk@yahoo.com
North Carolina	Jessica	Buccola	jessbuccola@gmail.com
Ohio	Andrew	Wobser	abwobser@yahoo.com
Pennsylvania	Ronald	Reaman	reame33@gmail.com
Pennsylvania	Christopher	Jones	bearcat_24@yahoo.com
South Carolina	Jason	Wells	carbidetoolguy@gmail.com
Tennessee	Dana	Woods	dfhalbach@gmail.com
Tennessee	Shawn	Lipinski	shawn@pristinehs.com
Texas	Jennifer	Marriott	Titanic75860@yahoo.com
Texas	Yaneth Claudia	Illanes Penaloza	claudia.y.illanes@gmail.com
Texas	Michael	Grant	michael.lee.grant@gmail.com
Utah	Holly	White	hollykae3@yahoo.com
Virginia	Pravesh	Mallik	praveshmallik@gmail.com

EXHIBIT G

STATE ADDENDA TO DISCLOSURE DOCUMENT

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) 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 Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

- 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.

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.

EXHIBIT H

STATE ADDENDA TO FRANCHISE AGREEMENT

INDIANA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ________________________ (the "Agreement"), between DonutNV Franchising Inc., a Florida corporation ("DonutNV Franchising") and ___________________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

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

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

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

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

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

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase

notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

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

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

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

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

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	DONUTNV FRANCHISING INC.
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

MINNESOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ________________________ (the "Agreement"), between DonutNV Franchising Inc., a Florida corporation ("DonutNV Franchising") and _________________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

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

- Minnesota Rules 2860.4400(D) 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 Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

- 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.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	DONUTNV FRANCHISING INC.
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

EXHIBIT I

FORM OF GENERAL RELEASE

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of DonutNV Franchising Inc., a Florida corporation ("DonutNV Franchising").

Background Statement: Releasor has interacted with DonutNV Franchising Inc. and/or its Affiliates and received certain goods, services and representations, and to the extent any exist, wishes to dispose of any outstanding liabilities as further defined herein. This Release is executed for good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged. This particular Release is a voluntary release not associated with any act required under applicable Franchise Agreement(s) and has been fully negotiated by the parties and jointly drafted thereby.

Releasor(s) voluntarily an irrevocably agree as follows:

1. **Release.** Releasor(s) each jointly and severally (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases DonutNV Franchising, its affiliates, and their respective directors, officers, shareholders, employees, franchise sellers, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. **Covenant Not to Sue.** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim. Releasing Parties agree that Released Parties shall have the right to injunctive relief for, and Releasing Parties hereby irrevocably agree to entry of injunction dismissing any claims or counterclaims you may bring in contradiction to or breach of this release and covenant not to sue.

3. **Advancement Obligation.** Releasor acknowledges and agrees that if Releasor violates this Release, Releasor will cause the Released Parties immediate economic harm in the form of the Released Parties' time, economic disruption and attorneys' fees in responding to any such lawsuit or claim released hereunder. Accordingly, should Releasor file suit or counterclaim (in litigation or arbitration) or threaten any of the same, each undersigned Releasor will immediately, upon demand from Released Parties, pay to Released Parties $25,000 as partial, but not full accord and satisfaction of such expenses incurred or likely to be incurred by them in evaluating and responding to such claims or threatened claims. Such liquidated damages will not preclude or be in lieu of any other actual or consequential damages, or attorneys' fees bore by Releasor hereunder or as a breach hereof.

4. **Representations and Acknowledgments.** Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

5. **Miscellaneous.** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that DonutNV Franchising reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

6. **Confidentiality & Non-Disparagement.** Notwithstanding anything to the contrary herein, and in addition to all other benefits conferred by Franchisee to Released Parties, Franchisee promises to maintain strict confidentiality regarding the terms and existence of this agreement and any released Claims and shall reply to any party inquiring that "all claims have been released and resolved in a manner satisfactory to all parties." Franchisee further irrevocably agrees not to make, share, republish or otherwise participate in any derogatory comments, posts, statements or other content disparaging or negative to the brand, its owners, agents, employees, products, other franchisees, other Released Parties or their affiliates. This confidentiality and non-disparagement provision shall survive for not less than 4 years following the end of the original Term of the first Franchise Agreement executed by the Franchisee plus any extension thereof. Any breach of this paragraph shall be cause for immediate suit for damages by the affected Released Parties and Releasor stipulates to the entry of injunctive relief in favor of the affected Released Party which shall order the removal of any violative statement and prohibit further violations in addition to an order requiring Releasor to pay all attorney's fees and other costs incurred in enforcing this provision.

The undersigned Releasors have had an opportunity to obtain advice of an attorney prior to executing this Release and do so voluntarily without reliance on any representation or statement from any Release Party. The undersigned hereby execute this Release on behalf of themselves individually and any entity through which they have interacted with any Released Party.

By:__________________________
Name:________________________
Date:_________________________

By:__________________________
Name:________________________
Date:_________________________

EXHIBIT J

MOBILE UNIT PACKAGE

Interactive Mobile Unit Package

(2) DonutNV Mini Donut Machines

(1) KitchenAid Mixer

(1) Automatic Juicer

(1) Refrigerated Beverage Dispenser

(2) Hot Beverage Containers / Coffee Urns (small & large)

(2) Fire Extinguishers

(1) Gasoline Generator (vehicle trailer mobile unit only)

(1) Point of Sale System

Miscellaneous Utensils, Small Wares & Containers

Assorted Sugars, Syrups & Toppings

DonutNV Donut Mix

Promotional Package

Employee Uniform Package

EXHIBIT K

FORM OF PURCHASE AND SALE AGREEMENT FOR MOBILE KITCHEN

(VEHICLE TRAILER)

**PURCHASE AND SALE AGREEMENT FOR
MOBILE KITCHEN BETWEEN
KEYSTONE MANUFACTURING, LLC**

AND

(Franchisee)

THIS PURCHASE AND SALE ("AGREEMENT") is entered into as of _____________by and between (Franchisee) (hereinafter "Buyer"), a business entity with an address of (Franchisee address) and KEYSTONE MANUFACTURING, LLC (hereinafter "Company", "we," "us," or "our"), a Georgia limited liability company with an address of 431 Citrus Tower Blvd, Suite 106, Clermont, Florida 34711.

In consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement, as follows:

1. You agree to purchase the Mobile Kitchen described in your Mobile Kitchen Configuration from the Company set forth on Schedule I attached hereto, pursuant to the terms and conditions of this Agreement. Your Mobile Kitchen is priced and configured based on features and options available at the time of order, as described in Exhibit A hereto and incorporated herein. Mobile Kitchen shall be picked up by Buyer in Clermont, Florida, with all payments due to Company as outlined in this Agreement.

A. Description of Vehicles: The following is a description of the vehicle that Company agrees to provide under the terms of this Agreement.

(i) 8.5ft x 14ft Trailer

(ii) DonutNV equipment package

(iii) VIN: to be assigned

(iv) Special Features: stabilizing jacks, spare tire.

B. Description of Equipment. Equipment designation, item, and quantity are fully described on Exhibit A and incorporated herein.

2. Purchase Price. Buyer shall pay to Company for the Mobile Kitchen and for all obligations specified herein, as full and complete consideration therefore:

Trailer Package Price: $114,650.00 each

State Specific Upfit Fee: TBD (As of date of invoice, pending local health & code requirements)

Sales Tax: Buyer responsible for remitting to state of registration

Total: $114,650.00 each[1] hereinafter "Purchase Price".

3. Payment. Payment of the Purchase Price shall be made by Buyer to Company in accordance with the following schedule:

A. Fifty Percent (50%) of the Purchase Price by wire transfer in U.S. Dollars, immediately upon execution of this Agreement, your "Order Payment"; and

B. Fifty Percent (50%) of the Purchase Price by wire transfer in U.S. Dollars, one week prior to pick up of Mobile Kitchen. At the time of pickup, the Buyer will receive the title to the trailer so that the Buyer can register the vehicle with the Department of Motor Vehicles.

4. Mobile Kitchen Layout. At no additional expense to Buyer, Company shall furnish Buyer with a layout description of the Equipment placement within the Mobile Kitchen. The layout description shall include, but not be limited to, power, air conditioning, operational considerations, weight and weight distribution limitations with respect to the vehicle, and Equipment.

5. Delivery. The estimated build time and delivery of your Mobile Kitchen is ninety (90) to one hundred twenty (120) days from receipt of the Buyer's Order Payment. Mobile kitchen will be considered complete when Buyer is notified by Company that the Mobile Kitchen is ready for Buyer's inspection. If at time of such inspection, Buyer makes any modifications or changes, the time Company spends accommodating such modification or change will not constitute a default under this Agreement. Buyer must appear at Company's designated location during normal business hours on the delivery date to accept possession and remove the Mobile Kitchen from the Company's designated location. The estimated delivery date of your Mobile Kitchen indicated in this Agreement is an estimate only and is not a guarantee of when your Mobile Kitchen will actually be delivered. Company shall not be liable for failure to deliver or delay in delivery of Mobile Kitchen where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Company, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Company.

6. Conveyance of Title. Company shall provide documents necessary to convey title to Buyer upon delivery of Mobile Kitchen. It is the Buyer's responsibility to facilitate title transfer and registration of the Mobile Kitchen in accordance with its state's motor vehicle registration regulations.

7. Warranties.

[1] Note to Draft: This $ amount will need to be updated to also include the state specific upfit fee. Can this be determined at the time each agreement is signed?

A. The Company warrants to Buyer for a period of 1 year, commencing from the date the Mobile Kitchen is furnished to Buyer (the "Warranty Period"), that the Mobile Kitchen shall be free from material defects in materials and workmanship. This warranty is non-transferable and applies solely to Buyer.

B. **EXCEPT FOR THE WARRANTY SET FORTH IN PARAGRAPH 7.A, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MOBILE KITCHEN, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

C. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Mobile Kitchen. Third-Party Products are not covered by the warranty in paragraph 7.A; provided that the Company shall use commercially reasonable efforts to assign the warranties on any Third-Party Product to Buyer. For the avoidance of doubt, **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

D. The Company shall not be liable for a breach of the warranty set forth in paragraph 7.A unless: (i) Buyer gives written notice of the defect, reasonably described, to the Company within fifteen (15) days of the time when Buyer discovers or ought to have discovered the defect; (ii) the Company is given a reasonable opportunity after receiving the notice to examine the Mobile Kitchen and Buyer (if requested to do so by the Company) returns the Mobile Kitchen to the Company's place of business at the Company's cost for the examination to take place there (or a qualified repair shop); and (iii) the Company reasonably verifies Buyer's claim that the Mobile Kitchen is defective.

E. The Company shall not be liable for a breach of the warranty set forth in paragraph 7.A if: (i) Buyer makes any further use of the Mobile Kitchen after giving notice to the Company of any defect; (ii) the defect arises because Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Mobile Kitchen; or (iii) Buyer alters or repairs the Mobile Kitchen without the prior written consent of the Company. Furthermore, damages caused by loose or improperly torqued lug nuts, incorrect or altered hitch balls, improper hitching, loose bolts, screws, or damages to any tow vehicle or tow vehicle wiring are not covered under the warranty in paragraph 7.A.

F. Subject to paragraphs 7.B-7.E above, the Company shall repair or replace any part deemed defective by the Company during the Warranty Period.

G. THE REMEDIES SET FORTH IN PARAGRAPH 7.F SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN PARAGRAPH 7.A.

8. Limitations of Liability

A. **IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

B. **IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY FOR THE MOBILE KITCHEN.**

9. Insurance and Registration: Buyer acknowledges that any insurance coverage, licensure, tags, or registration of the vehicle is the responsibility of the Buyer.

10. Regulations and Codes: Buyer acknowledges that, upon delivery, the Mobile Kitchen is below the maximum weight capacity as set-forth by the trailer manufacturer of the vehicle and the Equipment is loaded in accordance with best practices on weight distribution. The Buyer acknowledges that there is a possibility that the installation of any additional equipment not originally installed by the trailer manufacturer could cause the vehicle to exceed the vehicles maximum weight designation or offset the weight distribution of the vehicle. Exceeding the vehicle's maximum weight designation could cause catastrophic failure of the vehicle resulting in injury and possibly death. Further, if the Mobile Kitchen is built on a trailer platform, Buyer acknowledges that upon delivery the Mobile Kitchen's trailer's tongue weight is between 9% and 15% of the trailer's gross vehicle weight. The Company and trailer manufacturer shall not be liable or responsible for any misuse of the Mobile Kitchen, including an overweight or unbalanced condition caused by Buyer, including lack of maintenance of vehicle components including, but not limited to, brakes, wheel bearings, and tires, which may result in any injury, damages or death and by signing hereunder, Buyer releases Company and trailer manufacturer from any claims, damages, penalties or liabilities, which in any way accrue or arise after Buyer takes delivery of Equipment. Buyer further acknowledges that the Mobile Kitchen may fall under various state and federal commercial motor vehicle laws and regulations, and it is the Buyer's sole responsibility to ensure compliance with those laws and regulations.

Further, Buyer is solely responsible for the selection and proper use of the vehicle used to tow the Mobile Kitchen ("tow vehicle"). Buyer should consult with a motor vehicle manufacturer or their dealer concerning the purchase and use of suitable tow vehicles for the Mobile Kitchen. Company disclaims any liability or damages suffered as a result of the selection, operation, use or misuse of a tow vehicle. COMPANY'S LIMITED WARRANTY DOES NOT COVER DAMAGE TO THE MOBILE KITCHEN OR THE TOW VEHICLE AS A RESULT OF THE SELECTION, OPERATION, USE OR MISUSE OF THE TOW VEHICLE.

11. Indemnification.

A. Buyer shall indemnify and hold the Company, its officers, employees, contractors, agents, and trailer manufacturer harmless from any loss, lawsuit, liability, damage, cost, and expense (including reasonable administrative and attorneys' fees) that may arise out of or result from (i) claims by third persons against the Company that the Mobile Kitchen has caused damage to property or bodily injury (including death); (ii) the acts or omissions of the Buyer, its officers, employees, contractors, agents and trailer manufacturer in connection with this Agreement that constitute gross negligence, willful misconduct or a material breach of this Agreement; (iii) any defects in Equipment supplied by the third-parties or trailer manufacturer; (iv) any violations, fines or fees in connection with local municipal or governmental requirements after the date of delivery of the Mobile Kitchen or (v) any violations, fines or fees in connection with health department violations or changes in regulations after the health inspection is completed on the Mobile Kitchen.

B. The invalidity, in whole or in part, of any of the foregoing paragraph will not affect the remainder of such paragraph.

12. Default by Buyer. Buyer acknowledges that Buyer's Mobile Kitchen is custom ordered and manufactured, and the Company incurs significant costs in starting production of such Mobile Kitchen. Buyer also acknowledges that the Company incurs significant costs for remarketing and reselling the Mobile Kitchen if Buyer defaults in this Agreement. As a result, the Order Payment is earned by the Company and non-refundable. Buyer acknowledges that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur, costs that are otherwise impracticable or extremely difficult to determine.

Default by Buyer in payment or performance of any material duty or obligation under this Agreement, shall constitute a breach of this Agreement. A written notice to cure may be sent to Buyer, at the sole discretion of Company, and, if the default is not cured within ten (10) days from the written notice from Company of the default, the Buyer will be deemed in default of this Agreement. In such an event, Company, at its sole option, may employ any remedy then available to it, whether at law or in equity, including, but not limited, to the following:

A. Withhold performance or further performance hereunder until all such defaults have been cured, provided, however, that Company shall continue to perform hereunder in the event of a bona fide payment dispute, which has been communicated to Company; or

B. Pursue any other rights and remedies available to Company under the laws of the State of Georgia with the prevailing party entitled to recover all costs, including attorney's fees, incurred in the enforcement of this Agreement.

13. Confidential Information. All non-public, confidential or proprietary information of the Company, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by the Company to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing

this Agreement and may not be disclosed or copied unless authorized in advance by the Company in writing. Upon the Company's request, Buyer shall promptly return all documents and other materials received from the Company. The Company shall be entitled to injunctive relief for any violation of this paragraph. This paragraph does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

14. General.

A. Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United States Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel Service or other nationally recognized overnight carrier. All notices or communications between Buyer and Company pertaining to this Agreement shall be addressed as follows:

If to Buyer: at the address below its name on the signature page

If to Company: at the address stated in the preamble to this Agreement.

B. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

C. Modifications. No revision or modification of this Agreement shall be effective unless in writing and executed by an authorized representative of both parties.

D. Severability. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

E. Construction. This Agreement shall be governed by the laws of the State of Georgia.

F. Arbitration. Any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation, and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The place of arbitration shall be the city and state where Company's headquarters are located. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT

OR ANY MATTER RELATED IN ANY WAY THERETO. IN NO EVENT WILL THE LIABILITY OF COMPANY OR ANY AFFILIATE OF COMPANY TO BUYER IN CONNECTION WITH THIS AGREEMENT EXCEED THE PURCHASE PRICE.

G. Headings. The paragraph titles of this Agreement are for convenience only and shall not define or limit any of the provisions hereof.

H. Entire Agreement. This Agreement, the documents referenced herein and all Exhibits hereto (Exhibits A through B) are intended as the complete and exclusive statement of the Agreement between Buyer and Company with respect to the subject matter hereof, and supersede all prior agreements and negotiations related thereto.

I. Binding Effect. The provisions hereof shall be binding upon and shall inure to the benefit of Buyer and Company, their respective successors, and permitted assigns.

J. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Company. Any purported assignment or delegation in violation of this paragraph is null and void.

K. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

L. Survival. The rights and obligations of the parties set forth in this paragraph, paragraphs 9, 10, 11, 12, 13, 14.E and 14.F and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

M. Counterparts. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission, electronic mail or other comparable means. This Agreement shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, (Franchisee) and KEYSTONE MANUFACTURING, LLC have signed this Agreement") as of the day and year first written above, and the person executing this Agreement") on behalf of each party represents and warrants that this Agreement") has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon and enforceable against the company in accordance with its terms.

For Buyer:

By:______________________________________

Name:____________________________________

Date:_____________________________________

Address:__________________________________
____

For Company: Keystone Manufacturing, LLC

By:______________________________________

Name: Amanda Gingold_______________________

Date:_____________________________________

EXHIBIT A Description of Equipment

Trailer build to meet requirements for licensing in (operating city and state) in the following zip codes at the time of delivery:

In the event of any inconsistency between the terms in the main body of the Agreement and the terms in Exhibit A attached hereto, the terms in the main body of the Agreement will control.

EXHIBIT B
FORM OF CERTIFICATE OF ACCEPTANCE

FINAL CERTIFICATE OF ACCEPTANCE FOR PURCHASE OF MOBILE KITCHEN

In compliance with the terms, conditions and provisions of the Purchase and Sale ("Agreement") dated ______________ (the "("Agreement")"), by and between the undersigned (Franchisee) (the "Buyer") and KEYSTONE MANUFACTURING, LLC (the "Company"), Buyer hereby:

1. (a) certifies and warrants that the vehicle and equipment described in the above- referenced ("Agreement") (the "Mobile Kitchen") is delivered and undamaged as of the Acceptance Date, as indicated and defined below;
2. (b) accepts the Mobile Kitchen for all purposes under the ("Agreement") and all attendant documents as of ______________ (the "Acceptance Date").

BUYER: ________________________________

By: ____________________________

Name: _________________________

Title: ___________________________

Buyer's Responsibility – Insurance, Tags and Inspections. Buyer acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by the Company on the Acquired Equipment shall be canceled upon delivery of the Acquired Equipment to, and the acceptance of, by Buyer. Buyer shall inspect and test all equipment and vehicles delivered under this agreement including the inspection of all workmanship performed by installation contractors, vehicle outfitters and other parties that performed any work on the conveyed equipment and vehicle. **Buyer accepts full responsibility for the condition, effectiveness, appropriateness, and use of the conveyed equipment and vehicle**. Buyer must inform the Company of any discovered problems or inspection failure prior to taking delivery of vehicle, and provide the Company at least 7 days to cure any flaw, at the Company's own expense. Upon acceptance of delivery, Buyer acknowledges compliance with these requirements and waives all rights of claim against the Company and agrees to indemnify the Company against all claims resulting from the ownership or use of conveyed equipment and vehicles. **Buyer agrees to ensure through due diligence and through its own inspection, assisted by professionals as it sees fit, that all equipment and vehicles comply with all applicable laws, regulations and rules including any weight and engineering requirements.**

By:______________________________________

Printed Name:______________________________

Date:_____________________________________

SCHEDULE I

MOBILE KITCHEN CONFIGURATION

EXHIBIT L

DONUTNV DEPOSIT AGREEMENT

This Agreement is made between DonutNV Franchising Inc., a Florida corporation ("Franchisor"), and ______________________, a resident of ____________________ ("Prospect").

Background Statement: Franchisor is the franchisor of the DonutNV brand. Prospect desires to reserve a territory for development of a DonutNV franchise.

1. Deposit and Reservation of Territory. Upon signing this Agreement, Prospect will pay a $5,000 deposit (the "Deposit") to Franchisor to reserve the territory or territories described on Exhibit A (the "Reserved Territory") until ____________________ (the "Expiration Date"). Franchisor will not sell a DonutNV franchise for the Reserved Territory to any person other than Prospect prior to the Expiration Date. If Prospect signs a DonutNV Franchise Agreement for the Reserved Territory for a total initial franchise fee of _________________________on or prior to the Expiration Date, the deposit will be applied towards the initial franchise fee. If Prospect does not sign a DonutNV Franchise Agreement by such date, then Franchisor may sell the Reserved Territory to another prospective franchisee.

2. Limited Refundability. Franchisor will refund the Deposit if and only if the parties do not sign a standard DonutNV Franchise Agreement because Franchisor decides not to proceed with a Franchise Agreement with Prospect or because Franchisor would be in violation of applicable law by executing a Franchise Agreement with Prospect. Otherwise, the Deposit is not refundable.

3 Miscellaneous. This Agreement contains the entire agreement of the parties concerning its subject, and no modification will be effective except by a written amendment executed by both of the parties. This Agreement is not an offer to enter into a franchise agreement and is not a grant to Prospect of an option to enter into a franchise agreement. This Agreement is governed by laws of the State of Florida. Any dispute regarding this Agreement will be resolved in state or federal courts of Orange County, Florida.

Agreed to by:

____
Name: _________________________
Date: __________________________

DONUTNV FRANCHISING INC.

By: ____________________________
Name: _________________________
Title: __________________________
Date: __________________________

<u>Exhibit A – Reserved Territory</u>

EXHIBIT M

CONFIDENTIALITY, NON-USE AND NON-COMPETITION AGREEMENT

This CONFIDENTIALITY, NON-USE AND NON-COMPETITION AGREEMENT (this "Agreement"), dated this ______________________, by and among DONUTNV FRANCHISING INC. and KEYSTONE AMUSEMENTS, LLC, KEYSTONE MANUFACTURING LLC, KEYSTONE AMUSEMENTS PROVISIONING LLC, AG REALTY PARTNERS LLC, and KEYSTONE AMUSEMENTS IP HOLDINGS, LLC (collectively, the "Franchisor"), and ________________________, having an address at _______ ____________ ("Franchisee"), and ___________________, each having an address(es) at ________________________ (each of whom are the Owners of Franchisee, as defined herein).

W I T N E S S E T H:

WHEREAS, Franchisor is principally engaged in the business of developing and selling franchises in the operation of an interactive mobile mini donut making business, which specializes in preparing, cooking, and serving mini donuts, along with other food items and specialty beverages, via a customized vehicle trailer (the "Franchised Business"); and

WHEREAS, Franchisee is an individual or entity which has entered into, or is considering entering into, a Franchise Agreement with Franchisor ("Franchise Agreement"); and

WHEREAS, during the course of the relationship between Franchisor and Franchisee certain information has been and/or will be provided to and received by Franchisee and its Owners relating to the Franchisor, including without limitation, certain knowledge, know-how, methods and procedures, some of which constitute trade secrets under applicable law regarding: (i) the Franchisor, its affiliates and its subsidiaries; (ii) the development, management, and operation of DonutNV franchised businesses, including without limitation: (a) the Confidential Operations Manual; (b) operational specifications, standards, systems and procedures and knowledge and experience used in developing and operating the System; (c) recipes, preparation instructions and methods for preparation of various menu items and inventory system methods including those relating to inventory control, storage, product and handling; (d) site selection criteria; (e) training and operations materials and manuals; (f) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques; (g) business forms and accounting procedures; (h) advertising materials, social media materials and use of certain social media platforms; (i) database material, customer lists, records, files, instructions and other proprietary information; (j) identity of suppliers and knowledge of supplier discounts, specifications, processes, procedures and equipment, contract terms, pricing for authorized products, materials, supplies and equipment; (k) any computer software or similar technology which is proprietary to Franchisor or its affiliates, including without limitation digital passwords and identifications and any source code, as well as data, reports and other printed materials; (l) knowledge of the operating results and financial performance of the System; (m) graphic designs and related intellectual property, and (n) information and material concerning the fabrication of the Units (collectively, "Confidential Information") which Franchisor and its affiliates consider proprietary.

NOW, THEREFORE, for One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. Acknowledgments

(a) Franchisee and its Owners acknowledge that Franchisee and its Owners have been and/or will be given access to the Confidential Information during the course of the relationship between Franchisee and Franchisor, which includes information exchanged prior to the Franchisee's execution of the Franchise Agreement.

(b) Franchisee and its Owners acknowledge that (i) Franchisor and its affiliates own all right, title and interest in and to the System; (ii) the System consists of Confidential Information that gives the Franchisor and its affiliates a competitive advantage; (iii) the Franchisor and its affiliates have taken all measures necessary to protect the Confidential Information; (iv) all Confidential Information now or hereafter provided or disclosed to Franchisee and its Owners is disclosed in confidence; (v) Franchisee and its Owners have no right to disclose any Confidential Information to anyone who is not a Recipient pursuant to a Confidential Business Relationship, as such terms are defined below; (vi) Franchisee and its Owners will not acquire any ownership interest in the Confidential Information or the System; and (vii) the use or duplication of the Confidential Information and/or the System or any part of the Confidential Information and/or the System in any other business by Franchisee and/or its Owners would constitute an unfair method of competition, for which Franchisor would be entitled to all legal and equitable remedies, including injunctive relief without posting a bond.

2. Non-Disclosure and Return of Confidential Information

(a) Franchisee and its Owners, on his, her and/or their own behalf, and, if a corporation, limited liability company or partnership, on behalf of its officers, directors, shareholders, members, partners, employees, agents, affiliates, pledges and agrees that for a period commencing on the date of this Agreement and continuing thereafter, in the absence of prior written consent by Franchisor: (i) will keep all Confidential Information in strict confidence; (ii) will not communicate or disclose Confidential Information to any unauthorized person or entity and will only disclose those parts of the System to a Recipient that such Recipient needs to know; (iii) will not use the Confidential Information for any purpose other than as directed by and needed for Franchisor's use; (iv) will inform its affiliates and the professional and financial advisors of Franchisee, its Owners and Franchisee's affiliates of the confidential nature of the Confidential Information; (v) will not reproduce or use the Confidential Information; (vi) will have a system in place to ensure that the Recipients keep confidential Franchisor's trades secrets and Confidential Information; and (vii) will cause any individual or entity ("Recipient") who is or is about to be employed by Franchisee or has entered or is about to enter into some form of contractual relationship with Franchisee (collectively "Confidential Business Relationship") pursuant to which Recipient shall likely receive Confidential Information in furtherance of the Confidential Business Relationship to execute a confidentiality, non-use and non-competition agreement substantially similar in form to this Agreement.

(b) Confidential Information provided by Franchisor to Franchisee, its Owners, its professional and financial advisors, its affiliates and their respective professional and financial advisors or to any other third party in the course of the parties' relationship shall be returned to Franchisor immediately upon termination or expiration of the Franchise Agreement, or otherwise upon the termination of Franchisee and its Owners business relationship with the Franchisor. Franchisee, its Owners, Franchisee's affiliates, professional advisors and financial advisors or any other third party shall not retain any book, record, report, design, plan, material, copy, note, abstract, compilation, summary, extract or other reproduction, whether in paper or electronic form, of the Confidential Information and shall not retain any copy, note or extract of such Confidential Information, except as the parties hereto may agree in writing.

3. Covenants

(a) Franchisee and its Owners acknowledge that Franchisor has granted, or intends to grant, Franchisee the franchise in consideration of and reliance upon the agreement of Franchisee and its Owners to deal exclusively with Franchisor; to maintain the confidentiality of all of the Confidential Information; to refrain from using any Confidential Information in any manner not permitted by Franchisor in accordance with Section 2 above; and to protect and preserve the goodwill of the Franchisor.

(b) Franchisee and its Owners further acknowledge and agree that (i) pursuant to the Franchise Agreement and otherwise in connection with any training or information concerning the System Franchisor provides Franchisee, its Owners and/or their respective affiliates, Franchisee and its Owners will have access from the Franchisor and its affiliates to valuable trade secrets, specialized training and Confidential Information regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; (ii) the System and the opportunities, associations, and experience established by Franchisor and acquired by Franchisee under the Franchise Agreement are of substantial and material value; (iii) in developing the System, Franchisor and its affiliates have made and continue to make substantial investments of time, technical and commercial research and money; (iv) Franchisor would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information about DonutNV franchisees if DonutNV franchisees and owners were permitted to hold interests in Competitive Businesses (as defined below); and (v) restrictions on the right to hold interest in or perform services for Competitive Businesses by Franchisee or its Owners will not unreasonably or unnecessarily hinder the activities of Franchisee or its Owners.

(c) Accordingly, Franchisee and its Owners covenant and agree that (i) prior to and during the term of the Franchise Agreement and for an uninterrupted period of two (2) years after the later of: (A) the termination or expiration of the Franchise Agreement (regardless of the cause for termination or expiration); (B) the Transfer, as defined in the Franchise Agreement, of the franchise; or (C) the date of a final non-appealable judgment or order of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3, or (ii) if no Franchise Agreement is entered into, an uninterrupted period of two (2) years after the Franchisee first becomes privy to any Confidential Information, Franchisee and each of its Owners shall not directly or indirectly for itself or through on behalf of or in conjunction with any person, firm, partnership corporation or other entity in any manner whatsoever:

(1) Divert or attempt to divert any actual or potential business or customer of the Franchised Business to any competitor or otherwise take any action injurious or prejudicial to the goodwill associated with the DonutNV, Keystone Amusements, Make Your Next Party Sweet!, Watch The Donuts, (collectively, the "Principal Trademarks"), and the System.

(2) Employ or seek to employ any person who is then employed or who was employed within the immediately preceding twenty-four (24) months, by Franchisor or any DonutNV franchisee or develop, or otherwise directly or indirectly induce such person to leave his or her employment without obtaining the employer's prior written permission.

(3) Own, maintain, develop, operate, engage in, franchise or license, make loans or gifts to or have any direct or indirect interest in or render services as a director, officer, manager, employee, consultant, representative, or agent or give advice to any Competitive Business (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subsection).

(d) During the term of the Franchise Agreement (if applicable), there is no geographical limitation on these restrictions, meaning that Franchisee and each of its Owners and Guarantors shall not engage in the conduct referred to in subsections 3(c)(1), (2) and (3) at any location. During the two-year period following the later of: (i)(A) the termination or expiration of the Franchise Agreement (regardless of the cause for termination or expiration), (B) the Transfer of the franchise or (C) the date of a final non-appealable judgment or order of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3; or (ii) if no Franchise Agreement is entered into, the date first set forth above, these restrictions shall apply:

(1) at the location of Franchisee's DonutNV location (if applicable);

(2) within twenty-five (25) miles of Franchisee's DonutNV location (if applicable); or

(3) within twenty-five (25) miles of the location of any other DonutNV location, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates at any time.

(e) Franchisee and its Owners covenant not to engage in any activity which might injure the goodwill of the Principal Trademarks or the System at any time. This provision shall survive termination of this Agreement.

(f) Franchisee and its Owners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, the enforcement of the covenants made in this Section 3 will not deprive Franchisee or its Owners of their personal goodwill or ability to earn a living.

(g) Franchisee and its Owners agree and acknowledge that each of the covenants contained herein are reasonable limitations as to time, geographical area and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the know-how, reputation, goodwill and other legitimate business interests of Franchisor and its affiliates, including but not limited to: (i) maintaining the confidential nature of the Confidential Information; (ii) preserving the Franchisor's ability to develop franchisees at or near the Franchisee's former location and within the territorial boundaries of the restrictive covenant described above in subsection 3(d)(1), (2) and (3), in each case, as applicable; (iii) preventing potential customer confusion; (iv) protecting other franchisees from competition from Franchisee; and (v) protecting the System as a whole including the franchisee network. If any provision of this Agreement (including any sentences, clauses, or any part thereof) shall be held contrary to law or incomplete or unenforceable in any respect, the remaining provisions shall not be affected but shall remain in full force and effect; any invalidated provisions shall be severed and this Agreement modified to the extent necessary to render it valid and enforceable.

(h) Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant contained in this Section 3 effective immediately upon Franchisee's receipt of written notice and Franchisee agrees to comply forthwith with any covenants as so modified which will be enforceable notwithstanding the provisions of Section 6.

4. Enforcement. Franchisee and its Owners acknowledge that violation of the covenants contained in this Agreement would result in immediate and irreparable injury to Franchisor and its affiliates for which no adequate remedy at law will be available. Accordingly, Franchisee and its Owners hereby consent to the entry of an injunction procured by Franchisor and/or its affiliates prohibiting any conduct by Franchisee and its Owners in violation of the terms, covenants and/or restrictions of this Agreement without the need of a bond. Franchisee and its Owners expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these terms, covenants and/or restrictions was accomplished by and through my unlawful utilization of the Confidential Information. Further, Franchisee and its Owners expressly agree that any claims Franchisee may have against Franchisor and/or its affiliates will not constitute a defense to the enforcement of the terms, covenants and/or restrictions set forth in this Agreement by Franchisor and/or its affiliates. Franchisee and its Owners further agree to pay all costs and expenses (including attorneys' fees, experts' fees, court costs and all other expenses of litigation) incurred by Franchisor and/or its affiliates in connection with the enforcement of the terms, covenants and/or restrictions of this Agreement.

5. Definitions

(a) As used herein, (with respect to Franchisee) "affiliates" means any and all corporations, limited liability companies, partnerships, trusts or other entities controlling, controlled by or under common control with Franchisee. For purposes of this definition, the term "control" shall mean the control or ownership of ten percent (10%) or more of the beneficial interest in the person or entity referred to.

(b) The term "Competitive Business" means (i) any business involving the establishment and/or operation of a mobile mini donut making business, or (ii) any business granting franchises or licenses to others to operate such a business.

(c) The term “Owners” shall mean any individual or entity (including all spouses, partners, members or shareholders of such individual or entity) that has any direct or indirect ownership interest of over five percent (5%) in Franchisee, (or at such later time as they assume such status) whether or not such interest is of record, beneficially or otherwise. The term “Owners” shall also include individuals, partners, members and shareholders and (spouses of such individuals, partners, members and shareholders) with an ownership interest of over five percent (5%) in any partnership, corporation or limited liability company that holds a controlling interest in the Franchisee entity. Franchisee represents that the individuals identified in the introductory paragraph herein as “Owners” constitute all of the “Owners” as defined by this paragraph.

(d) Any capitalized term that is not defined in this Agreement shall have the meaning given to it in the Franchise Agreement.

6. Miscellaneous

(a) Franchisor and/or its affiliates make no representations or warranties as to the accuracy or completeness of the Confidential Information provided to Franchisee and shall not be liable, directly or indirectly, to Franchisee or any of Franchisee's subsidiaries or affiliates as a result of any use of the Confidential Information by or on behalf of Franchisee and/or its subsidiaries or affiliates. Franchisee specifically waives any and all claims for any loss or damage suffered by it due to its use of the Confidential Information and agrees to indemnify and hold Franchisor and its affiliates harmless for any claims made against Franchisor and/or its affiliates based upon Franchisee's provision of the Confidential Information to third parties.

(b) This Agreement shall be binding upon and shall inure to the benefit of Franchisor, Franchisee the Owners and their respective subsidiaries, affiliates, successors and assigns.

(c) This Agreement shall be governed by the laws of the State of Florida without recourse to Florida (or any other) choice of law or conflict of law principles.

(d) This Agreement and any governing Franchise Agreement are intended to complement each other. To the extent any provisions or language contained in this Agreement conflicts with any governing Franchise Agreement in effect, the provisions or language contained within this Agreement shall control if the provisions or language in this Agreement is broader in scope than the provisions or language contained in the Franchise Agreement.

(e) This Agreement may be executed in counterparts and each copy so executed and delivered shall be deemed an original.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

FRANCHISOR:

DONUTNV FRANCHISING INC. on behalf of itself and
KEYSTONE AMUSEMENTS LLC
KEYSTONE AMUSEMENTS IP HOLDINGS, LLC
KEYSTONE MANUFACTURING LLC

By:____
Name:______________________________________
Title:_______________________________________
Date:_______________________________________

FRANCHISEE:

By:____
Name:______________________________________
Title:_______________________________________
Date:_______________________________________

OWNERS:

____

____

____

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If DonutNV Franchising Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If DonutNV Franchising Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone No.
Kristen Seitz	431 Citrus Tower Blvd, Suite 103, Clermont, FL 34711	1.833.DonutNV
Juan Valdez	431 Citrus Tower Blvd, Suite 103, Clermont, FL 34711	1.833.DonutNV
Kevin McLenithan	431 Citrus Tower Blvd, Suite 103, Clermont, FL 34711	1.833.DonutNV
Amanda Gingold	431 Citrus Tower Blvd, Suite 103, Clermont, FL 34711	1.833.DonutNV
Alex Gingold	431 Citrus Tower Blvd, Suite 103, Clermont, FL 34711	1.833.DonutNV

Issuance Date: June 28, 2026

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

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Development Rights Rider
D. Financial Statements
E. Operations Manual Table of Contents
F. Current and Former Franchisees
G. State Addenda to Disclosure Document
H. State Addenda to Franchise Agreement
I. Form of General Release
J. Mobile Unit Package
K. Purchase and Sale Agreement for Mobile Kitchen
L. Deposit Agreement
M. Confidentiality, Non-Use and Non-Competition Agreement

Signature: ___________________________
Print Name: __________________________
Date Received: ________________________

Keep This Copy For Your Records

Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If DonutNV Franchising Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If DonutNV Franchising Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

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K. Purchase and Sale Agreement for Mobile Kitchen
L. Deposit Agreement
M. Confidentiality, Non-Use and Non-Competition Agreement

Signature: ______________________________
Print Name: _____________________________
Date Received: ___________________________

Return This Copy to:

DonutNV Franchising Inc.
431 Citrus Tower Blvd Suite 103
Clermont, FL 34711