

## SITE ANALYSIS AGREEMENT

This Site Analysis Agreement (this "Agreement") is made and entered into by and between Casey Hawkins, Inc. ("THB") and John McDonald and Derrick Berry ("Prospective Franchisee") on this date, October, 24th 2022 (the "Effective Date").

### RECITALS

Prospective Franchisee has received and reviewed the THB Franchise Disclosure Document, describing THB's franchised drive-thru espresso and coffee business. Prospective Franchisee is applying to become a THB franchisee. In consideration of Prospective Franchisee's payment of Five Thousand Dollars (\$5,000), THB is willing to analyze sites proposed by Prospective Franchisee for Prospective Franchisee's THB outlet.

### TERMS

1. Prospective Franchisee acknowledges that the THB Franchise Disclosure Document, together with a copy of this Agreement, was received by Prospective Franchisee on October, 24th 2022.
2. Together with a signed copy of this Agreement, Prospective Franchisee attaches a completed copy of THB's Site Analysis Form, with all documents and information required for each site to be evaluated by THB. Prospective Franchisee may submit multiple proposed sites for evaluation by THB up to a maximum of ten (10) sites, provided that each of the proposed sites is within fifty (50) miles of each of the other proposed sites.
3. THB acknowledges receipt of the sum of Five Thousand Dollars (\$5,000) from Prospective Franchisee (the "Site Analysis Fee"). If THB, in the exercise of its reasonable business judgment, deems one or more of Prospective Franchisee's proposed sites suitable for a THB outlet, THB will apply the Site Analysis Fee to the Initial Franchise Fee of Thirty Thousand Dollars (\$30,000) payable by Prospective Franchisee upon the execution of a franchise agreement with THB, provided that Prospective Franchisee signs the franchise agreement within ninety (90) days of receipt of the site approval from THB.
4. The Site Analysis Fee is nonrefundable. If THB and Prospective Franchisee are unable to agree on a site for the THB outlet, or on the terms of the franchise agreement, or if for any other reason Prospective Franchisee does not enter into a franchise agreement with THB, the Site Analysis Fee will be deemed fully earned by THB and will not be refunded.
5. If THB approves one or more of the proposed sites, Prospective Franchisee will have ninety (90) days from the receipt of notice of site approval to enter into a franchise agreement with THB. If Prospective Franchisee does not enter into a franchise agreement with THB within the allotted time, the Site Analysis Fee will be deemed fully earned by THB and will not be refunded, even if a franchise agreement is entered into at a later time. Nothing in this Agreement will be construed to require either party to enter into a franchise agreement with the other party.

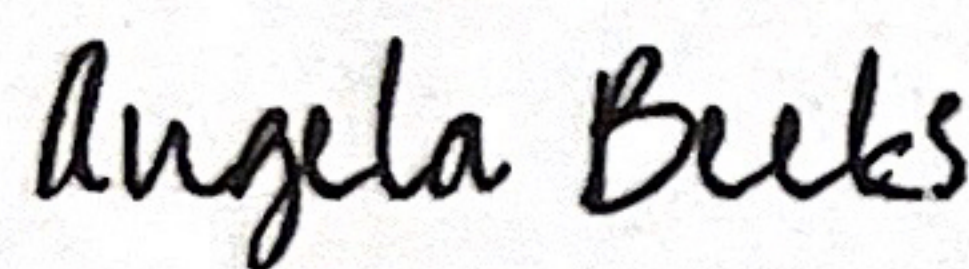
6. The rights and liabilities of the parties arising out of or relating to this Agreement will be governed by the laws of the state of Oregon, and any dispute arising out of or relating to this Agreement will be submitted to binding arbitration in Medford, Oregon, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award may be entered in any court of competent jurisdiction; provided, however, that either party may seek preliminary injunctive or other equitable relief pending arbitration to prevent irreparable harm. The prevailing party in any arbitration or litigation will be entitled to recover all reasonable expenses thereof, including attorneys' fees in connection with such proceedings or any appeal thereof. Any court proceedings authorized under this Section will be conducted exclusively in state or federal courts located in Jackson County, Medford, Oregon. The parties hereby waive to the fullest extent permitted by law any right to or claim of any consequential, punitive, or exemplary damages against the other and agree that in the event of a dispute between them each will be limited to the recovery of any actual damages sustained by it.

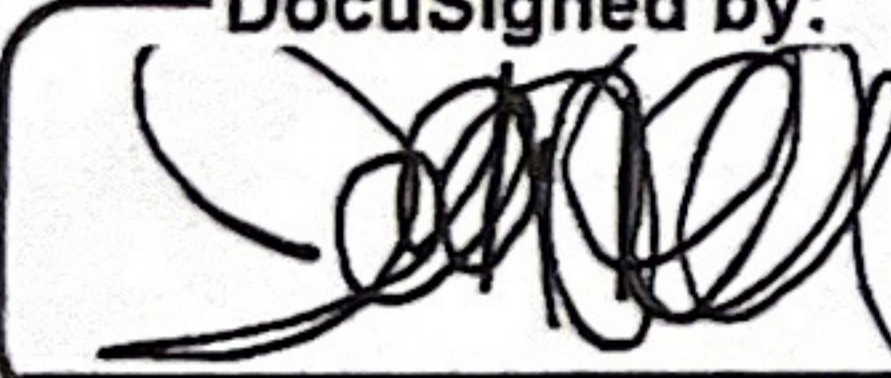
7. If any provision of this Agreement is deemed by operation of law altered or void, all other provisions of this Agreement will remain in full force and effect.

8. Failure of a party to insist upon the strict performance of any term, covenant, or condition contained in this Agreement will not constitute or be construed as a waiver or relinquishment of that party's rights to enforce thereafter any such term, covenant, or condition and it will continue in full force and effect.

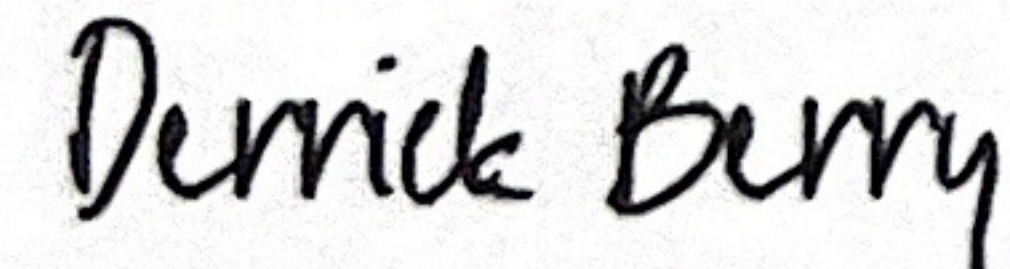
In witness whereof, the parties hereto have executed and delivered this Site Analysis Agreement effective on the date stated above.

FOR CASEY HAWKINS, INC.

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FOR FRANCHISEE

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Signature

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