

**EXHIBIT A**  
**TO THE FRANCHISE DISCLOSURE DOCUMENT**  
**LIST OF FRANCHISEES**

**Makis Place Franchisee Chart/As of April 16, 2014**

City	St	Owner(s)	Mo/Yr Signed FA	Open Date	New Owner(s)	Closed/ Date	Transfer / Date	Future Open Date	Address/Email/ Phone/
Miami	FL	Mario and Nicelecia Stevenson	11 2 2013					2014	401 Biscayne Boulevard- Bayside Marketplace- No 2260

- (4) The Franchisee satisfies the Franchisor that it has the right to remain in possession of the Franchised Location for the renewal term, and is not in default of any provision of any lease for the Franchised Location,
- (5) The Franchisee shall execute and deliver to the Franchisor a new Franchise Agreement for the renewal term in the Franchisor's then-current standard form, which may include terms and conditions which differ from those contained in this Agreement, including, without limitation, a higher royalty and greater expenditures for advertising and promotion than are provided hereunder,
- (6) The Franchisee and all guarantors shall, at the option of the Franchisor, execute a release of any claims it and they may have against the Franchisor and its directors or officers, and any direct or indirect licensor of Franchisor, in a form satisfactory to the Franchisor's attorney, and
- (7) The Franchisee shall carry out the Franchisor's required upgrading, replacements, repairs and improvements to the Franchised Location and Franchised Business and the equipment used therein in order to conform to the Franchisor's then-current image, standards and specifications

## **1 6 System Changes**

The Franchisor shall have the right to make changes, modifications or additions to the System as described herein from time to time on reasonable notice in writing to the Franchisee. The Franchisee acknowledges that some of such changes may be material and may involve required expenditures due to the addition or substitution of new products, services, inventory, supplies, other equipment or technology, or an alteration of specifications or standards. Upon receipt of notice, the Franchisee agrees to comply with and carry out all such changes, modifications and additions, and to undertake and satisfactorily complete any additional training requirements, at its own expense, within the time reasonably specified by such notice, as if they were a part of the System at the time of execution of this Agreement.

## **2 TENANCY AND DEVELOPMENT**

### **2 1 Lease of Franchised Location**

If Franchisee leases the Franchised Location directly from a landlord of such premises

- (a) the Franchisee shall do so only with the prior written consent of the Franchisor, and the Franchisee agrees that it will not enter into any offer to lease or lease of the Franchised Location until it shall first have submitted the proposed offer to lease or lease to the Franchisor, and the Franchisor shall have given its written approval of the terms and conditions of the proposed offer to lease,
- (b) the Franchisor may request that the lease contain terms satisfactory to the Franchisor to protect the Franchisor's interests in the Franchised Location as an operating MAKIS PLACE outlet, to the effect that the landlord will agree not to lease any other premises in the same development or mall to a business which rents or sells competing products,
- (c) the landlord will agree to notify the Franchisor in the event of any breach or default of the lease by the Franchisee, or any failure by the Franchisee to exercise a right of renewal of the lease, or any application by the Franchisee for consent to assign or sublet the lease, and the landlord will allow the Franchisor the right to cure the breach or default or exercise any right of renewal in the place and instead of the Franchisee and to succeed to the rights of

the Franchisee as the lessee under the lease, or to also give its consent to the proposed assignment or subletting,

- (d) The Landlord will agree to allow the Franchisor or its agents to enter upon the Franchised Location at any reasonable time as required in order to enforce the Franchisor's rights pursuant to this Agreement,
- (e) The landlord will recognize an assignment of the lease from the Franchisee to the Franchisor carried out pursuant to the terms of this Agreement,
- (f) the Franchisee shall not assign or sublet the lease during the term of this Agreement without first offering the assignment or subletting to the Franchisor, or the Franchisor's nominee, and if the Franchisor, or the Franchisor's nominee, shall not accept the assignment or subletting within 10 days, then the Franchisee may only assign or sublet the lease with the prior written consent of the Franchisor, pursuant to this Agreement,
- (g) any monies expended by the Franchisor to cure a breach or default or to pay any arrears owing by the Franchisee under the lease shall be deemed to be additional sums due to the Franchisor hereunder and shall be paid by the Franchisee to the Franchisor immediately upon demand, and
- (h) The Franchisee agrees that the Franchisor may negotiate directly with the landlord regarding the above matters, and that if the landlord enters into an agreement for the purposes described above with the Franchisor, then the Franchisee shall also enter into and execute the agreement with the landlord and the Franchisor

## **2 2 Opening of Franchised Location**

The Franchisee shall do all such things which are the Franchisee's responsibility so that the Franchised Location shall be open for business 180 days after the signing of this Agreement, but in no event later than 3 months after securing the Franchised Location, including but without limitation, the payment of all monies payable by the Franchisee. The Franchised Location shall not be opened without the prior written approval of the Franchisor, which approval shall not be unreasonably withheld. The Franchisee shall open the Franchised Location for business and commence the conduct of its business within five days after the Franchisor's determination that the Franchised Location is in suitable condition therefore and that the Franchisee and its staff have been successfully trained according to the Franchisor's standards.

## **3 PRODUCTS AND SUPPLIES**

### **3 1 Required Purchase and Use of Equipment and Signs**

The Franchisee shall purchase and install all signs and displays required by the Franchisor for use in the operation of the Franchised Business only from the Franchisor or suppliers designated or approved by the Franchisor from time to time.

### **3 2 Software Program(s)**

The Franchisee shall also license or sublicense (as the case may be) from the Franchisor or suppliers designated or approved by the Franchisor from time to time, an inventory control and tracking software system and shall execute and deliver to the Franchisor on request, the form of licensing or sublicensing

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