FRANCHISE DISCLOSURE DOCUMENT

Abu Omar Halal Franchise LLC
A Texas limited liability company
2603 Augusta Drive, Unit 175
Houston, Texas 77057
(855) 228-6277 Ext. 1
franchise@abuomarhalal.com
www.abuomarhalal.com

Abu Omar Halal franchises operate restaurants and food trucks featuring halal food ("Abu Omar Halal Business(es)"). Franchisees may operate a storefront restaurant that offers takeout, in-store dining, delivery and catering services ("Restaurant") and/or a food truck ("Food Truck").

The total investment necessary to begin operation of an Abu Omar Halal franchised Restaurant business is between $361,300 and $794,500. This includes between $119,750 and $183,400 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a converted Abu Omar Halal franchised Restaurant business is between $293,300 and $544,000. This includes between $119,750 and $183,400 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of an Abu Omar Halal permanent Food Truck business is between $266,000 and $440,500. This includes between $189,750 and $313,400 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of an Abu Omar Halal franchised Restaurant business with a mobile Food Truck is between $595,350 and $1,169,250. This includes between $286,000 and $459,650 that must be paid to the franchisor or its affiliate(s).

Abu Omar Halal area developers acquire the right to develop multiple Abu Omar Halal Businesses in a designated development area. The total investment necessary to begin operation as an area developer with three Abu Omar Halal Businesses is between $1,048,900 and $2,348,500. This includes between $324,250 and $515,200 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement 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, contact Mohammad Altawaha at 2603 Augusta Drive, Unit 175, Houston, Texas 77057, (855) 228-6277 Ext, 1 or franchise@abuomarhalal.com.

The terms of your contract will govern your franchise relationship. Do not 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, DC 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 19, 2025, as amended November 14, 2025

How to Use This Franchise Disclosure Document

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

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

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

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

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

5. **Going Concern**. The auditor's report on the franchisor's financial statements expresses substantial doubt about the franchisor's ability to remain in business. This means that the franchisor may not have the financial resources to provide services or support to you.

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.

NOTICE REQUIRED BY
STATE OF MICHIGAN

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 the franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections 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 terms 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 six (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 or 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 subfranchisor.

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

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

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

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

The fact 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 the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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

To simplify the language in this Franchise Disclosure Document, "AOHF," "we," "us" and "our" means Abu Omar Halal Franchise LLC, the franchisor. "You," "your" and "Franchisee" means the person, and its owners if the Franchisee is a business entity, who buys the franchise from AOHF.

The Franchisor

AOHF is a Texas limited liability company formed on May 26, 2023. We operate under our corporate name and the name Abu Omar Halal. Our principal business address is 2603 Augusta Drive, Unit 175, Houston, Texas 77057. We offer franchises ("Abu Omar Halal Franchise(s)" or "Franchise(s)") for Abu Omar Halal Businesses and have done so since March 2025. We are an approved supplier of several food items. We do not conduct business under any other name or in any other line of business and we do not offer franchises in any other line of business. We do not conduct, and have never conducted, a business of the type described in this Franchise Disclosure Document. We do not have a predecessor or parent company.

Our affiliate, Abu Omar Halal LLC ("AOH") shares our principal address. AOH does not, nor has it ever offered franchises for Abu Omar Halal Businesses or franchises in any other line of business. AOH owns and controls the intellectual property for the Abu Omar Halal Franchises and licenses it to us. AOH is also an approved supplier of food products, food trucks, truck wrap, signage and equipment for our franchisees. AOH currently operates one Abu Omar Halal Restaurant in Houston, Texas, which opened in 2015.

Our president, Mohammad Altawaha, currently owns (or co-owns) eight Abu Omar Halal Restaurants through various legal entities in the cities listed below:

Location	Year Opened
Houston, Texas	2016
Houston, Texas	2018
Temple Terrace, Florida	2020
Richardson, Texas	2020
Arlington, Texas	2020
Anaheim, California	2022
Glendora, California	2023
Austin, Texas	2024

Our president, Mohammad Altawaha, also currently owns (or co-owns) 14 Abu Omar Halal Food Trucks through various legal entities in the cities listed below:

Location	Year Opened
Houston, Texas	2016
Katy, Texas	2016
Spring, Texas	2017
Austin, Texas	2017

Location	Year Opened
San Antonio, Texas	2017
Sugar Land, Texas	2017
Houston, Texas	2018
College Station, Texas	2018
Oklahoma City, Oklahoma	2020
Edmond, Oklahoma	2023
Houston, Texas	2023
Baton Rouge, Louisiana	2024
Sugar Land, Texas	2024
Houston, Texas	2024

Additionally, Mohammad Altawaha owns two Abu Omar Halal cloud kitchen businesses in Pearland, Texas (since 2020) and Houston, Texas (since 2023).

Our agent for service of process in Texas is Mohammad Altawaha, 2603 Augusta Drive, Unit 175, Houston, Texas 77057. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

The Franchise

Abu Omar Halal franchisees operate restaurants and/or food trucks featuring halal food. Franchisees may operate a Restaurant that offers takeout, in-store dining, delivery and catering services. Franchisees must either operate a Restaurant or "Permanent Food Truck," which is a food truck that is parked in a permanent location and operates according to the same standards as a Restaurant. Franchisees will sign a franchise agreement for each Restaurant and/or Food Truck they operate. If a Franchisee operates a Restaurant, it may, at its option add a "Mobile Food Truck" to occasionally cater events in the Franchisee's territory. If you add a Mobile Food Truck to your existing Restaurant, you will sign the Mobile Food Truck Addendum attached to this Franchise Disclosure Document as Exhibit H-10. Our operating system includes recognizable design, décor color scheme, recipes, uniform standards, specifications, rules and procedures of operation, techniques, philosophies, quality and uniformity of products and services offered and procedures for inventory and management control ("System"). We grant franchises to operate Abu Omar Halal Businesses using the System and our trade names, trademarks, service marks, emblems, logos, slogans and copyrights ("Marks") as authorized by us from an approved location.

You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit C ("Franchise Agreement"). You may operate one Abu Omar Halal Business for each Franchise Agreement you sign.

We also offer conversion opportunities to existing independent businesses that provide services and products similar to those offered by Abu Omar Halal Businesses ("Conversion Franchise"). To be eligible to convert to an Abu Omar Halal Business, you must have operated your business for at least six months at the time of conversion. Conversion Franchise owners must modify their business premises and/or

Food Truck to our design plans and specifications, use our Marks, and complete our training. Conversion Franchise owners must sign the conversion addendum attached to this Franchise Disclosure Document as Exhibit H-8.

We also offer to select qualified persons ("Area Developers") the opportunity to sign our area development agreement ("Area Development Agreement") and acquire the right to develop multiple Abu Omar Halal Businesses in a designated development area ("Development Territory") in accordance with a specified development schedule ("Development Schedule"). The Development Territory will be established based on the consumer demographics of the Development Territory, geographical area, city, county and other boundaries. If you enter into an Area Development Agreement, you must sign a Franchise Agreement for your first Abu Omar Halal Business ("Initial Franchise Agreement") at the same time that you sign the Area Development Agreement. You will be required to sign our then-current form of Abu Omar Halal Franchise Agreement, which may differ from the current Franchise Agreement included with this Franchise Disclosure Document for each Abu Omar Halal Business that you develop under the Area Development Agreement, except that any additional franchise agreements signed pursuant to the Development Schedule will have the same royalty rate as the Initial Franchise Agreement. Unless otherwise stated, any reference in this Franchise Disclosure Document to "you" or "franchisee" includes you both as an Area Developer under an Area Development Agreement and as a franchisee under a Franchise Agreement.

Market and Competition

The primary market for the products and services offered by the Abu Omar Halal Business is the general public. The products and services offered by Abu Omar Halal Businesses are not seasonal. The restaurant market, as a whole, is well-developed and highly competitive and includes retail units, mobile food trucks, and kiosks selling various types of food. You may have to compete with numerous other independent and chain-affiliated restaurants and/or food trucks, some of which may be franchised. Many restaurant and food truck franchise systems, in particular, have already established national and international brand recognition.

Industry-Specific Laws

Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Abu Omar Halal Business, including those which: (a) establish general standards, specifications and requirements for the construction, design and maintenance of the location of the Abu Omar Halal Business; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements; employee practices concerning the storage, handling and preparation of food; restrictions on smoking and exposure to tobacco smoke or other carcinogens or reproductive toxicants and saccharin; availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) govern the use of vending machines; (f) regulate the proper use, storage and disposal of waste, insecticides and other hazardous materials; (g) establish general requirements or restrictions on advertising containing false or misleading claims, or health and nutrient claims on menus or otherwise, such as "low calorie" or "fat free"; and (h) establish requirements concerning withholdings and employee reporting of taxes on tips. You must also obtain all necessary permits, licenses and approvals to operate your Abu Omar Halal Business.

Many local or state jurisdictions require food service permits for those preparing, handling and serving food to the public. You and your employees may be required to pass a test or other certification

process to obtain these permits. There may also be local ordinances and regulations governing food storage, preparation and serving.

You must obtain all required licenses, permits, and approvals to operate your Abu Omar Halal Business. Some states and local jurisdictions may have enacted or may in the future enact laws, rules, regulations, and ordinances which may apply to the Abu Omar Halal Business. These regulations may establish certain standards, specifications, and requirements that must be followed by you.

The Payment Card Industry Data Security Standard ("PCI") requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data. Franchisees must also be sure to comply with applicable federal and state laws regulating the privacy and security of sensitive consumer and employee information.

You are responsible for investigating, understanding and complying with all applicable laws, rules, regulations, ordinances and requirements applicable to you and your Abu Omar Halal Business. You should consult with a legal advisor about whether these and/or other requirements apply to your Abu Omar Halal Business. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2
BUSINESS EXPERIENCE

President: Mohammad Omar Altawaha

Mr. Altawaha is our President in Houston, Texas and has been since our inception in May 2023. He is also the President and CEO of our affiliate, AOH, in Houston, Texas and has been since June 2015.

Operations Manager: Rami Alkhatib

Mr. Alkhatib is our Operations Manager in Houston, Texas and has been since our inception in May 2023. He is also the Operations Manager of our affiliate, AOH, in Houston, Texas and has been since October 2022. From June 2021 to September 2022, Mr. Alkhatib was Operations Manager of AOH in Raleigh, North Carolina. From January 2019 to May 2021, Mr. Alkhatib was Operations Manager of AOH in Dallas, Texas.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

Deposit Fee

We may allow potential franchisees to reserve an area which they may later purchase an Abu Omar Halal Business ("Reserved Territory") by signing the "Deposit Agreement" in the form attached as Exhibit H-1 ("Deposit Agreement"). Under the Deposit Agreement, a franchisee will pay us a deposit of $10,000 ("Deposit") for the Reserved Territory, and we will agree not to award a franchise for or operate our own Abu Omar Halal Business within that Reserved Territory for a period of 30 days ("Reservation Period"). The Deposit will be credited against the Initial Franchise Fee for the Abu Omar Halal Business for the Reserved Territory if you purchase it prior to the expiration of the Reservation Period, otherwise the Deposit is entirely nonrefundable in all circumstances. The Deposit may not be applied to the Initial Franchise Fee for an Abu Omar Halal Business franchise with a territory other than the Reserved Territory without our consent. If you execute a Deposit Agreement but fail to purchase the Abu Omar Halal Business franchises for the Reserved Territory within the Reservation Period, you forfeit the Deposit and must sign a release of any claims against us. If you execute a Deposit Agreement and desire to complete the purchase of the Abu Omar Halal Business franchises for the Reserved Territory, you must comply with all of our requirements for obtaining a franchise, including signing our Franchise Agreement and paying the full remainder of the Initial Franchise Fee.

Initial Franchise Fee

The "Initial Franchise Fee" for a single Abu Omar Halal Business is $35,000. The initial Franchise Fee is payment for the pre-opening assistance that we provide to you to allow you to open your Abu Omar Halal Business and also offsets some of our franchise recruitment expenses. The Initial Franchise Fee is uniform except for the discounts described below, fully earned by us once paid and is non-refundable under any circumstances. The Initial Franchise Fee is payable when you sign your Franchise Agreement. During our last fiscal year ended December 31, 2024, we did not collect any initial franchise fees.

Charter Franchise Discount

We currently offer a discounted Initial Franchise Fee equal to $25,000 to the first four Abu Omar Halal franchisees and the first Abu Omar Halal franchisee in each state ("Charter Discount"). This Charter Discount will only be available to start-up franchises and does not apply if you convert an existing business to an Abu Omar Halal. We reserve the right to discontinue the Charter Discount at any time.

Veteran Discount

If you are an honorably discharged military veteran, we will offer a discount equal to 20% off the then-current Initial Franchise Fee ("Veteran Discount"). The Veteran Discount cannot be combined with any other discount.

Additional Franchise

If you elect to purchase additional Franchises following the opening of your first Franchise and we agree, you will receive a 25% discount off of the then-current Initial Franchise Fee.

Mobile Food Truck Fee

If you will operate your Abu Omar Halal Franchise as a Restaurant, you may also purchase a Mobile Food Truck to use as part of your Franchised Business. If you choose to purchase a Mobile Food Truck, you will pay us a "Mobile Food Truck Fee" equal to 75% of our then-current Initial Franchise Fee, in addition to the Initial Franchise Fee you will pay or already paid for your Restaurant. You may request to purchase a Mobile Food Truck at any time while you have an active Franchise Agreement for a Restaurant. You may only purchase one Mobile Food Truck per Restaurant you operate. The Mobile Food Truck Fee is uniform, fully earned by us once paid and is non-refundable under any circumstances. The Mobile Food Truck Fee is payable when we grant your request to add a Mobile Food Truck to your Restaurant. If you add a Mobile Food Truck to your Restaurant, you will sign the Mobile Food Truck Addendum attached to this Franchise Disclosure Document as Exhibit H-10.

Initial Inventory

We require all Franchisees to purchase an initial supply of "Food Products" from our affiliate, AOH, or our designated suppliers, which includes falafel, kibbeh, chicken, chicken marinade, beef, beef marinade, garlic sauce, chicken shawarma sauce, kabobs, lamb, produce, bread, other ingredients, smallwares and non-alcoholic beverages. The total cost of the Food Products ranges from $1,500 to $20,000 for each Abu Omar Halal Business you open. If your Franchise is located in Texas or within our delivery range, $1,500 to $10,000 of your Food Products will be purchased from AOH rather than our designated supplier, including falafel, kibbeh, chicken, chicken marinade, beef, beef marinade, garlic sauce, chicken shawarma sauce, kabobs, and Italian bread. If your Franchise is not located in Texas or within our delivery range, you may purchase inventory from either our designated suppliers or from our affiliate AOH. If you do purchase initial inventory from AOH, we estimate the cost to be between $1,500 and $10,000. You will purchase the Food Products prior to the opening of your Abu Omar Halal Business and the cost is nonrefundable. Payment for your initial inventory of Food Products purchased from AOH is due on the first Monday after you open your Abu Omar Halal Business.

Vehicle Wrap

We require that you purchase a work van such as a Ford Transit and wrap the vehicle according to our brand specifications before you open your Abu Omar Halal Business. You are required to purchase the vehicle wrap from our affiliate, AOH. The cost for the vehicle wrap is between $1,300 and $2,500 and is nonrefundable.

Food Truck, Wrap, Signage & Equipment

If you operate a Permanent or Mobile Food Truck, you are required to purchase the Abu Omar Halal Food Truck, wrap, signage, and equipment from our affiliate, AOH. The cost for these items ranges from $140,000 to $250,000 and is nonrefundable. You must pay AOH a non-refundable deposit of 50% of the total cost of these items when you order the Food Truck. The balance is payable once we notify you that the Food Truck is ready for shipment or pickup.

Restaurant Equipment

If you operate a Restaurant as part of your Franchise, you are required to purchase the equipment for your Abu Omar Halal Business from our affiliate, AOH. The cost for the equipment ranges from $70,000 to $120,000 and is nonrefundable. Payment for equipment purchased from AOH is due upon placement of your order.

Paper/Packaging

You must purchase take-out and delivery paper and packaging items from our affiliate, AOH, prior to the opening of your Abu Omar Halal Business. The cost for these items ranges from $300 to $400 and is nonrefundable. Payment for these items is due on the first Monday following the opening of your Abu Omar Halal Business.

Uniforms

You must purchase an initial order of uniforms from us prior to the opening of your Abu Omar Halal Business. The cost for uniforms ranges from $400 to $500 depending on the quantities required and is nonrefundable. Payment for uniforms is due on the first Monday following the opening of your Abu Omar Halal Business. Following your initail purchase of uniforms from us, you are permitted to purchase uniforms from third-party suppliers that meet our specifications.

Onsite Assistance

You are responsible for the travel-related expenses our representative(s) incurs in providing onsite assistance prior to the opening of your Abu Omar Halal Business, including travel, meals, and lodging. We estimate that these total travel-related expenses will range from $2,750 to $5,000. You must reimburse us for our expenses within 10 days from the date of our invoice. The travel-related expenses are non-refundable.

Grand Opening

You will be required to pay us $10,000 for a pre-opening advertising campaign that commences approximately 30 days before your Abu Omar Halal Business opens and ending 30 days after the opening date. We will pay our designated and approved suppliers' invoices on your behalf in an amount equal to your payment to us. This fee is due 45 days prior to the opening of your Abu Omar Halal Business and is uniform and non-refundable.

Area Development Agreement

If qualified, Franchisees may also purchase the right to open multiple Abu Omar Halal Businesses by signing our Area Development Agreement and paying a development fee ("Development Fee"). The Development Fee is equal to the Initial Franchise Fee for your first Franchise Agreement (currently $35,000) plus $17,500 multiplied by the number of Abu Omar Halal Businesses (excluding the first Abu Omar Halal Business) to be developed under the Area Development Agreement. The Development Fee is paid in lieu of the Initial Franchise Fee for the additional Abu Omar Halal Businesses to be opened. You will not be required to pay an Initial Franchise Fee for the Abu Omar Halal Businesses opened under the Area Development Agreement. Area Developers must open a minimum of two Abu Omar Halal Businesses, which may either be Restaurants or Permanent Food Trucks.

If you form an entity to open any of the Abu Omar Halal Businesses within the Development Territory, you must own at least 51% of each entity. You must provide us with necessary documentation to show your ownership interest.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty[1][2]	6% of Gross Sales	Due on Monday each week	The "Royalty" is based on "Gross Sales" during the previous week. Your Royalty is an ongoing payment that allows you to use the Marks and the intellectual property of the System and pays for our ongoing support and assistance. You will begin paying the Royalty in your fourth month of operations.
Brand Fund Contribution	2% of Gross Sales	Same as Royalty	This "Brand Fund Contribution" is used for a system-wide "Brand Fund" for our use in promoting and building the Abu Omar Halal brand. See Item 11 for more information.
Local Advertising Payment	The difference between the amount you spent on local advertising each month and your required local advertising expenditure (3% of your Gross Sales)	Payable after receipt of invoice	If you fail to meet your required local advertising requirement on local advertising, you must pay the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Brand Fund, if established, or us.
Local and Regional Advertising Cooperatives[3]	Established by cooperative members, up to 3% of Gross Sales	Established by cooperative members	We currently do not have a cooperative but reserve the right to require one to be established in the future. We anticipate that each Abu Omar Halal franchise and each Abu Omar Halal Business that we own will have one vote for each Abu Omar Halal franchise operated in the designated market. Each Abu Omar Halal Business we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees. We anticipate that each Abu Omar Halal franchisee and each Abu Omar Halal Business that we own will have one vote for each Abu Omar Halal operated in the designated market. Item 11 contains more information about advertising cooperatives.
Unauthorized Advertising Fee	$500 per occurrence	On demand	This fee is payable to us or, if established, the Brand Fund, if you use unauthorized advertising in violation of the terms of the Franchise Agreement.

Type of Fee[1]	Amount	Due Date	Remarks
Insurance	Reimbursement of our costs, plus a 20% administration charge	On demand	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained plus 20% of the premium for an administrative cost of obtaining the insurance.
Additional Training or Assistance Fees	$100 per day per additional person for initial training and $100 per attendee per day for additional training at corporate headquarters and $250 per day per trainer plus expenses for onsite training at your location	Within 15 days after invoicing	We provide initial training at no charge for up to five people. We may charge you for training additional persons, newly hired personnel, refresher training courses, remedial training, advanced training courses, and additional or special assistance or training you need or request. You are responsible for any expenses incurred by you or your employees in connection with attending training, including transportation, lodging, meals, wages and other incidentals. If the training program is conducted at the premises of your Abu Omar Halal Business, then you must reimburse us for the expenses we or our representatives incur in providing the training. Determination of our then-current fee is subject to increase based on changes to the Consumer Price Index ("CPI") in the United States (see note 1).
Technology Fee	$100 per month	Monthly on the 5th	This fee covers certain technologies used in the operation of your Abu Omar Halal Business including up to three email addresses, your website listing on our website, and the mobile app. This fee may include fees paid to third-party vendors and it may be adjusted to reflect their and our price increases. You will also be responsible for any increase in fees that result from any third-party vendor price increases upgrades, modifications or additional software that we may require in the future. Determination of our then-current fee is subject to increase based on changes to the CPI in the United States (see note 1).

Type of Fee[1]	Amount	Due Date	Remarks
Conference Fee	Not currently charged	Upon receipt of written notice that such convention is being held	Your "Responsible Owner" or "Franchise Manager," (both defined in Item 15) if any, must attend any national or regional conferences we hold. This fee defrays the cost of your attendance. It is due regardless of whether or not you attend. Determination of our then-current fee is subject to increase based on changes to the CPI in the United States (see note 1).
Supplier and Product Evaluation Fee	Costs of inspection (estimated to be approximately $100 to $500)	Within ten days after invoicing	Payable if we inspect a new product, service or proposed supplier nominated by you.
Food Safety Audit	Cost of audit (estimated to be approximately $2,500)	As incurred	If you fail a food safety audit, we will require you to undergo an additional food safety audit at your own expense within 45 days. You will pay the third-party auditor directly upon invoicing or must reimburse us if we are invoiced.
Default Fee	$1,000 per occurrence per week	Upon demand	This fee is due in the event that you are in default of your Franchise Agreement and is in addition to your indemnification obligations. This fee is intended to offset the damages that we incur as a result of your default and is not intended as a penalty. You will continue to incur this fee until you cure the default.
Mystery Shopper Fee	Actual costs of the Mystery Shop (generally between $50 - $100 per shop)	Within 15 days of invoicing	We may conduct mystery shops of your Abu Omar Halal Business and will cover the costs of the first two annually if conducted. You will be responsible for the costs of the third and any additional each year.
Replacement of Franchise Operations Manual	$250	On demand	Payable if your copy of the Franchise Operations Manual is lost, stolen, destroyed or significantly damaged.
Customer Issue Resolution	The actual costs we incur for responding to a customer complaint (estimated between $10 to $100)	Within 5 days of receipt of invoice	Payable if a customer of your Abu Omar Halal Business contacts us with a complaint and we provide a gift card, refund or other value to the customer as part of our addressing the issue.
Payment Service Fee	Up to 4% of total charge	As incurred	We may charge this fee if you make a payment to us or our affiliate by credit card.

Type of Fee[1]	Amount	Due Date	Remarks
Late Payment Fee	$100 per occurrence, plus the lesser of the daily equivalent of 18% per year simple interest or the highest rate allowed by law	As incurred	Payable if any payment due to us or our affiliate is not made by the due date. Interest accrues from the original due date until payment is received in full.
Non-Sufficient Funds Fee	$100 per occurrence, plus the lesser of the daily equivalent of 18% per year simple interest or the highest rate allowed by law	As incurred	Payable if any check or electronic payment is not successful due to insufficient funds, stop payment or any similar event.
Failure to Submit Required Report Fee	$100 per occurrence and $100 per week	Your bank account will be debited for failure to submit any requested report or financial statement when due	Payable if you fail to submit any required report or financial statement when due. You will continue to incur this fee until you submit the required report.
Audit Expenses	Cost of audit and inspection, any understated amounts, and any related accounting, legal and travel expenses	On demand	You will be required to pay this if an audit reveals that you understated weekly Gross Sales by more than 2% or you fail to submit required reports.
Management Fee	$250 per day per interim manager, plus costs and expenses	As incurred	Payable if we manage your Abu Omar Halal Business after: (1) you cease to perform your responsibilities (whether due to retirement, death, disability, or for any other reason) and you fail to find an adequate replacement Responsible Owner (defined in Item 15) within 30 days; (2) you are in material breach of this Franchise Agreement; or (3) upon a crisis management event. Determination of our then-current fee is subject to increase based on changes to the CPI in the United States (see note 1).

Type of Fee[1]	Amount	Due Date	Remarks
Professional Fees and Expenses	Will vary under circumstances, estimated to be $1,500 to $4,500	As incurred	You must reimburse us for any legal, accounting or other professional fees ("Professional Fees") that we incur as a result of any breach or termination of your Franchise Agreement or as a result of your indemnity obligations. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Indemnification	Will vary under circumstances, estimated to be $5,000 to $25,000	As incurred	You must indemnify and reimburse us for any expenses or losses, including Professional Fees, that we or our representatives incur related in any way to your Abu Omar Halal Business or Franchise.
Renewal Fee	$2,500	At the time you sign the successor franchise agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement.
Relocation Fee	Our costs (including attorney fees)	Upon relocation	You must reimburse us for our reasonable expenses if we permit you to relocate your Abu Omar Halal Business.
De-Identification	All amounts incurred by us related to de-identification	As incurred	Payable if we must de-identify your Abu Omar Halal Franchise upon its termination, relocation or expiration.
Transfer Fee	$5,000 if the transferee is a franchisee or manager in our System; $10,000 if the transferee is a third party	$1,000 non-refundable deposit at time of transfer application submittal and the remaining balance of fee at time of the approved transfer	Payable in connection with the transfer of your Abu Omar Halal Business, a transfer of ownership of your legal entity, or the Franchise Agreement (this does not apply to the transfer of an entity you control—see below). If the transferee is an immediate family member of the owner, or a current Abu Omar Halal franchisee or manager, the transfer fee is $5,000. If the transferee is an unrelated third party that is new to the Abut Omar Halal franchise System, the transfer fee is $10,000.
Transfer to Legal Entity Fee	$500	Upon demand	If you are transferring the Franchise Agreement to an entity that you control, you will not be required to pay a transfer fee, but you must pay this fee.

Type of Fee[(1)]	Amount	Due Date	Remarks
Liquidated Damages	Not less than $30,000	Within 15 days after termination of the Franchise Agreement	Due only if we terminate the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause. Liquidated damages are determined by multiplying the combined monthly average of Royalties and Brand Fund Contributions (without regard to any fee waivers or other reductions) that are owed by you to us, beginning with the date you open your Abu Omar Halal Business through the date of early termination, multiplied by the lesser of: (i) 36; or (ii) the number of months remaining in the term of the Franchise Agreement, except that liquidated damages will not, under any circumstances, be less than $30,000.
Broker Fees	Our actual cost of the brokerage commissions, finder's fees or similar charges	As incurred	If you transfer your Abu Omar Halal Business to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder's fees and similar charges.

Notes:

1. Fees. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via automated clearing house ("ACH") or other similar means. You are required to complete the ACH authorization (in the form attached to this Franchise Disclosure Document in Exhibit H. We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. If you enter into an Area Development Agreement to operate multiple Abu Omar Halal Businesses, the fees indicated in the chart above are the fees charged and/or incurred for each Abu Omar Halal Businesses. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. Also, any fee expressed as a fixed dollar amount is subject to adjustment based on changes to the CPI in the United States. We may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of your Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). In such event, we have the right to increase these fees by a maximum of 20% per year, calculated cumulatively over the term of the Franchise Agreement. Additionally, we may also increase fees by the amount of any increases in fees from third parties for the underlying products or services, as applicable, which will be added to the capped fee increase. We will notify you of any CPI adjustment at least 60 days before the fee

adjustment becomes effective. We will implement no more than one CPI-related fee adjustment during any calendar year.

2. Royalty. "Gross Sales" means the total of all of your revenue, sales and other income and consideration from the sale of all Abu Omar Halal merchandise, products and services to your customers whether or not sold or performed at or from the physical location of the Abu Omar Halal Business, and whether received in cash, coupon, in services in kind, from barter or exchange, on credit (whether or not payment is received) or otherwise. Gross Sales includes all proceeds from any business interruption insurance. If you offer any services, all receipts from these services are included in Gross Sales. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips and allowances you give in good faith to your customers. All barter or exchange transactions in which you furnish products or services in exchange for products or services provided to you by a vendor, supplier or customer will, for the purpose of determining Gross Sales, be valued at the full retail value of the products or services so provided to you.

3. Local and Regional Advertising Cooperatives. If a local or regional advertising cooperative is established, contribution amounts will be established by the cooperative members, subject to our approval. We anticipate that each Abu Omar Halal franchisee and each Abu Omar Halal Franchise that we own will have one vote for each Abu Omar Halal Franchise operated in the designated market. Each Abu Omar Halal Franchise we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees. No local or regional advertising cooperatives have been established as of the Issuance Date of this Franchise Disclosure Document.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT – RESTAURANT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee[(1)]	$35,000	$35,000	Lump Sum by ACH, less any Deposit Fee paid	On signing the Franchise Agreement	Us
Grand Opening Advertising[(2)]	$10,000	$10,000	Lump Sum by ACH	45 days before beginning business	Us
Prepaid Rent and Security Deposit[(3)]	$7,500	$54,000	As Arranged	Before beginning business	Per Lease
Leasehold Improvements[(4)]	$150,000	$300,000	As Arranged	Before beginning business	Various contractors/ suppliers

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Architect's and Engineer's Fees[5]	$5,000	$18,000	As Arranged	Before beginning business	Architect & Engineer
Restaurant Equipment[6]	$70,000	$120,000	Lump Sum by ACH	Before beginning business	Our affiliate
POS System[7]	$1,700	$5,000	As Arranged	Before beginning business	Third Party Vendor
Security Alarm and Video Monitoring System[8]	$2,000	$5,000	As Arranged	Before beginning business	Third Party Vendor
Signage[9]	$6,000	$8,000	As Arranged	Before beginning business	Third Party Vendors
Utility Deposits[10]	$500	$1000	As Arranged	Before beginning business	Utility companies
Vehicle[11]	$10,000	$20,000	As Arranged	As Arranged	Dealer or Private Owner
Vehicle Wrap	$1,300	$2,500	Lump Sum by ACH	Before beginning business	Our affiliate
Office and Store Supplies[12]	$800	$1,500	As Arranged	Before beginning business	Third-Party Vendors, Us and/or our affiliate
Opening Inventory[13]	$1,500	$20,000	As Arranged	Before beginning business	Third-Party Vendors, Us and/or our affiliate
Insurance[14]	$2,500	$3,500	As Arranged	Before beginning business	Insurance Agent or Company
Licenses and Permits[15]	$1,000	$3,500	As Arranged	Before beginning business	Governmental Authorities
Professional Fees [16]	$1,500	$4,500	As Arranged	Before beginning business	Attorney, Accountant

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Travel, Lodging, Meals, Etc. for Initial Training[17]	$10,000	$15,000	As Arranged; or Upon Invoice by ACH	Before Beginning Business	Airlines, Hotels, Restaurants and Us
Additional Funds [18] (for 6 months)	$45,000	$168,000	As Arranged	During the first 6 months of operation	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT[19]	$361,300	$794,500			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Restaurant based upon management's experience. We do not offer direct or indirect financing for these items. All payments made to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. See Item 5 for more information on the Initial Franchise Fee. If you paid the Deposit Fee described in Item 5, it will be credited towards you Initial Franchise Fee. This estimate does not include potential discounts that you may qualify for as discussed in Item 5.

2. Grand-Opening Advertising. You must pay us $10,000 to spend on a grand opening advertising campaign for your Franchised Business.

3. Prepaid Rent and Security Deposit. This includes any required security deposits and prepaid rent for the premises of your Abu Omar Halal Business. We estimate a lease rate of $2,500 to $18,000 per month. This estimate includes a deposit and first and last month's rent. The high estimate assumes you are located in a metropolitan area. If you purchase instead of lease the premises for your Abu Omar Halal Business, then the purchase price, down payment, interest rates and other financing terms will determine your monthly mortgage payments.

4. Leasehold Improvements. Abu Omar Halal Businesses will typically be 1,000 to 2,500 square feet in size and typically located in free standing outlets, shopping malls and strip malls. These expenses can be highly variable based on the size, location, configuration and the condition in which the site is delivered to you by your landlord. In addition, the terms that you are able to negotiate with your landlord to contribute to the build-out and updating of your space can significantly impact these costs.

5. Architect's and Engineer's Fees. You must engage a local architect as the "Architect of Record" which is the registered professional(s), including architect(s) and engineer(s), who prepare the sealed documents for the buildout of your premises in compliance with the local jurisdiction as well as the actual construction. The investment range reflects the costs you will incur for the services of your local architect and if required, your local engineer. The Architect of Record's

services may include investigation of the initial site information, documenting existing conditions of the proposed location, concept layouts, construction documents, permitting with local jurisdictions and health department, and contractor bidding.

6. Restaurant Equipment. The investment range includes required furniture, fixtures, equipment and décor. The investment range is based on the amount of equipment, fixture and furnishings that are required based on the size of the space.

7. POS System. The low investment includes 1 POS unit, cash register and printer, and the high investment includes up to 3 POS units with monitors, cash registers and printers.

8. Security Alarm and/or Video Monitoring System. The investment range includes the costs and expenses for the purchase of a video monitoring system for the Abu Omar Halal Business. A security alarm system may be installed at your option.

9. Signage. The investment range includes interior and exterior signs for the Abu Omar Halal Business. You must purchase an exterior sign in compliance with local jurisdiction and the landlord's requirements.

10. Utility Deposits. The investment range includes any required deposits for utility services. Utilities typically include electric, gas, phone, Internet, water, refuse service, and other similar utilities.

11. Vehicle. We require that you purchase a work van such as a Ford Transit and wrap the vehicle according to our brand specifications. The investment range assumes you will purchase a used van.

12. Office and Store Supplies. The investment range includes initial quantities of office supplies, menus, point-of-purchase signage, table tents, cleaning supplies and other related items. The estimate includes take-out and delivery paper and packaging items that you must purchase from us or our affiliate, which we estimate the cost to range between $300 and $400. This estimate also includes your initial order of uniform which you must purchase from us or our affiliate, which we estimate the cost to range between $400 and $500.

13. Opening Inventory. This includes purchases by a Franchisee of required startup inventory. This may vary greatly based on the Franchisee's market, size of its location, etc. The investment range includes products and ingredients purchased from Designated Suppliers, local suppliers and us. These estimates include $0 to $10,000 of Food Products that may be purchased from AOH depending on whether your Franchise is located in Texas or within our delivery range. We project that the initial inventory will cover a 2-week period.

14. Insurance. This estimate includes one year of insurance for your Abu Omar Halal Business.

15. Licenses and Permits. This includes fees for required licenses and permits (includes both construction and operation)

16. Professional Fees. Rates for professionals can vary significantly based on area and experience.

17. Travel, Lodging, Meals, etc. for Initial Training. The low estimate includes the costs and expenses for two people (you and your Franchise Manager, if any), to attend initial Franchise Training, including travel costs, personal expenses and any other related costs. The high estimate includes the cost and expenses for five people to attend initial training. These estimates also include the

travel-related expenses we will incur to provide up to 5 days of on-site training at your location shortly before the opening of your Abu Omar Halal Business. The investment range does not include employee payroll and additional travel-related expenses for additional trainees.

18. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial six-month start-up phase of your Abu Omar Halal Business. They include administrative, maintenance, utilities, software license fees, including the Technology Fees, working capital, six months' rent payments and other items. These figures do not include standard pre-opening expenses, Royalties, or advertising fees payable under the Franchise Agreement or debt service and assume that some of your expenses are offset by sales generated during the start-up phase. For purposes of this disclosure, we estimated the start-up phase to be six months from the date your Abu Omar Halal Business opens for business. These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Restaurant based upon management's experience since the company's founding in 2015.

19. This is an estimate of your initial startup expenses for one Abu Omar Halal Business.

YOUR ESTIMATED INITIAL INVESTMENT – CONVERSION RESTAURANT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee[(1)]	$35,000	$35,000	Lump Sum by ACH, less any Deposit Fee paid	On signing the Franchise Agreement	Us
Grand Opening Advertising[(2)]	$10,000	$10,000	Lump Sum by ACH	45 days before beginning business	Us
Leasehold Improvements[(3)]	$80,000	$150,000	As Arranged	Before beginning business	Various contractors/ suppliers
Restaurant Equipment[(4)]	$70,000	$120,000	Lump Sum by ACH	Before beginning business	Our affiliate
POS System[(5)]	$1,700	$5,000	As Arranged	Before beginning business	Third Party Vendor
Security Alarm and Video Monitoring System[(6)]	$4,000	$5,000	As Arranged	Before beginning business	Third Party Vendor
Signage[(7)]	$6,000	$8,000	As Arranged	Before beginning business	Third Party Vendors
Vehicle[(8)]	$10,000	$20,000	As Arranged	As Arranged	Dealer or Private Owner
Vehicle Wrap	$1,300	$2,500	Lump Sum by ACH	Before beginning business	Our affiliate

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Office and Store Supplies[9]	$800	$1,500	As Arranged	Before beginning business	Third-Party Vendors, Us and/or our affiliate
Opening Inventory[10]	$15,000	$20,000	As Arranged	Before beginning business	Third-Party Vendors, Us and/or our affiliate
Insurance[11]	$2,500	$3,500	As Arranged	Before beginning business	Insurance Agent or Company
Licenses and Permits[12]	$500	$1,000	As Arranged	Before beginning business	Governmental Authorities
Professional Fees [13]	$1,500	$4,500	As Arranged	Before beginning business	Attorney, Accountant
Travel, Lodging, Meals, Etc. for Initial Training[14]	$10,000	$20,000	As Arranged; Upon Invoice by ACH	Before beginning business	Airlines, Hotels, Restaurants and Us
Additional Funds [15] (for 6 months)	$45,000	$138,000	As Arranged	During the first 6 months of operation	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT[16]	$293,300	$544,000			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Conversion Restaurant based upon management's experience. We do not offer direct or indirect financing for these items. All payments made to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. See Item 5 for more information on the Initial Franchise Fee. If you paid the Deposit Fee described in Item 5, it will be credited towards your Initial Franchise Fee. This estimate does not include potential discounts that you may qualify for as discussed in Item 5.

2. Grand-Opening Advertising. You must pay us $10,000 to spend on a grand opening advertising campaign for your Franchised Business.

3. Leasehold Improvements. Abu Omar Halal Businesses will typically be 1,000 to 2,500 square feet in size and typically located in free standing outlets, shopping malls and strip malls. The low estimate assumes your current Premises already meets our standards and will not require any leasehold improvements. The high estimate assumes your Premises requires some level of

leasehold improvements in order to meet our standards and specifications. These expenses can be highly variable based on the size, location, configuration, and the condition of your existing location.

4. Restaurant Equipment. The investment range includes required furniture, fixtures, equipment and décor. The investment range is based on the amount of equipment, fixture and furnishings that are required based on the size of the space.

5. POS System. The low estimate assumes your existing POS equipment meets our standards and specification and you do not need to purchase additional POS units, cash registers or printers. The high estimate includes up to 3 POS units with monitors, cash registers and printers.

6. Security Alarm and/or Video Monitoring System. The investment range includes the costs and expenses for the purchase of a video monitoring system for your Abu Omar Halal Business. The low estimate assumes you already have a video monitoring system installed at your current business that meets our standards and specifications. The high estimate assumes you will purchase a video monitoring system. A security alarm system may be installed at your option.

7. Signage. The investment range includes interior and exterior signs for the Abu Omar Halal Business. You must purchase an exterior sign in compliance with local jurisdiction and the landlord's requirements.

8. Vehicle. We require that you purchase a work van such as a Ford Transit and wrap the vehicle according to our brand specifications. The low estimate assumes you already own a vehicle that we approve of and includes the estimated cost of wrapping the vehicle. The high estimate assumes you will purchase a used van and wrap for the vehicle.

9. Office and Store Supplies. The investment ranges include initial quantities of office supplies, menus, point-of-purchase signage, table tents, cleaning supplies and other related items. This estimate includes take-out and delivery paper and packaging items that you must purchase from us or our affiliate, which we estimate the cost of to range between $300 and $400. This estimate also includes your initial order of uniform which you must purchase from us or our affiliate, which we estimate the cost of to range between $400 and $500.

10. Opening Inventory. The investment range includes purchases by Franchisees of required startup inventory. This may vary greatly based on the Franchisee's market, size of its location, etc. The investment range includes products and ingredients purchased from Designated Suppliers, local suppliers and us. We project that the initial inventory will cover a 2-week period.

11. Insurance. The investment range includes one year of insurance for your Abu Omar Halal Business.

12. Licenses and Permits. The estimate assumes you already have the necessary licenses and permits in place for your current business, but they will require modification for your Abu Omar Halal Business.

13. Professional Fees. Rates for professionals can vary significantly based on area and experience.

14. Travel, Lodging, Meals, etc. for Initial Training. The low estimate includes the costs and expenses for two people (you and your Franchise Manager, if any), to attend initial Franchise Training, including travel costs, personal expenses, and any other related costs. The high estimate includes

the cost and expenses for five people to attend initial training. It also includes the travel-related expenses we will incur to provide up to 5 days of on-site training at your location shortly before the opening of your Abu Omar Halal Business. The investment range does not include employee payroll and additional travel-related expenses for additional trainees.

15. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial six-month start-up phase of your Abu Omar Halal Business. They include administrative, maintenance, utilities, software license fees, including the Technology Fees, working capital and other items. These amounts also include six months' rent payments at an estimated lease rate of $2,500 to $18,000 per month. These figures do not include standard pre-opening expenses, Royalties, or advertising fees payable under the Franchise Agreement or debt service and assume that some of your expenses are offset by sales generated during the start-up phase. For purposes of this disclosure, we estimated the start-up phase to be six months from the date your Abu Omar Halal Business opens for business. These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Restaurant based upon management's experience since the company's founding in 2015.

16. This is an estimate of your initial startup expenses for one Abu Omar Halal Business.

YOUR ESTIMATED INITIAL INVESTMENT – PERMANENT FOOD TRUCK

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee[(1)]	$35,000	$35,000	Lump Sum by ACH, less any Deposit Fee paid	On signing the Franchise Agreement	Us
Grand Opening Advertising & Marketing[(2)]	$10,000	$10,000	Lump Sum by ACH	45 days before beginning business	Us
Prepaid Rent and Security Deposit[(3)]	$6,000	$12,000	As Arranged	Before beginning business	Landlord or Other Third Party
Architect's and Engineer's Fees[(4)]	$1,500	$2,500	As Arranged	Before beginning business	Architect & Engineer
Food Truck Equipment[(5)]	$80,000	$150,000	Lump Sum by ACH	Before beginning business	Our Affiliate
POS System[(6)]	$1,700	$5,000	As Arranged	Before beginning business	Third Party Vendor
Security Alarm and Video Monitoring System[(7)]	$4,000	$8,000	As Arranged	Before beginning business	Third Party Vendor
Signage[(8)]	$3,000	$5,000	As Arranged	Before beginning business	Third Party Vendors

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Utility Deposits[9]	$0	$1,000	As Arranged	Before beginning business	Utility companies
Vehicle[10]	$10,000	$20,000	As Arranged	As Arranged	Dealer or Private Owner
Vehicle Wrap	$1,300	$2,500	Lump Sum by ACH	Before beginning business	Our affiliate
Food Truck, Wrap & Signage[11]	$60,000	$100,000	Two Lump Sum Payments by ACH	50% upon ordering and 50% upon delivery.	Our Affiliate
Office and Store Supplies[12]	$800	$1,000	As Arranged	Before beginning business	Third Party Vendors and Us
Opening Inventory[13]	$15,000	$20,000	As Arranged	Before beginning business	Third Party Vendors and/or Us
Insurance[14]	$2,500	$3,000	As Arranged	Before beginning business	Insurance Agent or Company
Licenses and Permits[15]	$1,700	$2,000	As Arranged	Before beginning business	Governmental Authorities
Professional Fees[16]	$1,500	$4,500	As Arranged	Before beginning business	Attorney, Accountant or Other Professional
Travel, Lodging, Meals, Etc. for Initial Training[17]	$10,000	$15,000	As Arranged; or Upon Invoice by ACH	Before beginning business	Airlines, Hotels, Restaurants, and Us
Additional Funds [18] (for 6 months)	$22,000	$44,000	As Arranged	During the first 6 months of operation	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT[19]	$266,000	$440,500			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Permanent Food Truck based upon management's experience since the company's founding in 2015. We do not offer direct or indirect financing for these items. All payments made to us or our

affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. See Item 5 for more information on the Initial Franchise Fee. If you paid the Deposit Fee described in Item 5, it will be credited towards your Initial Franchise Fee. This estimate does not include potential discounts that you may qualify for as discussed in Item 5.

2. Grand-Opening Advertising. You must pay us $10,000 to spend on a grand opening advertising campaign for your Franchised Business.

3. Prepaid Rent and Security Deposit. This includes any required security deposits and prepaid rent for the location where you will place your Permanent Food Truck. The low estimate assumes a lease rate of $2,000 per month and includes a deposit and first and last month's rent. The high estimate assumes you are located in a metropolitan area and have a lease rate of $4,000 per month.

4. Architect's and Engineer's Fees. Depending on local jurisdictional requirements, you may be required to submit architectural drawings to the health department for the buildout of the kitchen and placement of equipment, plumbing, electrical, ventilation, etc.

5. Food Truck Equipment. This estimate includes all required equipment for the Food Truck.

6. POS System. The low estimate includes 1 POS unit, cash register and printer, and the high estimate includes up to 3 POS units with monitors, cash registers and printers.

7. Security Alarm and/or Video Monitoring System. This estimate includes the costs and expenses for the purchase a video monitoring system for the Abu Omar Halal Business. A security alarm system may be installed at your option.

8. Signage. This estimate includes interior and exterior signs for the Abu Omar Halal Business. You must purchase interior and exterior signs that comply with our standards and in compliance with the local jurisdiction and the landlord's requirements.

9. Utility Deposits. This includes any required deposits for utility services. Utilities typically include electric, gas, phone, Internet, water, refuse service, and other similar utilities. The low estimate assumes your landlord will include utilities in your lease.

10. Vehicle. We require that you purchase a work van such as a Ford Transit and wrap the vehicle according to our brand specifications. The investment range assumes you will purchase a used van.

11. Food Truck, Wrap & Signage. The investment assumes you will purchase our standard food truck (20'-22' in length). The investment includes the food truck with wrap and signage that are purchased from our Approved Supplier, AOH.

12. Office and Store Supplies. This includes initial quantities of office supplies, menus, uniforms, point-of-purchase signage, table tents, cleaning supplies and other related items. This estimate includes take-out and delivery paper and packaging items that you must purchase from us or our affiliate, which we estimate the cost of to range between $300 and $400. This estimate also includes your initial order of uniform which you must purchase from us or our affiliate, which we estimate the cost of to range between $400 and $500.

13. Opening Inventory. This includes purchases by a Franchisee of required startup inventory. This may vary greatly based on the Franchisee's market, size of its location, etc. The investment range includes products and ingredients purchased from Designated Suppliers, Local Suppliers, and us. We project that the initial inventory will cover a 2-week period.

14. Insurance. This estimate includes one year of insurance for your Abu Omar Halal Business.

15. Licenses and Permits. This includes fees for required licenses and permits (includes both construction and operation)

16. Professional Fees. Rates for professionals can vary significantly based on area and experience.

17. Travel, Lodging, Meals, etc. for Initial Training. The low estimate includes the costs and expenses for two people (you and your Franchise Manager, if any), to attend initial Franchise Training, including travel costs, personal expenses and any other related costs. The high estimate includes the cost and expenses for five people to attend initial training. It also includes the travel-related expenses we will incur to provide up to 5 days of on-site training at your location shortly before the opening of your Abu Omar Halal Business. The investment range does not include employee payroll and additional travel-related expenses for additional trainees.

18. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial six-month start-up phase of your Abu Omar Halal Business. They include administrative, maintenance, utilities, software license fees, including the Technology Fees, working capital, six months' rent payments and other items. These figures do not include standard pre-opening expenses, Royalties, or advertising fees payable under the Franchise Agreement or debt service and assume that some of your expenses are offset by sales generated during the start-up phase. For purposes of this disclosure, we estimated the start-up phase to be six months from the date your Abu Omar Halal Business opens for business. These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Mobile Food Truck based upon management's experience since the company's founding in 2015.

19. This is an estimate of your initial startup expenses for one Abu Omar Halal Business.

YOUR ESTIMATED INITIAL INVESTMENT – RESTAURANT & MOBILE FOOD TRUCK

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee[(1)]	$61,250	$61,250	Lump Sum by ACH, less any Deposit Fee paid	On signing the Franchise Agreement	Us
Grand Opening Advertising & Marketing[(2)]	$10,000	$10,000	Lump Sum by ACH	45 days before beginning business	Us
Prepaid Rent and Security Deposit[(3)]	$13,500	$66,000	As Arranged	Before beginning business	Per Lease

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Restaurant Leasehold Improvements[4]	$150,000	$300,000	As Arranged	Before beginning business	Various contractors/suppliers
Architect's and Engineer's Fees[5]	$6,000	$20,500	As Arranged	Before beginning business	Architect & Engineer
Restaurant Equipment[6]	$70,000	$120,000	Lump Sum by ACH	Before beginning business	Our affiliate
Food Truck Equipment[7]	$80,000	$150,000	Lump Sum by ACH	Before beginning business	Our affiliate
POS System[8]	$4,000	$10,000	As Arranged	Before beginning business	Third Party Vendor
Security Alarm and Video Monitoring System[9]	$4,500	$10,000	As Arranged	Before beginning business	Third Party Vendor
Signage[10]	$9,000	$13,000	As Arranged	Before beginning business	Third Party Vendors
Utility Deposits[11]	$1,000	$2,000	As Arranged	Before beginning business	Utility companies
Vehicle[12]	$12,000	$18,000	As Arranged	As Arranged	Dealer or Private Owner
Vehicle Wrap	$1,300	$2,500	Lump Sum by ACH	Before beginning business	Our affiliate
Food Truck, Wrap & Signage[13]	$60,000	$100,000	Two Payments by ACH	50% upon order / 50% upon completion	Our affiliate
Office and Store Supplies[14]	$1,600	$2,500	As Arranged	Before beginning business	Third-Party Vendors and Us
Opening Inventory[15]	$20,000	$25,000	As Arranged	Before beginning business	Third-Party Vendors and/or Us

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Insurance[16]	$5,000	$6,500	As Arranged	Before beginning business	Insurance Agent or Company
Licenses and Permits[17]	$2,700	$5,500	As Arranged	Before beginning business	Governmental Authorities
Professional Fees[18]	$1,500	$4,500	As Arranged	Before beginning business	Attorney, Accountant
Travel, Lodging, Meals, etc. for Initial Training[19]	$10,000	$20,000	As Arranged; or Upon Invoice by ACH	Before beginning business	Airlines, Hotels, Restaurants & Us
Additional Funds [20]	$72,000	$222,000	As Arranged	During the first 6 months of operation	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT[21]	$595,350	$1,169,250			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Restaurant and Mobile Food Truck upon management's experience since the company's founding in 2015. We do not offer direct or indirect financing for these items. All payments made to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. When you purchase a Restaurant with a Mobile Food Truck, you will pay the Initial Franchise Fee for your Restaurant and the Mobile Food Truck Fee, which is 75% of our then-current Initial Franchise Fee for your Mobile Food Truck. If you paid the Deposit Fee described in Item 5, it will be credited towards your Initial Franchise Fee. This estimate does not include potential discounts that you may qualify for as discussed in Item 5 above.

2. Grand-Opening Advertising. You must pay us $10,000 to spend on a grand opening advertising campaign for your Franchised Business.

3. Prepaid Rent and Security Deposit. For your Restaurant, this includes any required security deposits and prepaid rent for the premises of your Abu Omar Halal Business. The low estimate assumes a lease rate of $2,500 per month and includes a deposit and first and last month's rent. The high

estimate assumes a lease rate of $18,000 per month and includes a deposit and first and last month's rent.

For your Food Truck, the investment range includes any required security deposits and prepaid rent for the location where you will place your Abu Omar Halal Business. The low estimate assumes a lease rate of $2,000 per month and includes a deposit and first and last month's rent. The high estimate assumes a lease rate of $4,000 per month and includes a deposit and first and last month's rent. If you are located in a metro metropolitan area, your lease costs may be substantially higher.

4. Leasehold Improvements For your Restaurant, Abu Omar Halal Businesses are typically 1,000 to 2,500 square feet in size and typically located in free standing outlets, shopping malls and strip malls. These expenses can be highly variable based on the size, location, configuration and the condition in which the site is delivered to you by your landlord. In addition, the terms that you are able to negotiate with your landlord to contribute to the build-out and updating of your space can significantly impact these costs. This estimate includes four to six months of rent prior to opening and anticipates that approximately four months of rent will be offered without charge by your landlord. If you purchase instead of lease the premises for your Abu Omar Halal Business, then the purchase price, down payment, interest rates and other financing terms will determine your monthly mortgage payments.

5. Architect's and Engineer's Fees. For your Restaurant, you must engage a local architect as the Architect of Record. Architect of Record means the registered professionals, including architects and engineers, who prepare the sealed documents for compliance with the local jurisdiction as well as construction. The investment range reflects the costs you will incur for the services of your local architect and if required, your local engineer. The Architect of Record's services may include investigation of the initial site information, documenting existing conditions of the proposed location, concept layouts, construction documents, permitting with local jurisdictions and health department, and contractor bidding. Depending on local jurisdictional requirements, you may also be required to submit architectural drawings for the Food Truck to the health department for the buildout of the kitchen and placement of equipment, plumbing, electrical, ventilation, etc.

6. Restaurant Equipment. This estimate includes required furniture, fixtures, equipment and décor. The investment range is based on the amount of equipment, fixture and furnishings that are required based on the size of the space.

7. Food Truck Equipment. This estimate includes all required equipment for the food truck.

8. POS System. The low estimate assumes you will purchase 2 POS units with monitors, cash registers and printers (one each for your Restaurant & Food Truck) and the high estimate includes up to 2 additional units with cash registers.

9. Security Alarm and/or Video Monitoring System. This estimate includes the costs and expenses for the purchase of video monitoring systems for the Restaurant & Food Truck Abu Omar Halal Business. Security alarm systems may be installed at your option.

10. Signage. For the Restaurant, this estimate includes interior and exterior signs for the Abu Omar Halal Business. You must purchase interior and exterior signs that comply with our standards and in compliance with the local jurisdiction and the landlord's requirements. For the Food Truck, Franchisees must purchase an exterior sign for the Franchise Business that comply with our standards and in compliance with local jurisdiction and the landlord's requirements. The investment

range is our low and high estimates of the costs you may incur for all signage for your Restaurant and Food Truck.

11. Utility Deposits. This includes any required deposits for utility services for you Restaurant & Food Truck. Utilities typically include electric, gas, phone, Internet, water, refuse service, and other similar utilities.

12. Vehicle. We require that you purchase a work van such as a Ford Transit and wrap the vehicle according to our brand specifications. The investment range assumes you will purchase a used van.

13. Food Truck, Wrap & Signage. The investment assumes Franchisees will purchase our standard food truck (20'-22' in length). The investment includes the food truck with wrap and signage that are purchased from our Designated Supplier, AOH. You must order your food truck within 15 days of signing the Franchise Agreement.

14. Office and Store Supplies. This includes initial quantities of office supplies, menus, uniforms, point-of-purchase signage, table tents, cleaning supplies, and other related items. This estimate includes take-out and delivery paper and packaging items that you must purchase from us or our affiliate, which we estimate the cost of to range between $300 and $400. This estimate also includes your initial order of uniform which you must purchase from us or our affiliate, which we estimate the cost of to range between $400 and $500.

15. Opening Inventory. This includes purchases by a Franchisee of required startup inventory. This may vary greatly based on the Franchisee's market, size of its location, etc. The investment range includes products and ingredients purchased from Designated Suppliers, Local Suppliers, and us. We project that the initial inventory will cover a 2-week period.

16. Insurance. This estimate includes one year of insurance for your Abu Omar Halal Business Restaurant and Food Truck.

17. Licenses and Permits. This includes fees for required licenses and permits (includes both construction and operation).

18. Professional Fees. Rates for professionals can vary significantly based on area and experience.

19. Travel, Lodging, Meals, etc. for Initial Training. The low estimate includes the costs and expenses for two people (you and your Franchise Manager, if any), to attend initial Franchise Training, including travel costs, personal expenses and any other related costs. The high estimate includes the cost and expenses for five people to attend initial training. It also includes the travel-related expenses we will incur to provide up to 5 days of on-site training at your location shortly before the opening of your Abu Omar Halal Business. The investment range does not include employee payroll and additional travel-related expenses for additional trainees.

20. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial six-month start-up phase of your Abu Omar Halal Business. They include administrative, maintenance, utilities, software license fees, including the Technology Fees, working capital, six months' rent payments and other items. These figures do not include standard pre-opening expenses, Royalties, or advertising fees payable under the Franchise Agreement or debt service and assume that some of your expenses are offset by sales generated during the start-up phase. For purposes of this disclosure, we estimated the start-up phase to be six months from

the date your Abu Omar Halal Business opens for business. These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Restaurant and Mobile Food Truck based upon management's experience since the company's founding in 2015.

21. This is an estimate of your initial startup expenses for one Restaurant and one Mobile Food Truck.

Area Developer

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Development Fee(1)	$70,000	$70,000	Lump sum by ACH	At the Time You Sign your Area Development Agreement	Us
Initial Investment for the First Abu Omar Halal Business(2)	$326,300	$759,500	Per Tables Above	Per Tables Above	Per Tables Above
TOTAL ESTIMATED INITIAL INVESTMENT FOR UP TO THREE Abu Omar Halal BUSINESSES(3)	$1,048,900	$2,348,500			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Abu Omar Halal Businesses under an Area Development Agreement. We do not offer direct or indirect financing for these items. All expenses payable to the parties are non-refundable, except as you may otherwise arrange.

1. Development Fee. See Item 5 for more information on the Development Fee.

2. Initial Investment for First Abu Omar Halal Business. These are the estimates to start your Abu Omar Halal Business as described in the single franchised Abu Omar Halal Business charts above, except for the Initial Franchise Fee which is replaced by the Development Fee. The low investment assumes you First Abu Omar Halal Business is a Permanent Food Truck and the high investment assumes your First Abu Omar Halal Business is a Restaurant with Mobile Food Truck. Costs associated with starting additional Abu Omar Halal Businesses are subject to factors that we cannot estimate or control, such as inflation, increased labor costs or increased materials costs and will depend on when the additional Abu Omar Halal Businesses are opened.

3. Figures May Vary. If you purchase multiple franchised businesses under the Area Development Agreement, you will incur all of the costs listed above for each Abu Omar Halal Business you open except that you will pay a Development Fee and half of the Initial Franchise Fees for each Franchise. The availability and terms of financing depend on several factors, including the availability of financing, your creditworthiness, collateral you may have, and lending policies of financial institutions.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Abu Omar Halal Business according to our System and specifications. This includes purchasing or leasing all products, services, supplies, fixtures, equipment, inventory, POS hardware and software, and real estate related to establishing and operating the Abu Omar Halal Franchise under our specifications, which may include purchasing these items from: (i) our designees; (ii) approved suppliers; and/or (iii) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the System.

Our confidential operations manual ("Franchise Operations Manual") states our standards, specifications and guidelines for all products and services we require you to obtain in establishing and operating your Abu Omar Halal Franchise and approved vendors for these products and services. We will notify you of new or modified standards, specifications and guidelines through periodic amendments or supplements to the Franchise Operations Manual or through other written communication (including electronic communication such as email or through a system-wide intranet).

You must purchase, install, maintain in sufficient supply and only use fixtures, furnishings, equipment, signs and supplies that conform to the standards and specifications described in the Franchise Operations Manual or otherwise in writing. This includes a video surveillance system for your Abu Omar Halal Business.

We may utilize proprietary food products and recipes and may continue to develop and own proprietary recipes. In order to protect our trade secrets and to monitor the manufacture, packaging, processing and sale of proprietary food products, we or our affiliates may: (i) manufacture, supply and sell proprietary food products to Abu Omar Halal franchisees; and/or (ii) disclose the formula for methods and preparation of the proprietary food products to a limited number of suppliers, including one or more of our affiliates, who we authorize to manufacture these proprietary food products to our precise specifications and sell these products to Abu Omar Halal franchisees. You must purchase the proprietary products we or our affiliates develop from time to time for proprietary recipes or formulas and purchase them only from us or a third party who we have licensed to prepare and sell the products. All non-proprietary ingredients, beverage products, cooking materials, containers, cartons, bags, menus, napkins, other paper and plastic products, utensils, uniforms and other supplies and materials used in your Abu Omar Halal Business must strictly conform to our quality standards and reasonable specifications. Certain products such as cups and uniforms bearing the trademarks must be purchased by you from us and/or certain suppliers approved by us who are authorized to manufacture these products bearing our trademarks. You must purchase all take-out and delivery paper and packaging items from our affiliate, AOH.

You must at all times maintain an inventory of approved food products, beverages, ingredients and other products in sufficient quantities and variety to realize the full potential of your Abu Omar Halal Business. You must use the menus and menu boards that we designate and serve meals and products in the manner we designate.

If your Abu Omar Halal Business is located in Texas or within our delivery range, you must purchase Food Products from AOH including falafel, kibbeh, chicken, chicken marinade, beef, beef marinade, garlic sauce, chicken shawarma sauce, kabobs, Italian bread, as well as paper products and packaging. If your Abu Omar Halal Business is not located in Texas or within AOH's delivery range, you must purchase these items from our designated supplier. AOH is the only approved supplier of menus, table

tents, point-of-sale signage, Restaurant Equipment, Food Truck Equipment and Food Truck wrap and signage. Some of our officers own an interest in AOH.

You must use the POS System hardware and software that we periodically designate to operate your Abu Omar Halal Business. You must obtain the POS System hardware, software licenses, maintenance and support services and other related services that meet our specifications from the suppliers we specify. You may be required to use approved suppliers for certain technology business solutions at your expense that will support your business efficiencies, which may include phone systems, security systems, scheduling software, employee shift/task management software, inventory solutions and any other solutions we may require from time to time in the Franchise Operations Manual.

You must obtain the insurance coverage required under the Franchise Agreement, as follows: (a) comprehensive commercial general liability insurance, providing coverage on an occurrence form basis, with limits of not less than $1,000,000 each occurrence for bodily injury and property damage combined, $2,000,000 annual general aggregate, and $2,000,000 products and completed operations annual aggregate; (b) "all risk" insurance covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage under the ISO "Special Causes of Loss" form, for the full replacement value of all your property or equipment of any nature located at, on, in, or about the Restaurant, or in any way used in the operation of the Restaurant, including all contents, awnings, signs, and glass with deductibles acceptable to us; (c) "umbrella" policy providing per occurrence coverage limits of not less than $2,000,000; (d) workers' compensation insurance, if required by applicable law, in amounts specified by applicable law; employee practices liability insurance with minimum per occurrence coverage of at least $1,000,000; (f) business interruption insurance to cover your loss of revenue and ongoing expenses and to cover any amounts owing to us under the Franchise Agreement (including, in the case of a casualty loss, the Royalties, Brand Fund Contributions and other fees and payments we would have received had the casualty loss not occurred) or any other agreement between you and us or our Affiliates, in the amount specified by us in the Franchise Operations Manual or otherwise in writing for a minimum period of time as designated by us; (g) trade name restoration, loss of business income and incident response insurance for food poisoning or food-borne illness incidents at the Restaurant or any Abu Omar Halal Restaurant with coverage limits of at least $500,000 per location/incident for at least 18 months; (h) automobile liability coverage, including coverage of owned, non-owned and hired vehicles with coverage in amounts not less than $1,000,000 with combined single limit per occurrence for bodily injury and property damage; (i) any additional insurance which may be required by us, with limits not less than the amounts specified by us; and (j) any insurance which may be required by statute or rule of the state or locality in which the Restaurant is located. The insurance company must be authorized to do business in the state where your Abu Omar Halal Business is located, and must be approved by us. It must also be rated "A" or better by A.M. Best & Company, Inc. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. All insurance policies must name us and any affiliates we designate as additional named insured parties. Your policy must provide that the insurer will not cancel or materially alter the policies without giving us at least 30 days' prior written notice.

We will provide you with a list of our designated and approved suppliers in our Franchise Operations Manual. If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for products and services that require supplier approval), you must notify us and submit to us the information, specifications and samples we request. We will use commercially reasonable efforts to notify you within 30 days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service from that supplier or provider. We charge a fee ($100 to $500) to evaluate the proposed product, service or supplier. Our criteria for approving suppliers are made available

to franchisees upon request. The supplier may also be required to sign a supplier agreement with us. We may periodically re-inspect approved suppliers' facilities and products, and we reserve the right to revoke our approval of any supplier, product or service that does not continue to meet our specifications. We will send written notice of any revocation of an approved supplier, product or service. We do not provide material benefits to you based solely on your use of designated or approved sources.

We estimate that approximately 75% to 89% of purchases required to open your Abu Omar Halal Business and 45% to 60% of purchases required to operate your Abu Omar Halal Business will be from us or from other approved suppliers or under our specifications. We and our affiliates may receive rebates from some suppliers based on your purchase of products and services and we have no obligation to pass them on to our franchisees or use them in any particular manner. During our last fiscal year ended December 31, 2024 neither we nor our affiliates derived revenue or other material consideration as a result of franchisees' required purchases or leases.

We may negotiate purchase arrangements with suppliers and distributors for the benefit of our franchisees, and we may receive rebates or volume discounts from our purchase of equipment and supplies that we resell to you. We currently do not have any purchasing or distribution cooperatives.

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 Franchise Agreement/ Area Development Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	FA Section 7 ADA Section	Items 7 and 11
b. Pre-opening purchases/leases	FA Sections 7 and 19 ADA Section	Items 7, 8 and 11
c. Site development and other pre-opening requirements	FA Sections 7 and 19 ADA Section	Items 7 and 11
d. Initial and ongoing training	FA Section 8 ADA Section	Items 6, 7 and 11
e. Opening	FA Sections 7 and 12 ADA Section	Items 6, 7, 9 and 11
f. Fees	FA Sections 5, 6, 7, 8, 10, 12, 14, 16 and 20 ADA Section	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	FA Sections 9, 12 and 13ADA Section	Items 8, 11, 12, 14 and Exhibit F
h. Trademarks and proprietary information	FA Sections 9, 14 and 17 ADA Section	Items 13 and 14
i. Restrictions on products/services offered	FA Section 13 ADA Section	Items 8 and 16
j. Warranty and customer service requirements	FA Section 13 ADA Section	Items 1 and 11
k. Territorial development and sales quotas	FA Section 4 ADA Section	Items 1, 11 and 12
l. Ongoing product/service purchases	FA Section 13 ADA Section	Items 8 and 16

Obligation	Section in Franchise Agreement/ Area Development Agreement	Disclosure Document Item
m. Maintenance, appearance and remodeling requirements	FA Section 13 ADA Section	Items 7, 8 and 11
n. Insurance	FA Section 19 ADA Section	Items 6, 7 and 8
o. Advertising	FA Section 12 ADA Section	Items 11, 13 and 14
p. Indemnification	FA Section 22 ADA Section	Not Applicable
q. Owner's participation/management and staffing	FA Section 10 ADA Section	Items 11, 15 and 17
r. Records and reports	FA Section 20 ADA Section	Item 11
s. Inspections and audits	FA Section 21 ADA Section	Items 6 and 11
t. Transfer	FA Sections 15 and 16 ADA Section	Item 17
u. Renewal	FA Section 5 ADA Section	Item 17
v. Post-termination obligations	FA Sections 18 and 26 ADA Section	Item 17
w. Non-competition covenants	FA Section 18 ADA Section	Item 17 and Exhibit H-3
x. Dispute resolution	FA Section 28 ADA Section	Item 17

ITEM 10
FINANCING

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

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

Except as listed below, AOHF is not obligated to provide you with any assistance.

Pre-opening Obligations

Before you open your Abu Omar Halal Business, we (or our designee) will provide the following assistance and services to you:

1. Provide an initial training program (See Franchise Agreement - Section 5.1). We will not provide general business or operations training to your employees or independent contractors; however, we may provide limited training on the System and brand standards to your key employees.

2. Loan you one copy of the Franchise Operations Manual. The Franchise Operations Manual contains approximately 412 pages. The table of contents for the Franchise Operations Manual is attached to this Franchise Disclosure Document as Exhibit F (See Franchise Agreement - Section 6.1).

3. Provide you with advice in identifying a suitable location for your Abu Omar Halal Business, if you request assistance (See Franchise Agreement - Section 7). You must use our approved vendor to

advise and counsel you on site selection for your Abu Omar Halal Business. We must approve the site before you sign the lease.

In evaluating a proposed premises, we consider such factors as general location and neighborhood, traffic patterns, parking, size, lease terms, income per capita, existence of competitors, and other physical characteristics. Before leasing or purchasing the site for your Abu Omar Halal Business, you must submit to us, in the form we specify, a description of the site, with other information and materials we may reasonably require. We will have seven business days after we receive the information and materials to evaluate the proposed site. If we disapprove of the proposed site, you must select another site, subject to our approval. If you will operate a Restaurant, you must locate a site that we approve for your Abu Omar Halal Business within 90 days after the effective date of the Franchise Agreement. If you do not locate a site that is approved by us for your Restaurant within 90 days of the effective date of the Franchise Agreement, we may terminate the Franchise Agreement, and the Initial Franchise Fee will be forfeited. If you will operate a Permanent Food Truck, you must locate a site that we approve for your Abu Omar Halal Business within 30 days after the effective date of the Franchise Agreement. If you do not locate a site that is approved by us for your Permanent Food Truck within 30 days of the effective date of the Franchise Agreement, we may terminate the Franchise Agreement and the Initial Franchise Fee will be forfeited.

We generally do not own the premises for the Abu Omar Halal Business and lease it to you.

4. Review your lease agreement for the premises of your Abu Omar Halal Business to ensure that its terms contain our required provisions and otherwise meet our minimum standards. If you will operate a Restaurant, you must purchase or lease the site for your Abu Omar Halal Business within 120 days after the effective date of the Franchise Agreement. If you do not purchase or lease a site that is approved by us for your Restaurant within 120 days of the effective date of the Franchise Agreement, we may terminate the Franchise Agreement and the Initial Franchise Fee will be forfeited. If you will operate a Permanent Food Truck, you must purchase or lease the site for your Abu Omar Halal Business within 45 days after the effective date of the Franchise Agreement. If you do not purchase or lease a site that is approved by us for your Permanent Food Truck within 45 days of the effective date of the Franchise Agreement, we may terminate the Franchise Agreement and the Initial Franchise Fee will be forfeited (See Franchise Agreement - Section 7.2).

5. Once you have an approved premises for your Abu Omar Halal Business, we will designate a territory. (See Franchise Agreement – Section 4). If you sign an Area Development Agreement, we will designate the Development Territory before you sign the Area Development Agreement. (See Area Development Agreement – Section 1).

6. If you will operate a Restaurant, you must begin construction of your Abu Omar Halal Business within five months of the effective date of the Franchise Agreement and complete construction within 8 months of the effective date of the Franchise Agreement. We will provide a copy of our basic specifications for the design and layout for the premises of the Abu Omar Halal Business. We do not assist you in conforming the premises to local ordinances and building codes, obtaining permits, or constructing, remodeling or decorating your premises. You will be responsible for completing these services to our satisfaction and ensuring that they comply with our system standards. (Franchise Agreement - Section 7.3.).

7. Provide you with materials and consultation in connection with the grand opening marketing for your Abu Omar Halal Business (See Franchise Agreement - Section 11.2.2).

8. Provide you with up to five days of onsite training and support prior to the opening of your Abu Omar Halal Business (See Franchise Agreement - Section 7.1)

We do not provide the above services to renewal franchisees and may not provide all of the above services to franchisees that purchase existing Abu Omar Halal Businesses.

Schedule for Opening

The typical length of time between signing the Franchise Agreement or the payment of any fees and the opening of your Abu Omar Halal Business can vary from seven to eight months for Restaurants and 60 to 90 days for Food Trucks. Some factors which may affect this timing are your ability to acquire a location through lease or purchase negotiations; your ability to secure any necessary financing; your ability to comply with local zoning and other ordinances; your ability to obtain any necessary permits and certifications; the timing of the delivery of equipment, fixtures, furnishings and inventory; and the time to convert, renovate or build out the premises for your Abu Omar Halal Business.

You must open your Abu Omar Halal Business Restaurant to the public within 255 days of signing the Franchise Agreement. If you operate a Permanent Food Truck, you must open your Abu Omar Halal Business Food Truck: i) within 60 days of signing the Franchise Agreement if we currently have a Food Truck in our inventory; or ii) within 60 days after delivery to you of a Food Truck from us if we do not currently have a Food Truck in our inventory at the time you sign the Franchise Agreement. If you do not open your Abu Omar Halal Business Restaurant and/or Food Truck within the time period required, we may terminate your Franchise Agreement.

If you are an Area Developer, you must sign the Initial Franchise Agreement at the same time you sign the Area Development Agreement. The typical length of time between the signing of the Franchise Agreement and the opening of your first Abu Omar Halal Business under an Area Development Agreement is the same as for a single Abu Omar Halal Business. Each additional Abu Omar Halal Business you develop must be opened according to the terms of your Development Schedule. The site selection and approval process for each Abu Omar Halal Business under an Area Development Agreement is the same as that for a single Abu Omar Halal Business and will be governed by the Franchise Agreement signed for that location.

Continuing Obligations

During the operation of your Abu Omar Halal Business, we (or our designee) will provide the following assistance and services to you:

1. Inform you of mandatory standards, specifications and procedures for the operation of your Abu Omar Halal Business (See Franchise Agreement - Sections 4.2, 7.3, 12.2, 12.6, 12.7, 12.8 and 17.1).

2. Upon reasonable request, provide advice regarding your Abu Omar Halal Business's operation based on reports or inspections. Advice will be given during our regular business hours and through written materials, electronic media, telephone or other methods in our discretion (See Franchise Agreement - Section 6.3).

3. Provide additional training to you for newly hired personnel on the Abu Omar Halal brand and System guidelines, refresher training courses and additional training or assistance that, in our discretion, you need or request. You may be required to pay additional fees for this training or assistance (See Franchise Agreement - Section 5).

4. Allow you to continue to use confidential materials, including the Franchise Operations Manual and the Marks (See Franchise Agreement - Sections 6.1, 12.1, 12.2, 14.2 and 17).

5. We will provide you with a list of our designated and approved suppliers in our Franchise Operations Manual. You must purchase at your own cost, install, maintain in sufficient supply, and use only fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Franchise Operations Manual or otherwise in writing. (See Franchise Agreement – Section 9.1).

Optional Assistance

During the term of the Franchise Agreement, we (or our designee) may, but are not required to, provide the following assistance and services to you:

1. Modify, update or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new menu items, new equipment or new techniques (See Franchise Agreement - Sections 6.10 and 9.1).

2. Make periodic visits to the Abu Omar Halal Business for the purpose of assisting in all aspects of the operation and management of the Abu Omar Halal Business, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Abu Omar Halal Business, and detailing any problems in the operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then-current training charges (See Franchise Agreement – Section 21.1).

3. Maintain and administer a Brand Fund. We may dissolve the Brand Fund upon written notice (See Franchise Agreement - Section 11.1).

4. Hold periodic national or regional conferences to discuss business and operational issues affecting Abu Omar Halal franchisees (See Franchise Agreement - Section 8.5).

5. Reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions (See Franchise Agreement - Section 12.6).

Advertising

Brand Fund

The Brand Fund is for marketing, developing, and promoting the System, the Marks and Abu Omar Halal Franchises. Beginning on the fourth month of operations of your Abu Omar Halal Business, you must pay 2% of Gross Sales to the Brand Fund ("Brand Fund Contribution"). We reserve the right to increase the Brand Fund Contribution to 3% upon 30 days' written notice. Each franchisee will be required to contribute to the Brand Fund, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Abu Omar Halal Businesses owned by us will contribute to the Brand Fund on the same basis as franchisees.

The Brand Fund will be administered by us, or our affiliate or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The Brand Fund will be in a separate bank account, commercial account or savings account.

We have complete discretion on how the Brand Fund will be utilized. We may use the Brand Fund for local, regional or national marketing, or any expenditure that we, in our sole discretion, deem necessary or appropriate to promote or improve the System or the Abu Omar Halal brand.

We do not guarantee that advertising expenditures from the Brand Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We will not use the Brand Fund Contributions for advertising that is principally a solicitation for the sale of Franchises, but we reserve the right to include a notation in any advertisement or website indicating "Franchises Available" or similar phrasing.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Brand Fund or to maintain, direct or administer the Brand Fund. Any unused funds that were collected in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable.

The Brand Fund is not audited. Upon your written request, we will make available an annual accounting for the Brand Fund that shows how the Brand Fund proceeds have been spent for the previous year. We did not collect or spend any Brand Fund Contributions during our last fiscal year, ended on December 31, 2024.

Local Advertising

In addition to the Brand Fund Contributions, you must spend an average of 3% of your Gross Sales on local advertising ("Local Advertising Requirement"). We will measure your compliance with this requirement on a rolling three-month basis, meaning that as long as your average monthly expenditure on local advertising over the three-month period meets the minimum monthly amount that we specify, you will be deemed in compliance even if your expenditure in any given month is less than the amount that we specify. If you fail to spend the Local Advertising Requirement, you will be required to pay the difference the Brand Fund. You must issue and offer such rebates, giveaways and other promotions in accordance with advertising programs established by us, and further agree to honor the rebates, giveaways and other promotions issued by other Abu Omar Halal franchisees under any such program, so long as such compliance does not contravene any applicable law, rule or regulation. You will not create or issue any gift cards/certificates and will only sell gift cards/certificates that have been issued or sponsored by us and which are accepted at all Abu Omar Halal Businesses, and you will not issue coupons or discounts of any type except as approved by us.

If you wish to advertise online, you must follow our online policy which is contained in our Franchise Operations Manual or otherwise provided in writing. Our online policy may change as technology and the Internet changes. We may restrict your use of social media. We may not allow you to independently market on the Internet, or use any domain name, address, locator, link, metatag or search technique with words or symbols similar to the Marks. We intend that any franchisee website will be accessed only through our home page.

We may require you to order sales and marketing material from us or our designated suppliers. It is a material breach of the Franchise Agreement to use other marketing material without obtaining our prior written approval. If you desire to use your own advertising materials, you must obtain our prior approval, which may be granted or denied in our sole discretion. We will review your request and we will respond in writing within 30 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of logos, Marks and other name identification materials must follow our approved standards. You may not use our logos, Marks and other name identification materials on items to be sold or services to be provided without our prior written approval. If you use unauthorized advertising materials, you must pay a fee of $500 per occurrence to the Brand Fund.

You may be required to participate in any local or regional advertising cooperatives for Abu Omar Halal Franchises that are established. The area of each local and regional advertising cooperative will be defined by us, based on our assessment of the area. Franchisees in each cooperative will contribute an amount to the cooperative for each Abu Omar Halal Business that the franchisee owns that exists within the cooperative's area, but in no event will such contribution exceed 3% of Gross Sales. Any contributions made towards a cooperative will offset your Local Advertising Requirement. Each Abu Omar Halal Business we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions from each member. We may require that each cooperative operate with governing documents and prepare annual unaudited financial statements. We reserve the right to form, change, dissolve or merge any advertising cooperative formed in the future. If we elect to form such cooperatives, or if such cooperatives already exist near your territory, you will be required to participate in compliance with the provisions of the Franchise Operations Manual, which we may periodically modify at our discretion.

We do not currently have any advertising cooperatives. However, we reserve the right to create local or regional advertising cooperatives in the future. If established, you will be required to participate in such advertising cooperative that we may require for the purpose of creating and/or purchasing advertising programs for the benefit of all franchisees operating within a particular region. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions from each member. We may require that each cooperative operate with governing documents and prepare annual unaudited financial statements. We have the right to form, change, dissolve or merge any advertising cooperative. Your participation in any cooperative must be in compliance with the provisions of the Brand Standards Manual, which we may periodically modify at our discretion. We have the right to determine the composition of all geographic territories and market areas for each advertising cooperative. Franchisees in each cooperative will contribute an amount to the cooperative for each Franchised Business that the franchisee owns that exists within any cooperative's geographic area. Each Abu Omar Halal business we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees.

Grand Opening Program

You must pay us $10,000 to conduct a grand opening marketing, advertising and promotion for your Abu Omar Halal Business during the period beginning 30 days before and ending 30 days after the opening of your Abu Omar Halal Business.

System Website

We have established a website for Abu Omar Halal Businesses ("System Website"). We intend that any franchisee website will be accessed only through our System Website. We have the right to use the Brand Fund's assets to develop, maintain and update the System Website. We may update and modify the System Website from time to time. You must promptly notify us whenever any information on your listing changes or is not accurate. We have final approval rights of all information on the System Website. We may modify, update or add to the System Website at any time.

We are only required to reference your Abu Omar Halal Business on the System Website while you are in full compliance with your Franchise Agreement and all System standards.

Advisory Council

We do not have an advisory council to advise us on advertising policies.

Computer System

You are required to purchase a POS system ("POS System") that consists of the following hardware and software: (a) one to three POS systems with monitors, cash registers and printers; and (b) QuickBooks Online. We estimate the cost of purchasing the POS System will be approximately $1,500 plus a license fee of $140 per month per Franchise location. The POS System will manage the daily workflow of the Abu Omar Halal Business, coordinate the customer ordering experience, track inventory, labor and other information. You must record all Gross Sales on the POS System. You must store all data and information in the POS System that we designate, and report data and information in the manner we specify. The POS System will generate reports on the Gross Sales of your Abu Omar Halal Business. You must also purchase a smartphone for use in the Abu Omar Halal Business, which we estimate to cost between $600 and $800, if purchased outright. Your smartphone must also have a voicemail established in accordance with our voicemail policy set forth in our Franchise Operations Manual. You must also maintain a high-speed Internet connection at the premises of the Abu Omar Halal Business. In addition to offering and accepting Abu Omar Halal gift cards and loyalty cards, you must accept all credit cards and debit cards that we specify in the Franchise Operations Manual or otherwise in writing.

We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the POS System (Franchise Agreement - Section 12.6). You must arrange for installation, maintenance and support of the POS System at your cost. There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance, repairs or upgrades relating to the POS System.

The cost of maintaining, updating, or upgrading the POS System or its components will depend on your repair history, costs of computer maintenance services in your area, and technological advances. We estimate the annual cost will be approximately $0 to $500, but this could vary (as discussed above). We may revise our specifications for the Computer System periodically.

You must pay our then-current technology business solutions fees to approved suppliers for certain business solutions that will support your business efficiencies, which may include phone systems, security systems, scheduling software, employee shift/task management software, music subscription, inventory solutions and any other solutions we may require from time to time in the Franchise Operations Manual for your Abu Omar Halal Business. We reserve the right to upgrade, modify and add new systems and software, which may result in additional initial and ongoing expenses that you will be responsible for. You will be responsible for any increase in fees that result from any upgrades, modifications or additional systems or software and for any increase in fees from third-party providers.

We (or our designee) have the right to independently access the electronic information and data and video surveillance relating to your Abu Omar Halal Business and to collect and use your electronic information and data in any manner, including to promote the System and the sale of Franchises. This may include posting financial information of each franchisee on an intranet website. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your POS System remotely, in your Abu Omar Halal Business or from other locations.

Training

Initial Training

You or your Responsible Owner and any Franchise Manager (defined in Item 15) or representative that we require must complete the initial training to our reasonable satisfaction, as determined by the specific program instructors, before you open your Abu Omar Halal Business. You must complete the initial training program at least two weeks prior to opening. We provide initial training at no cost for up to five people so long as everyone attends the initial training at the same time. You must pay a $100 fee per day for training each additional person. Initial training classes are held whenever necessary to train new franchisees. You will not receive any compensation or reimbursement for services or expenses for participation in the initial training program. You are responsible for all your expenses to attend any training program, including employee payroll, lodging, transportation, food and similar expenses. We plan to provide the training listed in the table below.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Business Orientation / Company Mission and Objectives	1 Hour	0	Houston, Texas and/or On Site at the Franchisee's Location
Products and Services Overview	2 Hours	0	Houston, Texas and/or On Site at the Franchisee's Location
Daily Operations / Management / Customer Service	4 Hours	36 Hours	Houston, Texas and/or On Site at the Franchisee's Location
Employees / Staffing & Scheduling	2-4 Hours	2 Hours	Houston, Texas and/or On Site at the Franchisee's Location
Employee Training	1-2 Hours	16-30 Hours	Houston, Texas and/or On Site at the Franchisee's Location
Accounting and Bookkeeping	2-3 Hours	2 Hours	Houston, Texas and/or On Site at the Franchisee's Location
Advertising & Marketing	1 Hour	0	Houston, Texas and/or On Site at the Franchisee's Location
Cleaning & Maintenance	1 Hour	0	Houston, Texas and/or On Site at the Franchisee's Location

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
POS System	0	1-2 Hours	Houston, Texas and/or On Site at the Franchisee's Location
TOTAL (Brick-and-Mortar Franchise Training	**14-18 Hours**	**57-72 Hours**	
Food Truck Training Program			
All of the above training topics and hours	14-18 Hours	60-72 Hours	At the Franchisee's Location
Food Truck Training (if applicable to the Franchise Business)	0	2 Hours	At the Franchisee's Location
TOTAL (Food Truck Franchise Training)	**14-18 Hours**	**62-74 Hours**	

Notes:

1. We reserve the right to vary the length and content of the initial training program based upon the experience and skill level of the individual attending the initial training program. We will use the Franchise Operations Manual as the primary instruction materials during the initial training program.

2. Fouad Mankarious currently oversees our training program for Abu Omar Halal Businesses in Houston, Texas. Mr. Mankarious is our Franchise Training Manager, providing direction, guidance, and strategic counsel for new franchisees. Mr. Mankarious brings more than 30 years of experience in training employees for businesses similar to those offered by us.

3. Abdalfatah Alhalawani is our Lead Trainer, and provides training related to kitchen operations and business management. Mr. Alhalawani has 10 years of experience providing similar training to Abu Omar Halal employees.

4. Mohammad Omar Altawaha is our President, and provides direction, guidance, and strategic counsel on all aspects of the Abu Omar Halal Business. Mr. Altawaha has 16 years of experience operating Abu Omar Halal Businesses.

5. Rami Alkhatib is our Operations Manager, and provides training related to daily operations, merchandising, customer service, advertising, and marketing. Mr. Alkhatib has 4 years of experience working with Abu Omar Halal Businesses, and 25 years of experience providing similar types of employee training.

6. Mohammad Abu Hammour is our Accountant, and provides training related to finances and daily operations. Mr. Hammour has 10 years of experience providing similar training to Abu Omar Halal employees.

7. We reserve the right to appoint and substitute other individuals to assist in providing training, but all of our training personnel will have at least one year of experience in the subject matters that they teach.

Ongoing Training

From time to time, we may require that you or your Responsible Owner, Franchise Manager and other employees attend system-wide refresher or additional training courses. Some of these courses may be optional, while others may be required. If you appoint a new Responsible Owner or transfer ownership, or if you hire a new Franchise Manager, that person must attend and successfully complete our initial training program before assuming responsibility for the management of your Abu Omar Halal Business. You may also request that we provide additional training (either at corporate headquarters or at your Abu Omar Halal Business). If such training is conducted at our corporate headquarters, you must pay us our then-current training fee (currently, $100 per attendee per day) for additional training, and you must pay for airfare, meals, transportation costs, lodging and incidental expenses for all of your training program attendees. If we determine that you are not operating your Abu Omar Halal Business in compliance with the Franchise Agreement or the Franchise Operations Manual, we may require that your Responsible Owner, Franchise Manager and other employees attend remedial training at our corporate headquarters. You will be required to pay us the then-current training fee for any such training. If the training program is conducted at your Abu Omar Halal Business, you must pay us our then-current training fee and reimburse us for the expenses we or our representatives incur in providing the training.

In addition to participating in ongoing training, you will be required to attend any national or regional meeting or conference of franchisees. You are responsible for any conference fee and all travel and expenses for your attendees.

ITEM 12
TERRITORY

Franchise Agreement

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You will receive a protected territory ("Territory") which means that during the term of the Franchise Agreement, we will not establish or franchise others to establish another Abu Omar Halal Business within your designated territory.

You may operate your Restaurant or Permanent Food Truck only at the approved location. The approved location for your Restaurant or Permanent Food Truck will be listed in the Franchise Agreement. If you have not identified an approved location for your Restaurant or Permanent Food Truck when you sign the Franchise Agreement, as is typically the case, you and we will agree on the approved location in writing and amend the Franchise Agreement after you select and we approve the approved location. You are not guaranteed any specific approved location, and you may not be able to obtain your top choice as your approved location. You may not conduct your Abu Omar Halal Business from any other location, unless you are a Restaurant and you also purchase a Mobile Food Truck to operate solely within your Territory.

The Territory for Restaurants is determined based on the geographic area and populations properties within that area and other relevant demographic characteristics and will typically be a 100,000 people. We will not grant you this right if your Restaurant is located in a metropolitan area (areas in which the population during any 24-hour period exceeds 50,000 persons per square mile). In addition, we may

not grant you this right if your Restaurant or Permanent Food Truck will be located in a non-traditional location such as an airport, hotel, convention center, sports arena or stadium, college campus, amusement park, or a similar venue.

The Territory for Permanent Food Trucks is determined based on the geographic area and populations properties within that area and other relevant demographic characteristics and will typically be a radius between one to five miles depending on the population density of the area.

The Territory for a Mobile Food Truck is the same as the Territory for the Restaurant the Mobile Food Truck is associated with.

You are not prohibited from directly marketing to or soliciting customers whose principal residence is outside of your Territory. If you renew your Franchise, your Territory may be modified depending on the then-current demographics of the Territory, and on our then-current standards for territories. No other circumstances permit us to modify your territorial rights.

You must follow our off-site policies and procedures in our Franchise Operations Manual, however you will not be permitted to provide catering and delivery services in the territories of other Abu Omar Halal Businesses. These policies may require you to provide catering and delivery services and/or utilize third-party delivery services. You may be required to use the third-party delivery service(s) with which we have a national contract, and you may not contract with any other delivery platform without our written approval. We reserve the right to establish a non-exclusive delivery system such as call-ahead, internet-order, mobile application or similar program in which case you agree to participate and pay all fees and charges we, our affiliate or designated supplier incurs for your participation. We may impose restrictions in the future that prevent you from providing catering and delivery services outside of your Territory.

We retain all territory rights (for ourselves and our affiliates) not expressly granted to you. We may use the Marks or the System to sell any products or services similar to those which you will sell through any alternate channels of distribution within or outside of the Territory, including other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet. We and our affiliates have the right to operate, and to license others to operate, Abu Omar Halal Businesses at any location outside the Territory, even if doing so will or might affect your operation of your Abu Omar Halal Business. You are not granted any rights to use the Internet as a channel of distribution and may not independently market on the Internet or conduct e-commerce unless we have expressly allowed you to do so under our online policy in the Franchise Operations Manual or as otherwise provided in writing.

We may use trademarks other than the Marks to sell any products or services similar to those which you will sell within or outside of the Territory. We may purchase, be purchased by, merge or otherwise acquire competitive businesses within and outside the Territory. If such a situation occurs, the newly acquired businesses may not operate under the Marks in the Territory but may operate under the System. We may implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We have the right to issue mandatory policies to coordinate such multi-area marketing programs. Although we reserve the rights described, neither we nor any affiliate, operates, franchises or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those offered by you or our other Franchises.

We are not required to pay you if we exercise any of our rights within your Territory. The continuation of the Territory is not dependent upon your achievement of a certain sales volume, market

penetration or other contingency (other than complying with the terms of the Franchise Agreement). We will not be required to pay any compensation for soliciting or accepting orders inside your Territory.

You may not relocate your Abu Omar Halal Business without our prior written approval. We may approve a request to relocate your Abu Omar Halal Business in accordance with the provisions of the Franchise Agreement that provide for the relocation of your Abu Omar Halal Business, and our then-current site selection policies and procedures. We may require that your Territory be modified as a condition to our approval of you relocating your Abu Omar Halal Business. No other circumstances permit us to modify your territorial rights.

Unless you signed an Area Development Agreement, you do not receive the right to acquire additional Abu Omar Halal Franchises unless you purchase the right in your Area Development Agreement. You are not given a right of first refusal on the sale of existing Abu Omar Halal Franchises. You do not receive the right to acquire additional Abu Omar Halal Franchises within the Territory.

If you wish to purchase an additional Abu Omar Halal Franchise, you must apply to us, and we may, at our discretion, offer an additional Abu Omar Halal Franchise to you. We consider a variety of factors when determining whether to grant additional Abu Omar Halal Franchises. Among the factors we consider, in addition to the then-current requirements for new Abu Omar Halal franchisees, are whether or not the franchisee is in compliance with the requirements under their current Franchise Agreement.

Area Development Agreement

You are assigned a Development Territory in the Area Development Agreement. You must develop a designated number of Abu Omar Halal Franchises in the Development Territory. The size of the Development Territory will depend on the number of Abu Omar Halal Businesses to be developed, the demographics of the territory, the population and other factors. The size of the Development Territory may be a single or multi-city area, single county area or some other area, and will be described in Attachment A of your Area Development Agreement. We will determine the Development Territory before you sign the Area Development Agreement based on various market and economic factors. In certain densely-populated metropolitan areas, a Development Territory may be small if it has a high population density, while Development Territories in less densely-populated urban areas may have significantly larger areas.

The Development Territory will be an exclusive territory for the development of Abu Omar Halal Franchises during the term of the Area Development Agreement so long as you are in compliance with the Area Development Agreement. This exclusivity grants you the exclusive rights to open a certain number of Franchises in the Development Territory. The rights granted under the Area Development Agreement relate only to the development of the Abu Omar Halal Franchises identified in the Area Development Agreement. So long as you are in compliance with the Area Development Agreement, we will not establish or franchise others to establish another Abu Omar Halal Business within your Development Territory during the term of the Area Development Agreement.

We may conduct any other type of activities within your Development Territory that we are permitted to conduct under the Franchise Agreement. The Development Territory will terminate upon the earlier of completion of the Development Schedule or the termination of the Area Development Agreement. After the termination or expiration of the Area Development Agreement, the only territorial protections that you will receive upon termination will be those under each individual franchise agreement.

Upon your first failure to adhere to the Development Schedule, you will lose the exclusivity granted for the Development Territory. Any second or additional failures to adhere to the Development Schedule

will constitute a material event of default under the Area Development Agreement and we may: (i) terminate the Area Development Agreement; (ii) reduce the area of the Development Territory; (iii) permit you to extend the Development Schedule; or (iv) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

Area Developers must own at least a fifty-one percent (51%) equity interest in the franchisee for each Abu Omar Halal Franchise developed under the Area Development Agreement.

ITEM 13
TRADEMARKS

The Marks and the System are owned by AOH and are licensed exclusively to us. AOH has granted us an exclusive license ("Trademark License") to use the Marks to franchise the System around the world. The Trademark License is for 10 years and began on November 1, 2023. It will automatically renew for subsequent 10-year periods so long as we are not in default or do not materially breach the Trademark License by engaging in any activity which damages the Marks or the goodwill of the System. If the Trademark License is terminated, AOH has agreed to license the Marks directly to our franchisees until each franchise agreement expires or is otherwise terminated. Except for the Trademark License, no agreement significantly limits our right to use or license the Marks in any manner material to the Abu Omar Halal Franchise. AOH has registrations with the United States Patent and Trademark Office ("USPTO") for the following Marks:

Trademark	Registration Number	Date of Registration	Status
abu omar halal	5,467,000	May 15, 2018	Registered on the Principal Register
	7,460,817	July 30, 2024	Registered on the Principal Register

There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board or the trademark administrator of any state, or any court, and no pending infringement, opposition or cancellation proceedings or material litigation involving the Marks. All required affidavits and renewals have been filed.

We do not know of any superior prior rights or infringing uses that could materially affect your use of the trademarks. You must follow our rules when using the Marks. You cannot use our name or Mark as part of a corporate name or with modifying words, designs or symbols unless you receive our prior written consent. You must indicate to the public in any contract, advertisement and with a conspicuous sign in the premises of your Abu Omar Halal Business that you are an independently-owned and operated licensed franchisee of Abu Omar Halal. You may not use the Marks in the sale of unauthorized products or services or in any manner we do not authorize. You may not use the Marks in any advertising for the

transfer, sale or other disposition of the Abu Omar Halal Franchise, or any interest in the Abu Omar Halal Franchise. All rights and goodwill from the use of the Marks accrue to us.

We will defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks. If we learn of an infringing user, we will take the action appropriate, but we are not required to take any action if we do not feel it is warranted. You must notify us within three business days if you learn that any party is using the Marks or a trademark that is confusingly similar to the Marks. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you.

If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within 30 days after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must not directly or indirectly contest our right to the Marks. We may acquire, develop and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We claim the following information as proprietary information protected by copyright and other laws: information in the Franchise Operations Manual, designs contained in the Marks, advertising materials ingredients and formula of our products and recipes, and other system writings and recordings in print or electronic form. We have not applied for copyright registration for these items. We grant you the right to use this proprietary information for which we claim common law copyright protection ("Copyrighted Works") for the operation of your Abu Omar Halal Franchise, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are there any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works.

Our Franchise Operations Manual, communications, promotional materials, training materials, product and services, financial data of Abu Omar Halal Franchises our System, policies, procedures, related to the development, operation and franchising of Abu Omar Halal Franchises, are proprietary and confidential ("Confidential Information") and are our property to be used by you only as described in the Franchise Agreement and the Franchise Operations Manual. Where appropriate, certain information has also been identified as trade secrets ("Trade Secrets"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you for you to develop your Abu Omar Halal Franchise under the Franchise Agreement. The Confidential Information and Trade

Secrets are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce.

You must notify us within three business days after you learn about another's use of language, a visual image or a recording of any kind that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets.

No patents or patents pending are material to us at this time.

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

We require that you either directly operate your Abu Omar Halal Business or designate a manager ("Franchise Manager") who has been approved by us. The "Responsible Owner" is an individual who will be principally responsible for communicating with us about the Abu Omar Halal Business. The Responsible Owner must have the authority and responsibility for the day-to-day operations of your Abu Omar Halal Business. If you are an individual, you are the Responsible Owner. If you are a legal entity, you must appoint an individual that has at least a 25% equity interest in the legal entity to be the Responsible Owner. Your Responsible Owner and your Franchise Manager, if any, must successfully complete our training program (See Item 11). If you replace your Responsible Owner or Franchise Manager, the new Responsible Owner or Franchise Manager must satisfactorily complete our training program at your own expense. We do not require that your Franchise Manager have an ownership interest in the Franchisee.

If you are a legal entity, each owner (i.e., each person holding an ownership interest in you) must sign a Franchise Owner Agreement, which is attached to the Franchise Agreement as Attachment D. We also require that the spouses of the Franchise owners sign the Franchise Owner Agreement. Any Franchise Manager and officer of your legal entity must sign the "System Protection Agreement," the form of which is attached to this Franchise Disclosure Document in Exhibit H (unless they already signed a Franchise Owner Agreement). All of your employees, independent contractors, agents or representatives that may have access to our confidential information must sign a confidentiality agreement (unless they already signed a System Protection Agreement), the current form of which is attached to this Franchise Disclosure Document in Exhibit H.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those products and services authorized by us, and which meet our standards and specifications. Authorized products may differ among our franchisees, and may vary

depending on the operating season and geographic location of your Abu Omar Halal Business or other factors. You must follow our policies, procedures, methods and techniques. You must sell or offer for sale all types of products and services specified by us. We may change or add to our required products and services, at our discretion, with prior notice to you. If we change or add to our required products and services, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. There are no limitations on our rights to make changes to the required products and services offered by you. You must discontinue selling and offering for sale any products and services that we disapprove. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions.

You may not establish an account or participate in any social networking sites or blogs or mention or discuss the Abu Omar Halal Franchise, us or any of our affiliates without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales. Otherwise, we place no restrictions upon your ability to serve customers, provided you do so from the location of your Abu Omar Halal Business in accordance with our policies.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 5.1	10 years.
b. Renewal or extension	Section 5.1	If you are in good standing and you meet other requirements, you may add one successor term of 10 years.

Provision	Section in Franchise Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 5.2	The term "renewal" refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. Your successor franchise rights permit you to remain as a Franchise after the initial term of your Franchise Agreement expires if you are in good standing and you meet other requirements. You must notify us in writing of your desire to enter into a successor franchise agreement not less than 90 days nor more than 180 days before the expiration of the term. You must sign our then-current Franchise Agreement and ancillary documents for the successor term, and this new franchise agreement may have materially different terms and conditions (including, e.g., higher royalty and advertising contributions) from the Franchise Agreement that covered your original term.
d. Termination by franchisee	Section 23	You may terminate the Franchise Agreement if you are in compliance with it, and we are in material breach, and we fail to cure that breach within 60 days of receiving written notice.
e. Termination by franchisor without cause	Not Applicable	Not Applicable.
f. Termination by franchisor with cause	Section 24.2	We can terminate upon certain violations of the Franchise Agreement by you.
g. "Cause" defined - curable defaults	Section 24.3	You have 30 days to cure defaults listed in Section 24.3.
h. "Cause" defined - non-curable defaults	Section 24.2	Non-curable defaults: the defaults listed in Section 24.2 of the Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	Sections 5.3, 18.3, 25 and 26	Obligations include complete de-identification, payment of amounts due and return of confidential Franchise Operations Manual, all Confidential Information, Trade Secrets and records.
j. Assignment of contract by franchisor	Section 15	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	Section 16.1	Includes any voluntary, involuntary, direct or indirect assignment, sale, gift, exchange, grant of a security interest or change of ownership in the Franchise Agreement, the Franchise or interest in the Franchise.
l. Franchisor approval of transfer by franchisee	Section 16.1	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 16.3	If you are in good standing and meet other requirements listed in Section 16.3, we may approve your transfer to a new owner.

Provision	Section in Franchise Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Section 16.2	We have 30 days to match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Section 27	We may, but are not required to, purchase your Franchise, inventory or equipment at fair market value if your Franchise is terminated for any reason.
p. Death or disability of franchisee	Section 16.5	The franchise agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Franchise Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.
q. Non-competition covenants during the term of the franchise	Section 18.2	You may not participate in a diverting business, have owning interest of more than 5%, inducing any customer to transfer their business to you or perform services for a competitive business anywhere. You may not interfere with our or our other franchisees' Abu Omar Halal Franchises.
r. Non-competition covenants after the franchise is terminated or expires	Section 18.3	Owners may not have an interest in, own, manage, operate, finance, control or participate in any competitive business within 25 mile(s) of your Abu Omar Halal Business or any Abu Omar Halal Business, open or under development, for two year(s). If you or your Responsible Owner engages in any activities prohibited by the Franchise Agreement during the restricted period, then the restricted period applicable to you or the non-compliant Responsible Owner will be extended by the period of time during which you or the non-compliant Responsible Owner, as applicable, engaged in the prohibited activities.
s. Modification of agreement	Sections 9.1 and 30.9	No modifications of the Franchise Agreement during the term unless agreed to in writing, but the Franchise Operations Manual is subject to change at any time in our discretion. Modifications are permitted on renewal.
t. Integration/merger clause	Section 30.9	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 28	Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Houston, Texas).

Provision	Section in Franchise Agreement	Summary
v. Choice of forum	Section 28.4	All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Houston, Texas), subject to applicable state law.
w. Choice of law	Section 30.1	Texas law applies, subject to applicable state law.

THE AREA DEVELOPER RELATIONSHIP

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

Provision	Section in Area Development Agreement	Summary
a. Length of the franchise term	1.2	Until the expiration or termination of the Area Development Agreement.
b. Renewal or extension	Not applicable	Not applicable.
c. Requirements for area developer to renew or extend	Not applicable	Not applicable.
d. Termination by area developer	Not applicable	You may terminate under any grounds permitted by law.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with cause	Sections 4.2, 7.1 and 7.3	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, any individual Franchise Agreement or any other agreement with us, or if you fail to comply with the Development Schedule on two or more occasions.
g. "Cause" defined – curable defaults	Not applicable	Not applicable.
h. "Cause" defined – non-curable defaults	Sections 4.2, 7.1 and 7.3	If you default on the Area Development Agreement or any individual Franchise Agreement, or any other agreement with us, or if you fail to comply with the Development Schedule on two or more occasions.
i. Area Developer's obligations on termination/non-renewal	Section 7.4	Obligations include the payment of all amounts due. You remain bound by all Franchise Agreements.
j. Assignment of contract by franchisor	Section 8.1	No restrictions on our right to assign the Area Development Agreement.
k. "Transfer" by area developer – definition	Not applicable	Not applicable.

Provision	Section in Area Development Agreement	Summary
l. Franchisor approval of transfer by area developer	8.2	You may not assign the Area Development Agreement or any rights to the Development Territory.
m. Conditions for franchisor approval of transfer	Not applicable	Not applicable.
n. Franchisor's right of first refusal to acquire area developer's business	Not applicable	Not applicable
o. Franchisor's option to purchase area developer's business	Not applicable	Not applicable
p. Death or disability of area developer	Section 7.2	Upon death or disability, the Area Development Agreement automatically terminates.
q. Non-competition covenants during the term of the franchise	Not applicable	Not applicable.
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	Not applicable.
s. Modification of agreement	Section 10	No modifications of the Area Development Agreement unless agreed to in writing.
t. Integration/merger clause	Section 10	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of this Disclosure Document and the Area Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 13	Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Houston, Texas).
v. Choice of forum	Section 13	All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Houston, Texas), subject to applicable state law.
w. Choice of law	Section 13	Texas law applies, 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 disclose 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 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 performance at a particular location or under particular circumstances.

As of December 31, 2024, we operated 22 affiliate-owned businesses ("Affiliate Locations"), consisting of 14 food trucks and eight shopping center locations, with no franchised businesses. The information in the tables below is a historical financial performance representation of the Affiliate Locations that were in operation for 12 months or longer as of December 31, 2024 ("Reporting Group") for the 2024 calendar year ("Reporting Period"). The Reporting Group consists of 11 food truck Affiliate Locations ("FT Locations") and seven shopping center locations ("SC Locations"). We have excluded three food trucks and one shopping center from the Reporting Group as they did not operate the full year in 2024.

The Affiliate Locations included in this financial performance representation offers similar services and faces a similar degree of competition anticipated for the franchised Abu Omar Halal businesses offered under this Franchise Disclosure Document. The Affiliate Locations utilizes our System and are substantially similar to the franchises we offer. The Affiliate Locations opened at different times and are operated by members of our leadership team with significant experience in the industry. These locations benefit from brand awareness and market presence in their respective regions and offer similar menu items while facing a comparable level of competition anticipated for franchised businesses under this Franchise Disclosure Document. The Reporting Group does not pay Royalties, Technology Fees or Brand Fund Contributions and are not subject to the Local Advertising Requirement. This historical data was sourced from the operators of the Reporting Group and our internal systems. The financial data provided has not been audited. All figures in Tables 1 and 2 have been rounded to the nearest dollar.

This financial performance representation contains historical financial performance data reported by the Reporting Group in the Reporting Period. Table 1 provides information on the FT Locations and Table 2 provides information on the SC Locations.

Table #1
Food Trucks – 11 Reporting Locations
Annual Financial Information for 2024 for the Affiliate Locations

	Average		Number and % of locations that met or exceeded the average		Highest location		Lowest location		Median	
Gross Sales		**%**	**#**	**%**		**%**		**%**		**%**
Gross Sales - Food	$ 618,020		4	36.36%	$ 961,657		$ 348,466		$ 655,061	
Gross Sales - Beverages	117,718		4	36.36%	183,173		66,374		124,774	
Total Gross Sales	**735,738**		3	27.27%	**1,144,830**		**414,840**		**779,835**	
Cost of Goods Sold	**270,450**	36.76%	4	36.36%	**380,536**	33.24%	**154,648**	37.28%	**267,592**	34.31%
Gross Profit	**465,287**	63.24%	9	81.82%	**764,294**	66.76%	**260,192**	62.72%	**512,243**	65.69%
Operating Expenses										
Lease Costs	21,651	2.94%	3	27.27%	28,600	2.50%	17,550	4.23%	23,075	2.96%
Employee Wages & Payroll Taxes	130,081	17.68%	6	54.55%	150,436	13.14%	81,640	19.68%	116,038	14.88%
Advertising & Marketing	22,808	3.10%	4	36.36%	35,490	3.10%	12,860	3.10%	24,175	3.10%
Other operating expenses	76,996	10.47%	5	45.45%	96,586	8.44%	49,444	11.92%	73,015	9.36%
Total Disclosed Operating Expenses	**251,535**	34.19%	6	54.55%	**311,112**	27.18%	**161,494**	38.93%	**236,303**	30.30%
Adjusted EBITDA before Franchise-Related Adjustments	**$ 213,752**	29.05%	3	27.27%	**$ 453,182**	39.59%	**$ 98,698**	23.79%	**$ 275,940**	35.38%
Franchise-Related Adjustments										
Royalty	44,144	6.00%			68,690	6.00%	24,890	6.00%	46,790	6.00%
Brand Fund Contribution	14,715	2.00%			22,897	2.00%	8,297	2.00%	15,597	2.00%
Local Advertising (Difference)	(736)	-0.10%			(1,145)	-0.10%	(415)	-0.10%	(780)	-0.10%
Technology fees	1,200	0.16%			1,200	0.10%	1,200	0.29%	1,200	0.15%
Total Adjusted Disclosed Operating Expenses	59,323	8.06%			91,642	8.00%	33,972	8.19%	62,807	8.05%
Adjusted EBITDA	**$ 154,429**	20.99%	5	45.45%	**$ 361,541**	31.58%	**$ 64,726**	15.60%	**$ 213,133**	27.33%

Table #2
Shopping Centers – 7 Reporting Locations
Annual Financial Information for 2024 for the Affiliate Locations

	Average		Number and % of locations that met or exceeded the average		Highest location		Lowest location		Median	
Gross Sales		%	#	%		%		%		%
Gross Sales - Food	$ 992,716		3	42.86%	$ 1,777,432		$ 596,839		$ 1,187,135	
Gross Sales - Beverages	189,089		2	28.57%	338,558		113,684		226,121	
Total Gross Sales	**1,181,805**		3	42.86%	**2,115,991**		**710,522**		**1,413,256**	
Cost of Goods Sold	405,433	34.31%	2	28.57%	**689,416**	32.58%	**206,284**	29.03%	**447,850**	31.69%
Gross Profit	**776,372**	65.69%	3	42.86%	**1,426,575**	67.42%	**504,238**	70.97%	**965,406**	68.31%
Operating Expenses										
Lease Costs	43,914	3.72%	4	57.14%	50,804	2.40%	30,160	4.24%	40,482	2.86%
Employee Wages & Payroll Taxes	202,050	17.10%	2	28.57%	280,800	13.27%	167,440	23.57%	224,120	15.86%
Advertising & marketing	37,818	3.20%	2	28.57%	67,712	3.20%	22,737	3.20%	45,224	3.20%
Other operating expenses	110,556	9.35%	3	42.86%	180,099	8.51%	74,545	10.49%	127,322	9.01%
Total Disclosed Operating Expenses	**394,338**	33.37%	3	42.86%	**579,415**	27.38%	**294,882**	41.50%	**437,148**	30.93%
Adjusted EBITDA before Franchise-Related Adjustments	**$ 382,034**	32.33%	3	42.86%	**$ 847,160**	40.04%	**$209,357**	29.47%	**$ 528,258**	37.38%
Franchise-Related Adjustments										
Royalty	70,908	6.00%			126,959	6.00%	42,631	6.00%	84,795	6.00%
Brand Fund Contribution	23,636	2.00%			42,320	2.00%	14,210	2.00%	28,265	2.00%
Local Advertising (Difference)	(2,364)	-0.20%			(4,232)	-0.20%	(1,421)	-0.20%	(2,827)	-0.20%
Technology fees	1,200	0.10%			1,200	0.06%	1,200	0.17%	1,200	0.08%
Total Adjusted Disclosed Operating Expense	93,381	7.90%			166,247	7.86%	56,621	7.97%	111,434	7.88%
Adjusted EBITDA	**$ 288,653**	24.42%	4	57.14%	**$ 680,913**	32.18%	**$152,736**	21.50%	**$ 416,824**	29.49%

Notes:

1. "Gross Sales" means the total revenue derived from the sale of goods or services less sales tax, discounts, allowances, and returns.

2. "Cost of Goods Sold" includes the cost of food, beverage, ingredients, paper and packaging products, as well as shipping fees.

3. "Gross Profit" refers to Gross Sales less Cost of Goods Sold.

4. "Disclosed Operating Expenses" includes lease costs, employee wages and payroll taxes, advertising and marketing expenses, and Other Operating Expenses (defined below).

5. "Other Operating Expenses" include costs incurred by the respective Reporting Group, such as insurance, legal and professional fees, cleaning and janitorial services, bank fees, office supplies, maintenance, utilities, security services, telephone expenses, credit card fees, and dues and subscription fees.

6. Franchise-Related Expenses. We have imputed the following expenses based on the terms contained in our current form of Franchise Agreement: Royalty equal to 6% of Gross Sales, a Technology Fee equal to $100 per month and a Brand Fund Fee equal to 2% of Gross Sales. Franchisees are required to spend 3% of Gross Sales per month (calculated on a rolling 3-month average) on local advertising. Because the Affiliate Locations incurred advertising expenses in excess of the 3% required of franchisees (as shown under the Disclosed Operating Expenses), we have credited the excess advertising amount spent against the imputed local advertising requirement to reconcile the expense totals. The illustrative adjustments of adding the Franchise-Related Expenses are based on the fees that would have been charged if the Reporting Group were operating under the terms of our Franchise Agreement. In making the Franchise-Related Adjustments, we assumed that any additional expenses would not have a direct or indirect material effect on revenue or other expenses.

7. "Adjusted EBITDA" equals net income minus Franchise-Related Expenses. It does not include the deduction of excluded expenses discussed below. Adjusted EBITDA does not include the deduction of non-operating expenses, such as interest, taxes, amortization, and depreciation.

8. "Excluded Expenses." The financial performance representations in this Item 19 do not reflect all expenses such as taxes and amortization that must be deducted from the Gross Sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. We excluded certain expenses that a franchised Abu Omar Halal Business will not incur. We excluded website design and maintenance costs, because we will provide the website for franchised Abu Omar Halal Businesses. We also excluded trademark attorney legal fees and registration fees, as franchised Abu Omar Halal Businesses will not incur these expenses. Franchised Abu Omar Halal Businesses will utilize our trademarks and website services.

9. "Total Adjusted Disclosed Operating Expenses" equals Disclosed Operating Expenses plus Franchise Related Adjustments.

10. "Adjusted EBITDA before Franchise-Related Adjustments." "EBITDA" refers to Earnings Before Interest, Taxes, Depreciation and Amortization." "Adjusted EBITDA before Franchise-Related Adjustments" equals Total Gross Sales less Cost of Goods Sold and Total Disclosed Operating Expenses. Adjusted EBITDA before Franchise-Related Adjustments does not include: (i) the deduction of non-operating expenses such as interest, income tax, depreciation, and amortization that must be further deducted from the Total Gross Sales figures to obtain your net income or profit; (ii) the deduction of the Excluded Expenses; and (iii) the deduction of Franchise-Related Adjustments. "Adjusted EBITDA" refers to Adjusted EBITDA before Franchise-Related Adjustments after the deduction of the Franchise-Related Adjustments.

Some outlets have earned this amount. Your individual results may differ. There is no assurance you'll earn as much.

Written substantiation of all data illustrated above will be made available to you upon reasonable request.

Other than the preceding financial information, we do not make any representation about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such

representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mohammad Altawaha at 2603 Augusta Drive, Unit 175, Houston, Texas 77057, (855) 228-6277 Ext. 1 or franchise@abuomarhalal.com the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For Years 2022 - 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	15*	15*	0
	2023	15*	19**	+4
	2024	19**	22***	+3
Total Outlets	2022	15*	15*	0
	2023	15*	19**	+4
	2024	19**	22***	+3

* This includes 7 company-owned Restaurants and 8 company-owned Food Trucks.
** This includes 8 company-owned Restaurants and 11 company-owned Food Trucks.
*** This includes 8 company-owned Restaurants and 14 company-owned Food Trucks.

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022 - 2024

State	Year	Number of Transfers
Totals	2022	0
	2023	0
	2024	0

Table No. 3

Status of Franchise Outlets
For Years 2022 - 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Total	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Table No. 4

Status of Company-Owned Outlets
For Years 2022 - 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2022	1	0	0	0	0	1
	2023	1	1	0	0	0	2
	2024	2	0	0	0	0	2
Florida	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Louisiana	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
	2024	1	1	0	0	0	2
Oklahoma	2022	1	0	0	0	0	1
	2023	1	1	0	0	0	2
	2024	2	0	0	0	0	2
Texas	2022	12	0	0	0	0	12
	2023	12	1	0	0	0	13
	2024	13	2	0	0	0	15
Total Outlets	2022	15	0	0	0	0	15
	2023	15	4	0	0	0	19
	2024	19	3	0	0	0	22

Table No. 5

Projected Openings as of
December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	3	0
California	0	0	1
Oklahoma	0	0	0
Texas	0	5	2
Total	0	8	3

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit E. The name and last known address and telephone number of every current franchisee and every franchisee who has had an Abu Omar Halal Franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one-year period ending December 31, 2024 or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit E. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the Abu Omar Halal System. During the last three years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Abu Omar Halal Franchise System. You may wish to speak with current and former franchisees, but know that not all such franchisees can communicate with you. If you buy an Abu Omar Halal Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

ITEM 21
FINANCIAL STATEMENTS

Exhibit B contains the financial statements required to be included with this Franchise Disclosure Document: unaudited financial statements as of April 30, 2025 audited financial statements as of December 31, 2024. Our fiscal year end is December 31. The Franchisor has not been in business for three years or more, and therefore cannot include the same financial statements as a franchisor that has been in business for three or more years.

ITEM 22
CONTRACTS

Exhibit C	Franchise Agreement
Exhibit D	Area Development Agreement
Exhibit G	State Addenda and Agreement Riders
Exhibit H	Contracts for use with the Abu Omar Halal Franchise

Exhibit I Franchise Disclosure Questionnaire

ITEM 23
RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit K, are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

State Administrator and Agent for Service of Process:
Commissioner
Department of Financial Protection and Innovation
320 W. 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
(866) 275-2677

HAWAII

Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agent for Service of Process:
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
Chief, Franchise Division
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Secretary of State
Securities Division
Room E-018
302 W. Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

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

MARYLAND CONTINUED

Agent for Service of Process:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA

Department of Commerce
Commissioner of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101-3165
(651) 539-1600

NEW YORK

Administrator:
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

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

NORTH DAKOTA

Administrator:
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fourteenth Floor, Dept. 414
Bismarck, ND 58505-0510
(701) 328-4712

Agent for Service of Process:
Securities Commissioner
600 East Boulevard Avenue
State Capitol, Fourteenth Floor, Dept. 414
Bismarck, ND 58505-0510

RHODE ISLAND

Department of Business Regulation
1511 Pontiac Avenue, Bldg. 68-2
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Agent for Service of Process:
Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219

WASHINGTON

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

Agent for Service for Process:

Director of Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501

WISCONSIN

Department of Financial Institutions
Division of Securities
201 W. Washington Avenue
Madison, WI 53703
(608) 266-3364

Rev. 090723

EXHIBIT B

FINANCIAL STATEMENTS

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

Abu Omar Halal Franchise LLC.

FINANCIAL STATEMENTS

AS OF AND FOR THE YEAR ENDED
APRIL 30, 2025

Abu Omar Halal Franchise LLC.

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Statement of Changes in Member's Deficit	5
Statement of Cash Flow	6

ABU OMAR HALAL FRANCHISE LLC.

BALANCE SHEET STATEMENT
AS OF APRIL 30, 2025

ASSETS	
CURRENT ASSETS	
Cash and cash equivalent	$ -
Total current assets	-
Total assets	**$** -
LIABILITY AND MEMBER'S EQUITY	
Due to shareholder	600
Total liability	600
Member's deficit	(600)
Total liability and member's equity	**$** -

ABU OMAR HALAL FRANCHISE LLC.

STATEMENT OF INCOME
FOR THE YEAR ENDED APRIL 30, 2025

Revenue	$ -
Operating expenses	-
Net income (loss)	**$ -**

ABU OMAR HALAL FRANCHISE LLC.

STATEMENT OF CHANGES IN MEMBER'S DEFICIT
FOR THE YEAR ENDED APRIL 30, 2025

Balance, May 1, 2024	$	(600)
Net income (loss)		-
Balance, April 30, 2025	**$**	**(600)**

ABU OMAR HALAL FRANCHISE LLC.

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED APRIL 30, 2025

Cash flows from operating activities:	
Net income (loss)	$ -
Net cash provided by operating activities	-
Cash flows from investing activities:	
Purchases of property and equipment	
Net cash provided by investing activities	-
Cash flows from financing activities:	
Net cash provided by financing activities	-
Net change in cash	-
Cash at beginning of year	-
Cash equivalent beginning of year	-
Cash and cash equivalent at end of year	**$** -

Abu Omar Halal Franchise LLC.

FINANCIAL STATEMENTS AND INDEPENDENT
ACCOUNTANTS' REVIEW REPORT

AS OF AND FOR THE YEAR ENDED
DECEMBER 31, 2024

Abu Omar Halal Franchise

INDEPENDENT ACCOUNTANTS' REVIEW REPORT
FOR THE YEAR ENDED DECEMBER 31, 2024
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OAK Advisors, LLC
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the member of

Abu Omar Halal Franchise LLC.

Houston, Texas

We have reviewed the accompanying financial statements of Abu Omar Halal Franchise LLC. (the Company), which comprise the balance sheet as of December 31, 2024, the related statement of operation, changes in member's deficit, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility 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.

Accountants' Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with relevant ethical requirements related to our reviews.

11111 RICHMOND AVENUE, SUITE 101 -HOUSTON, TEXAS 77082 - TEL: (713) 804 - 6711

Accountants' Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 3 to the financial statement, the Company established on June 2, 2023 with no revenue recognized during 2024. Our conclusion is not modified with respect to this matter.

OAK Advisors, LLC

Houston, Texas
January 14, 2025

11111 RICHMOND AVENUE, SUITE 101 -HOUSTON, TEXAS 77082 - TEL: (713) 804 - 6711

ABU OMAR HALAL FRANCHISE LLC.

BALANCE SHEET STATEMENT
AS OF DECEMBER 31, 2024

	2024
ASSETS	
CURRENT ASSETS	
Cash and cash equivalent	$ -
Total current assets	-
Total assets	**$ -**
LIABILITY AND MEMBER'S EQUITY	
Due to shareholder	600
Total liability	600
Member's deficit	(600)
Total liability and member's equity	**$ -**

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

ABU OMAR HALAL FRANCHISE LLC.

STATEMENT OF OPERATION
FOR THE YEAR ENDED DECEMBER 31, 2024

	2024
Revenue	$ -
Operating expenses	-
Net income (loss)	**$ -**

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

ABU OMAR HALAL FRANCHISE LLC.

STATEMENT OF CHANGES IN MEMBER'S DEFICIT
FOR THE YEAR ENDED DECEMBER 31, 2024

Balance, January 1, 2024	$	(600)
Net income (loss)		-
Balance, December 31, 2024	**$**	**(600)**

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

ABU OMAR HALAL FRANCHISE LLC.

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2024

	2024
Cash flows from operating activities:	
Net income (loss)	$ -
Net cash provided by operating activities	-
Cash flows from investing activities:	
Purchases of property and equipment	
Net cash provided by investing activities	-
Cash flows from financing activities:	
Net cash provided by financing activities	-
Net change in cash	-
Cash at beginning of year	-
Cash equivalent beginning of year	-
Cash and cash equivalent at end of year	**$ -**

See the accompanying notes to these financial statements.

NOTE 1: SUMMARY OF ACCOUNTING POLICIES AND BUSINESS PURPOSE

Abu Omar Halal Franchise LLC. (the Company) is a profit company that grants its trade name through distributing franchise rights to other parties. The Company was established on June 2, 2023. The Company operates in Houston, Texas and markets its products and services to consumers throughout the US. market.

Note 2: SUMMARY OF SIGNIFIANCT ACCOUNTING POLICIES

Basis of Accounting **-** The Company's financial statements are presented in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Revenue Recognition: The Company follows industry-standard guidelines for revenue recognition, employing distinct methodologies for royalty fees and marketing fees. Royalty fees are recognized as a single performance obligation upon the transfer of trademark rights to the franchisee, contingent upon fee collection assurance. Meanwhile, marketing fees represent ongoing advertising services, recognized over time as distinct performance obligations. Transaction prices are determined considering fixed royalty fees and variable marketing fees based on franchisees' gross revenue. Allocation of transaction prices involves assigning royalty fees entirely to the single performance obligation, while marketing fees are allocated proportionally over the contract term. Revenue recognition occurs with royalty fees recognized at contract inception and marketing fees recognized monthly to align with the ongoing consumption of advertising services by franchisees.

Cash and cash Equivalents **-** The Company's cash consists of cash on deposit with banks.

Income Taxes **-** The Company has elected to be treated as a LLC Corporation under the Internal Revenue Code. Consequently, federal and state income taxes are the obligation of individual stockholders. Therefore, no provision or liability for federal income taxes has been included in these financial statements. The Company may be liable for certain state income-based taxes.

Personal Assets and Liabilities and Allocations to the Members **-** In accordance with the generally accepted method of presenting limited liability company financial statements, the financial statements do not include the personal assets and liabilities of the members, including obligations for any tax liability.

Allocations of income and distributions to the members are based on the provisions of the operating agreement of the Company.

Limitations of Liability **-** The Company is organized as a limited liability company. Accordingly, its members are not generally liable for any act, debt, obligation, or liability of the entities beyond their investment in the entities, except to the extent the members personally guarantee any liability of the entities.

Use of Estimates **-** The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2: SUMMARY OF SIGNIFIANCT ACCOUNTING POLICIES (CONTINUED)

Related Parties Transactions **-** During the year ended December 31, 2024, the company did not have any transaction with the any related party.

Risks and Uncertainties **-** The Company has a limited operating history. The Company's business and operations are sensitive to general business and economic conditions in the United States. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include, recession, downturn or otherwise, local competition or changes in consumer taste. These adverse conditions could affect the Company's financial condition and the results of its operations.

NOTE 3: OPERATION

During the year ended December 31, 2024, the company refrained from recognizing revenue. This decision stemmed from the ongoing franchise process, which needed completion before the commencement of franchising the trade name to potential franchisees. This year was primarily dedicated to establishing the necessary infrastructure, agreements, and procedures to ensure a robust and legally compliant franchising operation. Although this temporary pause in revenue recognition affected financial results, it underscored the company's strategic approach to meticulously prepare and fulfill all prerequisites before engaging in franchising activities. Therefore, the decision not to recognize revenue during this year reflects a deliberate strategy aimed at laying a solid foundation for future revenue generation through franchising initiatives.

NOTE 4: SUBSEQUENT EVENTS

Management has evaluated the Company's subsequent events through January 14, 2025, which is the date the financial statements were available to be issued. Management has determined that no events or transactions have occurred subsequent to the balance sheet date that require disclosure in the financial statements.

EXHIBIT C

FRANCHISE AGREEMENT

ABU OMAR HALAL

FRANCHISE AGREEMENT

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ATTACHMENT B – STATEMENT OF OWNERSHIP
ATTACHMENT C – FRANCHISE OWNER AGREEMENT

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Franchise Agreement") is made, entered into and effective as of the "Effective Date" set forth in Attachment A to this Franchise Agreement, by and between Abu Omar Halal Franchise LLC, a Texas limited liability company ("we," "us," or "our"), and the franchisee set forth in Attachment A to this Franchise Agreement ("you" or "your"). If more than one person or entity is listed as the franchisee, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Franchise Agreement.

1. INTRODUCTION

This Franchise Agreement includes several attachments, each of which are legally binding and are a part of the complete Franchise Agreement. It is your responsibility to read the entire Franchise Agreement. This Franchise Agreement creates legal obligations you must follow. We recommend that you consult with a legal professional to ensure that you understand these obligations. If you have questions, or if you do not understand a certain provision or section, please review it with your legal and financial advisors before you sign this Franchise Agreement.

This Franchise Agreement has defined terms. A defined term is a shorthand reference within a document that refers to another name or idea in the document. Defined terms are underlined and surrounded by double quotes, typically with capitalized first letters, and may be contained in parentheses throughout the Franchise Agreement.

2. GRANT OF FRANCHISE

As an Abu Omar Halal franchisee, you will operate a restaurant and/or food truck featuring halal food ("Franchised Business"). Your Franchised Business may take the form of either a brick and mortar "Restaurant" or "Permanent Food Truck," which is a food truck that is parked in a permanent location and operates according to the same standards as a Restaurant. We and you will indicate whether your Franchised Business will operate as a Restaurant or Permanent Food Truck in Attachment A to this Franchise Agreement. Franchisees will sign a separate franchise agreement for each Restaurant and Permanent Food Truck they operate. If you operate a Restaurant, you may, at your option and with our prior written approval, add a "Mobile Food Truck" to occasionally cater events in your Territory. You may request to add a Mobile Food Truck at any point during the Term of this Franchise Agreement, provided however we reserve the right to approve your request to add a Mobile Food Truck at our sole discretion. If we grant your request to add a Mobile Food Truck to your Restaurant, you will sign our then-current Mobile Food Truck Amendment, a sample copy of which is included in Exhibit H of our Franchise Disclosure Document. The Franchised Business will operate under our service marks, trademarks, trade names, trade dress, logos, slogans and commercial symbols as we may from time to time authorize or direct you to use with the operation of the Franchised Business (the "Marks").

We grant you a non-exclusive license to own and operate Franchise Business using the business formats, methods, procedures, signs, designs, standards, specifications, distinguishing elements, and intellectual property (the "System") that we authorize from a single location we approve ("Premises") strictly in compliance with the terms and conditions set forth in this Franchise Agreement, within the Territory or other areas we may specify in Attachment A-1 to this Franchise Agreement. You recognize and acknowledge the distinctive significance to the public of the System and Marks and acknowledge and understand our high and uniform standards of quality, appearance and service to the value of the System. You acknowledge that we may change, improve or otherwise modify the System as we deem appropriate in our discretion, and you agree to promptly accept and comply with any such changes, improvements or

modifications. You further acknowledge that our grant to operate a Franchised Business is based on the representations made in your application. You acknowledge and agree this Franchise Agreement does not grant you the right or option to open any additional Franchised Businesses, unless you simultaneously executed an area development agreement or deposit agreement, or any right to sublicense or subfranchise any of the rights we grant you in this Franchise Agreement. You may only open an additional Franchised Business under a separate franchise agreement with us, which we may grant in our sole discretion.

We may grant you the right to convert your current restaurant or food truck to a Franchised Business ("Conversion Franchise"). If you operate a Conversion Franchise, you agree to execute a "Addendum for Conversion Owners" (or similar agreement approved by us) a sample of which is in Exhibit H of our franchise disclosure document, when you execute this Franchise Agreement.

As part of accepting our grant for you to own and operate a Franchised Business, you hereby represent that: (i) you have received a copy of our current franchise disclosure document; (ii) you are aware of the fact that other present or future franchisees of ours may operate under different forms of agreement and consequently that our obligations and rights with respect to our various franchisees may differ materially in certain circumstances; and (iii) you are aware of the fact that we may have negotiated terms or offered concessions to other franchisees and we have no obligation to offer you the same or similar negotiated terms or concessions.

3. FRANCHISEE AS ENTITY

3.1 Entity Representations

For purpose of this Franchise Agreement, "Owner(s)" means any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you, this Franchise Agreement, or the Franchised Business. If you are a corporation, partnership, limited liability company or other form of business entity ("Entity"), you agree and represent that:

3.1.1 Authority. You have the authority to execute, deliver, and perform your obligations under this Franchise Agreement and all related agreements and are duly organized or formed, validly existing, and in good standing under the laws of the state of your incorporation or formation.

3.1.2 Company Documents. At our request, you will furnish copies of all documents and contracts governing the rights and obligations of your Owners (such as, Articles of Incorporation or Organization and partnership, operating or shareholder agreements or similar documents, the "Company Documents"). You will not alter, change, or amend your Company Documents, without obtaining our prior written approval, which approval we will not unreasonably deny or withhold, and will grant if such changes will not prevent you from performing your obligations under this Franchise Agreement.

3.1.3 Transfer Restrictions. Your Company Documents will recite that this Franchise Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Franchise Agreement's restrictions.

3.1.4 Naming. You agree not to use the name "Abu Omar Halal" or any similar wording in the name of your Entity.

3.1.5 Owner Identification. You certify that Attachment B to this Franchise Agreement completely and accurately describes all of your Owners and their interests in you as of the Effective Date.

You agree to sign and deliver to us a revised Attachment B to reflect any permitted changes in the information that Attachment B now contains.

3.1.6 Single Purpose Entity. The Franchised Business will be the only business that the Entity may operate, and your organizational documents must reflect this (although the Owners in the Entity may have other business interests subject to any restrictions on competitive businesses contained in this Franchise Agreement).

3.1.7 Franchise Owner Agreement. All Owners and their spouses must sign the Franchise Owner Agreement, attached as Attachment C to this Franchise Agreement. You agree that, if any person or Entity ceases to be one of your Owners, or if any individual or Entity becomes an Owner of you (such ownership change must comply with the "Transfer Conditions" discussed later in this Franchise Agreement), you will require the new Owner (and the new Owner's spouse) to execute all documents required by us, including the Franchise Owner Agreement.

3.1.8 No Offerings. You agree that you will not offer any securities (in a public or private offering or otherwise) or engage in any type of fundraising (like crowdfunding) without our prior written consent, which may be withheld in our sole discretion.

4. TERRITORIAL RIGHTS AND LIMITATIONS

You will only receive a designated territory ("Territory") if it is identified in Attachment A. If no territory is designated in Attachment A, then you will receive no territorial rights whatsoever. If you receive a Territory, we will not operate, or grant a franchise or license to a third party to operate, a Franchised Business that is physically located in your Territory, except as otherwise provided in this Section. We, and our affiliates, have the right to operate, and to license others to operate, Franchised Businesses at any location outside the Territory, even if doing so will or might affect your operation of your Franchised Business.

We retain all territorial rights not expressly granted to you. If you are granted a Territory, then this includes, but is not limited to, the right to (i) to own, franchise, or operate Franchised Businesses at any location outside of the Territory, regardless of the proximity to your Franchised Business; (ii) to use the Marks and the System to sell any products or services, similar to those which you will sell, through any alternate channels of distribution within or outside of the Territory, including, but not limited to, other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet; (iii) to use and license the use of other proprietary and non-Marks or methods which are not the same as or confusingly similar to the Marks, at any location, including within the Territory, which may be similar to or different from your Franchised Business; (iv) to engage in any transaction (including purchases, mergers or conversions), involving the System or a new system, with any business, including businesses that directly or indirectly compete with your Franchised Business, regardless of their location, provided that any competing businesses located inside your Territory will not operate under the Marks; (v) to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere; (vi) to engage in any other business activities not expressly prohibited by this Franchise Agreement. We are not required to pay you if we exercise any of our rights, including within your Territory. We are not required to pay you compensation for soliciting or accepting orders inside your Territory, including orders accepted or solicited by other Abu Omar Halal franchisees, or for exercising any of our rights within or outside of your Territory. You agree that you may face competition from us, from other franchisees and from other channels of distribution or competitive brands that we control within the Territory.

5. TERM AND RENEWAL

5.1 Generally

The term of this Franchise Agreement will begin on the Effective Date and continue for 10 years ("Term"). If this Franchise Agreement is the initial franchise agreement for your Franchised Business, you may enter into a maximum of one successor franchise agreements (a "Successor Franchise Agreement"), as long as you meet the conditions for renewal specified below. The Successor Franchise Agreement will be the current form of franchise agreement we use in granting Abu Omar Halal franchises as of the expiration of the Term. The terms and conditions of the Successor Franchise Agreement may vary materially and substantially from the terms and conditions of this Franchise Agreement. Each successor term will be 10 years. If you are signing this Franchise Agreement as a Successor Franchise Agreement, the references to "Term" shall mean the applicable renewal term of the Successor Franchise Agreement. Except as otherwise provided in this Section, you will have no further right to operate your Franchised Business following the expiration of the successor term unless we grant you the rights to enter into another franchise agreement, in our sole discretion. If you are renewing a prior franchise agreement with us under this Franchise Agreement, the renewal provisions in your initial franchise agreement will dictate the length of the Term of this Franchise Agreement, and your remaining rights to enter into Successor Franchise Agreements, if any.

5.2 Renewal Requirements

To enter into a Successor Franchise Agreement, you must:

5.2.1 Notice. Notify us in writing of your desire to enter into a Successor Franchise Agreement not less than 90 days nor more than 180 days before the expiration of the Term;

5.2.2 No Defaults. Not be in default under this Franchise Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or the time you sign the Successor Franchise Agreement, and you must not have received more than three separate written notices of default from us in the 12 months before your renewal notice or at the time you sign the Successor Franchise Agreement;

5.2.3 Successor Franchise Agreement. Sign the Successor Franchise Agreement and all ancillary documents we require franchisees to sign;

5.2.4 General Release. Sign and have each of your Owners sign our current form of general release which contains a release of all known and unknown claims against us and our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, in both their corporate and individual capacities;

5.2.5 Renewal Fee. Pay us a non-refundable renewal fee of $2,500 ("Renewal Fee").

5.2.6 Modifications. At least 90 days but not more than 180 days before the expiration of the Term, you must renovate, upgrade any equipment, tools, technology and other operations to comply with our then-current standards and specifications;

5.2.7 Premises. Have the right under your lease to maintain possession of the Premises where your Franchised Business is located for the duration of the successor term;

5.2.8 Renovations. You must also make any renovations, refurbishments and modernizations to the Premises and the Franchised Business as necessary at your own expense to meet our then-current System standards for a newly opened Franchised Business. We will provide you with the required timeframe for doing so. Such requirements could include changes to the design, equipment, signs, décor, inventory, fixtures, furnishings, trade dress, presentation of Marks, supplies and other products and materials used in the Franchised Business. At least 60 days but not more than 180 days before the expiration of the Term, you must renovate, upgrade any equipment, tools, technology and other operations to comply with our then-current standards and specifications; and

5.2.9 Additional Actions. Take any additional actions we reasonably require.

5.3 Interim Term

If you do not sign a Successor Franchise Agreement after the expiration of the Term and you continue to accept the benefits of this Franchise Agreement, then, at our option, this Franchise Agreement may be treated either as: (i) expired as of the date of the expiration meaning you are operating the Franchised Business without a valid franchise agreement in violation of our rights; or (ii) continued on a month-to-month basis ("Interim Term") until either party provides the other party with 30 days' prior written notice of their intention to terminate the Interim Term. In the latter case, all of your obligations will remain in full force and effect during the Interim Term as if this Franchise Agreement had not expired (except your right to enter into any Successor Franchise Agreement(s), which will be null and void), and all obligations, restrictions and covenants imposed on you upon the expiration or termination of this Franchise Agreement will be deemed to take effect upon the termination of the Interim Term. Except as permitted by this Section, you have no right to continue to operate your Franchised Business following the expiration of the Term.

6. FEES

6.1 Late Fee

If any sums due under this Franchise Agreement have not been received by us when due then, in addition to those sums, you must pay us $100 per occurrence, plus the daily equivalent of eighteen percent (18%) per year simple interest or the highest rate allowed by law, whichever is less ("Late Fees"). If no due date has been specified by us, then interest accrues from the original due date until payment is received in full.

6.2 Payment Methods

You must complete our automated clearing house (ACH) authorization form allowing us to electronically debit a bank account you designate ("Franchise Account") for: (i) all fees payable to us under this Franchise Agreement (other than the Initial Franchise Fee); and (ii) any other amounts you owe to us or any of our affiliates including, but not limited to, those owed for the purchase of products or services. We will debit your Franchise Account for these payments on or after the due date. You must sign and deliver to us any other documents we or your bank may require authorizing us to debit your Franchise Account for these amounts.

You must deposit all revenue you generate from operating your Franchised Business into the Franchise Account. You must make sufficient funds available for withdrawal from the Franchise Account by electronic transfer before each due date. If any check or electronic payment is unsuccessful due to insufficient funds, stop payment or any similar event, any excess amounts you owe will be payable upon demand, together with a non-sufficient funds fee of $100 per occurrence plus Late Fees. If we allow you

make any payment to us or our affiliate(s) by credit card for any fee required, we may charge a payment service fee of up to 4% of the total charge. We reserve the right to periodically specify (in the Franchise Operations Manual or otherwise in writing) different required payment methods for any payment due to us or our affiliates.

6.3 Payment Frequency

We reserve the right to periodically specify (in the Franchise Operations Manual or otherwise in writing) different payment frequencies (for example, weekly/biweekly/monthly payments) for any payment or fee due to us or our affiliates.

6.4 Application of Payments

We have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we feel appropriate. We are not obligated to follow any instructions you provide for allocation of the payments.

6.5 Payment Obligations

Your requirement to pay us the fees under this Franchise Agreement is absolute and unconditional. This obligation will remain effective throughout the entire duration of the Franchise Agreement and will continue until all fees are paid. You have no right to offset any fees paid to us and must pay us all fees regardless of any claims you may have against us. We will have the right, at any time before or after termination of this Franchise Agreement, without notice to you, to offset any amounts or liabilities you may owe to us against any amounts or liabilities we may owe you under this Franchise Agreement or any other agreement, loan, transaction or relationship between the parties. Without limiting the generality of the foregoing, you agree that you will not, on grounds of the alleged nonperformance by us of any of our obligations, withhold any fees due to us or our affiliates or amounts due to us for purchases by you or any other amounts due to us.

6.6 Gross Sales

For purposes of this Franchise Agreement, "Gross Sales" means the total of all of your revenue, sales and other income and consideration from the sale of all Franchised Business merchandise, products and services to your customers, whether or not sold or performed at or from the Franchised Business, and whether received in cash, coupon, in services in kind, from barter or exchange, on credit (whether or not payment is received) or otherwise. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips and allowances you give in good faith to your customers. All barter or exchange transactions in which you furnish products or services in exchange for goods or services provided to you by a vendor, supplier or customer will, for the purpose of determining Gross Sales, be valued at the full retail value of the goods or services so provided to you. Gross Sales will also include any insurance proceeds due to business interruption as a result of your Premises being closed as a result of a casualty event or any other reason. We reserve the right to institute policies in the Franchise Operations Manual or otherwise in writing and from time to time, regarding the inclusion in Gross Sales of any pre-paid goods or services (including, without limitation, gift cards and gift certificates) and their delivery and redemption.

6.7 Initial Franchise Fee

You agree to pay us the "Initial Franchise Fee" listed in Attachment A in one lump sum when you sign this Franchise Agreement. The Initial Franchise Fee is fully earned by us and is non-refundable once this Franchise Agreement has been signed. If this Franchise Agreement is the renewal of a prior franchise agreement with us for an existing Franchised Business or the transfer of the Franchised Business from another franchisee, then no Initial Franchise Fee is due.

6.8 Royalty

You agree to pay us a royalty fee ("Royalty") equal to 6% of Gross Sales during the previous week. The Royalty is currently due on the Monday of each week (or such other date as we designate in the Franchise Operations Manual or otherwise in writing).

6.9 Brand Fund Contribution

You must pay a "Brand Fund Contribution" equal to 2% of your Gross Sales during the previous week. The Brand Fund Contribution will be used for the Abu Omar Halal brand fund (the "Brand Fund") to promote awareness of our brand and to improve our System. You will pay the Brand Fund Contribution at the same time as your Royalty.

6.10 Technology Fee

You must pay us our then-current technology ("Technology Fee") throughout the Term of this Franchise Agreement beginning one month prior to opening.

The Technology Fee is an ongoing fee for the use of certain technologies used in the Franchised Business. The Technology Fee includes up to three email addresses for your Franchised Business, and your listings on our website and mobile app. We can change the software and technology that must be used by Franchised Businesses at any time we deem appropriate in our sole discretion, which may result in changes to the Technology Fee. An increase in third-party fees may also cause the Technology Fee to increase. You will be responsible for any increase in fees that result from any upgrades, modification, or additional software by us or by third-party vendors. We may modify the Technology Fee upon written notice to you.

You must also pay our then-current technology business solutions fees to approved suppliers for certain business solutions that will support your business efficiencies. These may include phone systems, security systems, scheduling software, employee shift/task management software, inventory solution and any other solutions we may require in the Franchise Operations Manual or otherwise in writing for your Franchised Business. We reserve the right to upgrade, modify and add new systems, which may result in additional initial and ongoing expenses that you will be responsible for. You will be responsible for any increase in fees that result from any upgrades, modifications or additional systems and for any increase in fees from third-party providers. We may include these third-party fees in the Technology Fee and pay suppliers directly on your behalf.

6.11 Mobile Food Truck Fee

If your Franchised Business is a Restaurant, you may request to add a Mobile Food Truck to your Franchised Business. If we grant your request to add a Mobile Food Truck to your Franchised Business, which we may approve or deny in our sole discretion, you will sign our then-current Mobile Food Truck

Addendum, a sample copy of which is attached to our Franchise Disclosure Document in Exhibit H and pay us all fees described therein. You acknowledge and agree that we have sole discretion in whether or not to grant you a mobile food truck and that, unless we are entering into a Mobile Food Truck Addendum with you contemporaneous with the entry of this Franchise Agreement, you are not entering into this Franchise Agreement upon the promise or any representation that you will be approved of any request to do so.

6.12 Other Fees and Payments

You agree to pay all other fees, expense reimbursements, and all other amounts specified in this Franchise Agreement in a timely manner. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based upon products or services you sell or based upon products or services we furnish to you (other than income taxes we pay based on amounts).

6.13 CPI Adjustments to Fixed Fees

All fees expressed as a fixed dollar amount in this Franchise Agreement are subject to adjustment based on changes to the Consumer Price Index in the United States ("CPI"). We may periodically review and increase these fees based on changes to the CPI ("CPI Increase"), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the Effective Date of this Franchise Agreement (for the initial CPI Increase); or (b) the date we implemented the last CPI fee adjustment (for subsequent CPI Increase). We will notify you of any CPI Increase at least 60 days before the CPI Increase becomes effective. We will implement no more than one CPI Increase during any calendar year. Notwithstanding the foregoing the CPI Increase in this Section shall not impact fees which we reserve the right to increase in higher amounts or adjust more frequently, including but not limited to the Technology Fee.

7. ESTABLISHING YOUR FRANCHISED BUSINESS

7.1 Opening

If you operate a Restaurant, you must open your Franchised Business to the public within 255 days after the Effective Date. If you operate a Permanent Food Truck, you must open your Franchised Business: i) within 60 days after the Effective Date if we have a food truck in our inventory on the Effective Date; or ii) within 60 days after you take delivery of a food truck from us if we do not have a food truck in our inventory on the Effective Date. You may not open your Franchised Business before: (i) all required attendees have successfully completed the initial training program; (ii) you purchase all required insurance; (iii) you obtain all required licenses, permits and other governmental approvals required to establish, open and operate the Franchised Business; (iv) if you operate a Restaurant, we provide our written approval of the construction, buildout and layout of your Premises; (v) and you receive our written approval.

We will send a representative to your Franchised Business for up to five days to assist you with the opening of your Franchised Business. We will not charge a fee for this assistance. However, you must reimburse us for all reasonable travel, meals, lodging and other expenses that our representative incurs in providing this assistance. You agree to reimburse us for these amounts within 15 days after invoicing.

If you believe we have failed to adequately provide pre-opening services or training to you as provided in this Franchise Agreement, you will notify us in writing within 30 days following the opening of the Franchised Business. If you do not provide such notice in a timely manner, it will be viewed as you

conclusively acknowledging that all pre-opening and opening services and training required to be provided by us were sufficient and satisfactory in your judgment.

7.2 Site Selection

If a suitable Premises has not been agreed upon by the Effective Date, we will provide you with general advice and general specifications for identifying a suitable location for the Premises. Unless otherwise approved by us, you must use our approved vendor to advise and counsel you on selecting the site for the Premises. Our approved vendor will assist you in managing the site selection process to help you identify potential locations.

The Premises must conform to our minimum site selection criteria. You must send us a complete site report (containing the demographic, commercial and other information, photographs and videos we may reasonably require) for your proposed site. We may accept or reject all proposed sites in our commercially reasonable judgment. We will use our best efforts to accept or reject a proposed site within seven business days after we receive all of the requisite materials. Your site is deemed disapproved if we fail to issue our written acceptance within the 7-day period. If we disapprove of the proposed site, you must select another site, subject to our consent. Our acceptance shall be evidenced by the execution of Attachment A-1 by you and us. We must accept a proposed site before you can proceed and you must only operate the Franchised Business at the location specified in Attachment A-1 and your Franchised Business may not offer products or services from any other location unless we expressly authorize in writing. You acknowledge that our acceptance of a site does not constitute a representation or warranty of any kind, express or implied, of the suitability of the site for the Premises. Our acceptance of the site indicates only that the site meets our minimum criteria. If you operate a Restaurant, you agree to locate and obtain our acceptance of a site for the Premises within 90 days after the Effective Date. If you operate a Permanent Food Truck, you agree to locate and obtain our acceptance of a site within 30 days after the Effective Date.

7.3 Lease

If you lease the Premises, you must submit to us, in the form we specify, a description of the site, a proposed copy of the lease and such other information and materials we may reasonably require at least 10 days before signing the lease. If you own, otherwise control the Premises, including the land, building and related real estate, or own 51% or more of an entity that owns, leases or otherwise controls the Premises, then you will, as the lessee, enter into a lease for the Premises for a term coextensive with the term of this Franchise Agreement, or that provides you options to extend the lease under substantially similar terms for the initial Term of this Franchise Agreement. You will ensure the lease either: (1) contains the "Lease Addendum" that is attached to the franchise disclosure document in Exhibit H; or (2) incorporates the terms of the Lease Addendum into the lease for the Premises. If your landlord refuses, we have the right to disapprove your lease, in which case you must find a new site for your Premises. If you operate a Restaurant, you and the landlord must sign the lease and Lease Addendum within 120 days of the Effective Date. If you operate a Permanent Food Truck, you and the landlord must sign the lease and Lease Addendum within 30 days of the Effective Date.

We will only review the lease to determine that it complies with the terms of this Franchise Agreement and will not provide you with any business, economic, legal or real estate analysis or advice with regards to the lease. You are solely responsible for the terms of the lease and any site acceptance notification we provide for the lease does not provide any representation or warranty of any kind, express or implied, concerning the terms of the lease or the viability or suitability of the site for the Premises. You must promptly send us a copy of your fully executed lease and the Lease Addendum for our records. The lease

may not be amended, assigned or terminated without our written approval. If the landlord terminates the lease for the Premises, that termination will constitute a breach of this Franchise Agreement.

7.4 Construction

If you operate a Restaurant, you must begin construction of your Franchised Business within five months of the Effective Date and complete construction within eight months of the Effective Date. If you operate a Restaurant, we will provide you with specifications for the design and layout for a Premises. You must engage a local architect approved by us as the "Architect of Record". "Architect of Record" means the registered professional(s), including architect(s) and engineer(s), who prepares the sealed documents for the buildout of your premises in compliance with the local jurisdiction as well as the actual construction of the Premises. The Architect of Record will ensure that all modifications to your plans comply with all local ordinances, building codes, permit requirements, and lease requirements and restrictions applicable to the Premises. You must first review and accept the Architect of Record's drafted floor plan and submit your floor plan to us for our review and acceptance. Once we accept your floor plan, the Architect of Record must develop your full construction drawings for the Premises. Upon your review and acceptance, you must submit your construction drawings to us for our final review and approval. You must use our approved real estate and construction management company in constructing your Premises if your Premises is located within their trade area. Once we accept your floor plan and approve your construction drawings, drawings and specifications may not be changed or modified without our prior written approval. Once accepted by us, you must, at your sole expense, construct and equip the Premises to the specifications contained in the Franchise Operations Manual or otherwise in writing and purchase (or lease) and install the equipment, fixtures, furnishings, signs and other items we require. You must begin construction within 150 days of the Effective Date and complete construction no later than 240 days from the Effective Date. All exterior and interior signs of the Premises must comply with the specifications we provide to you. We must approve the architects, contractors and other suppliers you use to construct your Premises. You agree to provide us with weekly status updates as to construction of the Premises. You acknowledge these requirements are necessary and reasonable to preserve the identity, reputation and goodwill we developed and the value of the Abu Omar Halal System. We must approve the layout of your Premises before opening. We may conduct a pre-opening inspection of your Premises and you agree to make any changes we require before opening. These inspections may be in-person or virtual, however if the inspections are done in-person, we may require you to reimburse our actual costs in performing the inspections, including our travel-related expenses.

If you operate a Permanent Food Truck, you will purchase the physical food truck ("Vehicle") from us or our affiliate, and we will equip and update the Vehicle such that it meets our then-current standards for a Permanent Food Truck Franchised Business. You must pay all costs related to the purchase, outfitting and shipping of the Vehicle. You are responsible for moving the Vehicle to the Premises and taking any steps as we deem necessary to permanently affix the Vehicle to the Premises, if applicable. We may conduct a pre-opening inspection of your Permanent Food Truck and Premises and you agree to make any changes we require before opening.

7.5 Catastrophe

7.5.1 Loss of Lease. If you lease the Premises and the lease expires or terminates before the expiration of this Franchise Agreement, provided such termination is not due to your default, and the Term of this Franchise Agreement has at least two years remaining, you will relocate the Premises under the relocation provisions in Section 7.7 and the Franchise Operations Manual, and the Term will be extended for the period from the date the Premises closed due to the expiration or termination of the lease, until it reopens. In this event, your Franchised Business must open for business within 105 days from the

date of expiration or termination of your original lease. We may also require that you engage in another Grand Opening Program as part of the reopening of your Franchised Business.

7.5.2 Casualty to the Premises. If your Premises is destroyed or damaged by fire or other casualty and the Term of this Franchise Agreement and the lease for your Premises has at least two years remaining, you will: (i) within 30 days after such destruction or damage of your Premises, commence all repairs and reconstruction necessary to restore the Premises to its prior condition to such casualty; or (ii) relocate the Premises under the relocation provisions in Section 7.7 and the Franchise Operations Manual, and the Term will be extended for the period from the date the Premises closed due to the destruction or damage until it reopens. Your Franchised Business must reopen for business within 195 days from the date such damage or casualty occurs. We may also require that you engage in another Grand Opening Program as part of the reopening of your Franchised Business.

7.5.3 Condemnation of Premises. You must provide us notice of any proposed taking of the Premises by eminent domain, within 3 business days of you learning of such proposed taking. In this event, if the Term of this Franchise Agreement has at least two years remaining, you will relocate the Premises under the relocation provisions in Section 7.7 and the Franchise Operations Manual, and the Term shall be extended for the period from the date the Premises closed due to the taking until it reopens. In this event, your Franchised Business must reopen for business within 105 days from the date you vacate your original Premises. We may also require that you engage in another Grand Opening Program as part of the reopening of your Franchised Business.

7.6 Use of Premises

If you operate a Restaurant, you may not use your Premises or permit your Premises to be used for any purpose other than offering the products and services we authorize and you may only offer the products and services we authorize from your Premises. If you operate a Permanent Food Truck, you may not use your Vehicle or permit your Vehicle to be used for any purpose other than offering the products and services we authorize and you may only offer the products and services we authorize from you Permanent Food Truck.

7.7 Relocation

You may relocate your Premises within your Territory with our prior written approval, which we will not unreasonably withhold. If we allow you to relocate within your Territory, you must: (i) comply with all requirements of the Franchise Agreement and the Franchise Operations Manual regarding relocation and the selection, construction and decoration of your new Premise; (ii) open your new Premises and resume operations within 30 days after closing your prior Premises, or in the event of a catastrophe to the Premises, within the applicable time period set forth in Section 7.5; and (iii) reimburse us for our reasonable expenses (including attorney fees and costs). You may not relocate your Premises outside of your Territory without our prior written approval, which we may withhold in our sole discretion. We may require that your Territory be modified as a condition to our approval of you relocating your Premises. Upon our approval of the relocation of your Premises, Attachment A will be updated with the new location (and Territory, if necessary), and the remainder of this Franchise Agreement shall remain in full force and effect. You agree to fully de-identify the former location of the Franchised Business in accordance with our requirements at your sole cost and expense.

8. TRAINING AND CONFERENCES

8.1 Initial Training Program

We will provide our initial training program at no charge for up to five people so long as all persons attend the initial training program simultaneously. The initial training program must be completed before you can open your Franchised Business. You must pay us our then-current training fee as specified in our Franchise Operations Manual or otherwise in writing (currently, $100 per trainee per day) for each additional person that attends our initial training program that we approve before you open. In addition, you must pay us our then-current training fee as specified in our Franchise Operations Manual or otherwise in writing for each additional person that attends initial training after you open your Franchised Business (such as a replacement Responsible Owner or Franchise Manager), and any person who must retake training after failing to successfully complete training on a prior attempt. We reserve the right to vary the length and content of the initial training program as we deem appropriate in our sole discretion based on the experience of the attendee. We reserve the right to select when you will attend the initial training program and may delay your attendance until a suitable time near the grand opening date for your Franchised Business in our sole discretion.

8.2 **Additional Training**

We may offer periodic refresher training courses or develop additional training courses. Attendance at these training programs may be optional or mandatory. You may be required to pay the then-current fee for this training as specified in our Franchise Operations Manual or otherwise in writing.

8.3 **Requested Training**

Upon your written request, we may provide additional assistance or training to you at a mutually convenient time either at our headquarters or at your Franchised Business. You will pay us the then-current fee for this training as specified in our Franchise Operations Manual or otherwise in writing.

8.4 **Remedial Training**

If we determine, in our sole discretion, that you are not operating your Franchised Business in compliance with this Franchise Agreement and/or the Franchise Operations Manual, we may require that you, your employees and other designees attend remedial training relevant to your operational deficiencies. You must pay us the then-current training fee as specified in our Franchise Operations Manual or otherwise in writing.

8.5 **Conferences**

We may hold periodic national or regional conferences to discuss various business issues and operational and general business concerns affecting Abu Omar Halal franchisees. Attendance at these conferences may be mandatory or optional. We also reserve the right to restrict franchisees from attending based on part performance, previous defaults and other factors in our sole discretion. You are responsible for paying our then-current conference fee, whether or not you attend the conference in any given year.

8.6 **Training Expenses**

You are solely responsible for all expenses and costs that your trainees incur for all training programs and conferences under this Section, including wages, travel, lodging, food and living expenses. You also agree to reimburse us for all fees, expenses and costs we incur to travel to your Franchised Business under this Section, including travel, food, lodging and living expenses. All training fees and expense

reimbursements must be paid to us within 15 days of our invoice date and are not refundable under any circumstances.

9. OTHER FRANCHISOR ASSISTANCE

9.1 Franchise Operations Manual

We will lend you our confidential franchise operations manual ("Franchise Operations Manual") in text or electronic form for the Term of this Franchise Agreement. The Franchise Operations Manual will help you establish and operate your Franchised Business in accordance with the System. The information in the Franchise Operations Manual is confidential and proprietary and may not be disclosed to third parties without our prior written approval. The Franchise Operations Manual may be updated and modified throughout the Term, both formally through amendments to the Franchise Operations Manual and informally through email or other written materials we provide to you. You acknowledge that your compliance with the Franchise Operations Manual is vitally important to us and other System franchisees because it is necessary to protect our reputation, the goodwill of the Marks, and maintain the uniform quality of the System.

You agree to establish and operate your Franchised Business strictly in accordance with the Franchise Operations Manual. The Franchise Operations Manual may contain, among other things: (i) a description of the authorized products and services you may offer at your Franchised Business; (ii) mandatory and suggested specifications, operating procedures, and quality standards for goods, products, services, ingredients and menu items that you use or offer at your Franchised Business; (iii) policies and procedures we prescribe from time to time for our franchisees; (iv) mandatory reporting and insurance requirements; (v) policies and procedures pertaining to any gift card or customer loyalty program we establish; and (vi) a written list of furniture, fixtures, equipment, products and services (or specifications for such items) you must purchase for the development and operation of your Franchised Business and a list of any designated or approved suppliers for such items. The Franchise Operations Manual establishes and protects our brand standards and the uniformity and quality of the products and services offered by our franchisees. We can modify the Franchise Operations Manual at any time. The modifications will become binding as soon as we send you notice of the modification. All mandatory provisions in the Franchise Operations Manual (whether they are included now or in the future) are binding on you. If the copy of the Franchise Operations Manual loaned to you is lost, stolen, destroyed or significantly damaged before you return it to us, you must pay us a $250 replacement fee. If your Franchise Operations Manual is stolen, you must file a report with your local police department and provide us evidence of the same.

While the Franchise Operations Manual is intended to protect our reputation and goodwill of the Marks, you will be responsible for the day-to-day operation of your Franchised Business and the Franchise Operations Manual is not designed to control the day-to-day operation of the Franchised Business.

9.2 General Guidance

We will, upon reasonable request, provide advice or guidance regarding your Franchised Business's operation based on reports or inspections or communications with you. We will provide reasonable operational and marketing consulting, guidance and support throughout the Term that we deem appropriate. Any advice will be provided during our regular business hours and via written materials, electronic media, telephone or other methods, in our discretion.

We maintain a staff to manage and operate the Abu Omar Halal System and our staff members can change as employees come and go. We cannot guarantee the continued participation by or employment of any of our shareholders, directors, officers, employees or staff.

9.3 Website

We will maintain a website for Franchised Businesses ("System Website") that will include the information about your Franchised Business we deem appropriate. We may modify the content of and/or discontinue the System Website at any time in our sole discretion. We are only required to reference your Franchised Business on our System Website while you are in full compliance with this Franchise Agreement and all System standards. We must approve all content about your Franchised Business. We will own the System Website (including any webpages for your Franchised Business) and domain names. We intend that any franchisee website will be accessed only through this System Website.

9.4 Supplier Agreements

We may, but are not required to, negotiate agreements with suppliers to obtain products or services for our franchisees. If we negotiate an agreement, we may arrange for you to purchase the products directly from the supplier. We may receive rebates from these suppliers based on your purchases. We may also purchase certain items from suppliers in bulk and resell them to you at our cost (including overhead and salaries), plus shipping fees and a reasonable markup, in our sole discretion.

10. MANAGEMENT AND STAFFING

10.1 Owner Participation

If you are an Entity, you must designate an Owner who will be principally responsible for communicating with us about the Franchised Business ("Responsible Owner"). If you are an individual, you are the Responsible Owner. The Responsible Owner must have the authority and responsibility for the day-to-day operations of your Franchised Business and must have at least 25% equity. You acknowledge that a major requirement for the success of your Franchised Business is the active, continuing and substantial personal involvement and hands-on supervision by your Responsible Owner. Your Responsible Owner must be actively involved in operating the Franchised Business on a full-time basis and provide on-site management and supervision, unless we permit you to delegate management functions to a Franchise Manager. If you appoint a new Responsible Owner, then in addition to any Transfer conditions, that person must attend and successfully complete our initial training program at your sole cost and expense.

10.2 Franchise Manager

You may hire a manager to assume the Responsible Owner's responsibility for the daily in-person on-site management and supervision of your Franchised Business ("Franchise Manager"), but only if: (i) we approve the Franchise Manager in our commercially reasonable discretion; (ii) the Franchise Manager successfully completes the initial training program; and (iii) your Responsible Owner agrees to assume responsibility for the on-site management and supervision of your Franchised Business if the Franchise Manager is unable to perform his or her duties, until such time that you obtain a suitable replacement Franchise Manager. We do not require that the Franchise Manager have an ownership interest in the legal entity of the Franchisee. If you hire a new Franchise Manager, the new Franchise Manager must attend and successfully complete our initial training program at your sole cost and expense.

10.3 **Staff**

You must determine appropriate staffing levels for your Franchised Business to ensure full compliance with this Franchise Agreement and our System standards. You are solely responsible to hire, train and supervise employees or independent contractors to assist you with the proper operation of the Franchised Business. You must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings levied or fixed by any city, state or federal governmental agency, or otherwise required by law) due for your employees or as applicable, for your independent contractors. These employees and independent contractors will be your employees or contractors, not ours. We do not control the day-to-day activities of your employees or independent contractors or the manner in which they perform their assigned tasks. You agree to inform each of your employees and independent contractors you are exclusively responsible for supervising their activities and dictating the manner in which they perform their assigned tasks. In this regard, you must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, consulting agreements, time cards and similar items.

You have sole responsibility and authority for all employment-related decisions, including employee hiring, promotion, firing, hours worked, rates of pay, benefits, work assignments, training and working conditions, compliance with wage and hour requirements, personnel policies, recordkeeping, supervision and discipline. We will not provide you with any advice or guidance on these matters. You must require your employees and independent contractors to review and sign any acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee or independent contractor that you are his or her sole employer. You must also post a conspicuous notice for employees and independent contractors in the back-of-the-house area explaining your franchise relationship with us and that you (not we) are the sole employer. We may prescribe the form and content of this notice. You agree that any direction you receive from us regarding employment/engagement policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel competent in employment law.

10.4 **Assumption of Management**

10.4.1 Interim Manager. In order to prevent any interruption of operations which would cause harm to or depreciate the value of the Franchised Business, we have the right, but not the obligation, to step-in and designate an individual or individuals of our choosing ("Interim Manager") for so long as we deem necessary and practical to temporarily manage your Franchised Business ("Step-In Rights"): (i) if you violate any System standard or provision of this Franchise Agreement and do not cure the failure within the specified time period; (ii) if we determine in our sole judgment that the operation of your Franchised Business is in jeopardy; (iii) if we determine in our sole discretion that operational problems require that we operate your Franchised Business; (iv) if you abandon or fail to actively operate your Franchised Business; (v) upon your Responsible Owner or your Franchise Manager's absence, termination, illness, death, incapacity or disability; (vi) if we deem your Responsible Owner or your Franchise Manager incapable of operating your Franchised Business; or (vii) upon a "Crisis Management Event."

A "Crisis Management Event" means any event or series of events that occurs at the Franchised Business that has or may cause harm or injury to customers or employees, or any other circumstance which may damage the System, Marks or image or reputation of the Franchised Business or us or our affiliates. We may establish emergency procedures which may require you to temporarily close the Franchised Business to the public, in which case you agree that we will not be held liable to you for any losses or costs. You agree to notify us immediately by telephone and email upon the occurrence of a Crisis Management Event.

10.4.2 Step-In Rights. If we exercise the Step-In Rights: (i) you agree to pay us, in addition to all other amounts due under this Franchise Agreement, our then-current "Management Fee" (currently equal to $250 per day per Interim Manager that manages your Franchised Business), plus the Interim Manager's direct out-of-pocket costs and expenses; (ii) all monies from the operation of your Franchised Business during such period of operation will be kept in a separate account, and the expenses of the Franchised Business, including compensation and direct out-of-pocket costs and expenses for the Interim Manager, will be charged to said account; (iii) you acknowledge and agree that the Interim Manager will have a duty to utilize only reasonable efforts and will not be liable to you or your Owners for any debts, losses, or obligations your Franchised Business incurs, or to any of your creditors for any supplies, products, or other assets or services your Franchised Business purchases, while Interim Manager manages it; (iv) the Interim Manager will have no liability to you except to the extent directly caused by its gross negligence or willful misconduct. We will have no liability to you for the activities of an Interim Manager unless we are grossly negligent in appointing the Interim Manager, and you will indemnify and hold us harmless for and against any of the Interim Manager's acts or omissions in operating the Franchised Business; and (v) you agree to pay all of our reasonable attorney fees, accountant's fees, and other professional fees and costs incurred as a consequence of our exercise of the Step-In Rights.

Nothing contained herein shall prevent us from exercising any other right which we may have under this Franchise Agreement, including, without limitation, termination.

11. BRAND FUND

The Brand Fund is used to promote public awareness of our brand and to improve our System. You are required to pay the Brand Fund Contribution. The Brand Fund may be administered by us or our affiliate or designees, at our discretion. We may use the Brand Fund for any expenditure that we, in our sole discretion, deem necessary or appropriate to promote or improve the System or the Abu Omar Halal brand.

To illustrate, these may include, but are not limited to, the following: (i) developing, maintaining, administering, directing, preparing or reviewing advertising and marketing materials, promotions and programs, including social media management; (ii) raising public awareness of any of the Marks; (iii) improving public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and services; (vi) website development (including social media) and search engine optimization; (vii) development and implementation of quality control programs and other reputation management functions; (viii) conducting market research; (ix) changes and improvements to the System; (x) covering the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xi) paying the proportionate salary share of our employees that devote time and provide services for advertising, promotion, collection, accounting or administration of the Brand Fund; (xii) preparing and distributing financial accountings of the Brand Fund; (xiii) developing training tools; and (xiv) paying our and our affiliates' expenses associated with direct or indirect labor, administrative, overhead, or other expenses incurred in relation to any of these activities.

We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location, and all other matters pertaining to any of the previously listed activities. Any surplus amounts in the Brand Fund may be invested. Any unused funds collected in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable. The Brand Fund is not a trust, and we have no fiduciary obligations to you regarding our administration of the Brand Fund. An unaudited financial accounting of the operations of the Brand Fund, including deposits into and disbursements from the Brand Fund, will be prepared annually and provided to you upon written request.

We do not ensure that our expenditures from the Brand Fund in a particular geographic area are proportionate or equivalent to the Brand Fund Contribution by our franchisees operating in that geographic area or that any of our franchisees benefit directly or in proportion to their Brand Fund Contribution. We reserve the right to change, merge, re-form or dissolve the Brand Fund in our discretion. We will not use the Brand Fund for advertising principally for the solicitation and sale of Franchises, but we reserve the right to include a notation in any advertisement or website indicating "franchises available" or similar phrasing. We may, upon 30 days' prior written notice to you, reduce or suspend Brand Fund Contribution and operations for one or more periods of any length and terminate and/or reinstate the Brand Fund. We will spend all amounts before any termination of the Brand Fund.

12. FRANCHISEE MARKETING AND ADVERTISING

12.1 Standards

All advertisements and promotions you create or use must be completely factual, conform to the highest standards of ethical advertising, comply with all federal, state and local laws, rules and regulations, and comply with our standards as specified in the Franchise Operations Manual or otherwise in writing. You must ensure that your advertisements and promotional materials do not infringe upon the intellectual property or legal rights of others.

12.2 Promotional Programs

We may periodically create advertising and sales promotion programs and materials to enhance the collective success of all Abu Omar Halal franchisees operating under the System. You must participate in all advertising and sales promotion programs in accordance with the terms and conditions that we specify. These promotional programs may require that you offer products or services at no charge or discounted rates. We may also request you purchase and use advertisements and promotional materials we designate for your Franchised Business.

Subject to any legal restrictions, you must also place a sign we supply to you in a conspicuous place within the Premises as well as on all menus, containing substantially the following statement: "Abu Omar Halal Franchise Opportunities Available" and include our corporate website, telephone number and/or any other contact information we designate. You must immediately refer all franchise inquiries you receive to us via e-mail at the address we designate, currently franchise@abuomarhalal.com.

12.3 Marketing Materials

You must order any sales and marketing material from us, or our designated suppliers (which may be an affiliate), that we require. We may create advertising and other marketing materials, and make these available to you. We may charge you for these materials. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing costs). We may also enter into relationships with third-party suppliers who will create the advertising or marketing materials for your purchase.

12.4 Approval

We must approve all advertising and promotional materials we did not prepare or previously approve (including materials we prepared or approved and you modify) before you use them, including but not limited to, those related to any grand opening advertising, local advertising or online advertising that you

wish to conduct. We will be deemed to have disapproved the materials if we fail to issue our approval within 30 days after receipt. You may not use any advertising or promotional materials that we have disapproved (including materials that we previously approved and later disapprove).

12.5 Grand Opening Advertising

You will pay us a $10,000 grand opening fee upon signing this Franchise Agreement, that we will use in conducting a grand opening marketing, advertising and promotion for your Franchised Business ("Grand Opening Program") during the period commencing 30 days before the opening of your Franchised Business and ending 30 days after the date on which your Franchised Business opens for business. We will consult with you in connection with your Grand Opening Program. All expenditures for grand opening marketing, advertising and promotion will be in addition to your other marketing, advertising and promotion obligations under the Franchise Agreement. If you use unauthorized advertising materials more than three times, you will begin paying a fee of $500 per additional occurrence to us.

12.6 Local Advertising Requirement

In addition to your required Brand Fund Contribution and the grand opening fee, you must spend at least 3% of your Gross Sales from the previous month for local advertising to promote your Franchised Business, as measured on a rolling three-month basis ("Local Advertising Requirement"). If you fail to spend the Local Advertising Requirement, you will be required to pay the difference between the amount you spent and your Local Advertising Requirement to us (or the Brand Fund, if established). You agree to participate at your own expense in all advertising, promotional and marketing programs that we require, which may require that you offer products or services for sale at discounted prices or at no charge.

12.7 Online Advertising

You may not maintain a separate website, conduct e-commerce, or otherwise maintain a presence on the Internet in connection with your Franchised Business without our express written permission, which we may revoke at any time, in our sole discretion. Any website we permit you to establish will be subject to all of your marketing and advertising requirements under this Franchise Agreement and the Franchise Operations Manual or otherwise in writing. If you wish to utilize social media or advertise online, you must follow our online policy contained in our Franchise Operations Manual or otherwise provided in writing. Our online policy may change as technology and the Internet changes. We may require that you utilize our designated supplier for social media marketing services, at your expense. You may not use the Marks in any fundraising campaign, including crowdfunding. We may restrict your use of social media. We restrict your ability to independently market on the Internet, and we may not allow you to use any domain name, address, locator, link, metatag or search technique with words or symbols similar to the Marks.

12.8 Advertising Cooperative

You must participate in any advertising cooperative that we require for the purpose of creating and/or purchasing advertising programs for the benefit of all franchisees operating within a particular region. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions from each member, which amount will not exceed 3% of monthly Gross Sales. We may require that each cooperative operate with governing documents and prepare annual unaudited financial statements. We may form, change, dissolve or merge any advertising cooperative. Your participation in any cooperative must be in compliance with the provisions of the Franchise Operations

Manual or as otherwise provided in writing, which we may periodically modify at our discretion. We have the right to determine the composition of all geographic territories and market areas for each advertising cooperative. Franchisees in each cooperative will contribute an amount to the cooperative for each Franchised Business that the franchisee owns that exists within any cooperative's geographic area. Each Abu Omar Halal business we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees. Any contributions made to an advertising cooperative will count towards your Local Advertising Requirement.

12.9 Advisory Council

We may form, change, merge or dissolve an advisory council ("Council") at any time, in our sole discretion, to advise us on advertising policies and to promote communications between us and all franchisees. Any such Council will be governed by bylaws that will specify that members of the Council would consist of both franchisees and franchisor representatives and will specify how members are selected, subject to any changes to such bylaws or structure we deem necessary in our sole discretion. Any Council would serve in an advisory capacity only. We may grant the Council any operational or decision-making powers we deem appropriate.

13. BRAND STANDARDS

13.1 Generally

You agree to operate your Franchised Business: (i) in a manner that will promote the goodwill of the Marks; and (ii) in full compliance with our standards and all other terms of this Franchise Agreement and the Franchise Operations Manual. Any required standards exist to protect our interests in the System and the Marks, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be in the Franchise Operations Manual or other written materials and may be periodically modified over the Term. To protect our interests in the System and Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

13.2 Authorized Products and Services

The products or services offered by the Franchised Business are subject to change and we do not represent that your Franchised Business will always be permitted or required to offer all of the products or services currently offered. You agree to offer all products and services we require from time to time. You may not offer any other products or services at your Franchised Business without our prior written permission. We may, without obligation to do so, add, modify or delete authorized products and services, and you must do the same upon notice from us. You may incur additional expenses to offer new or remove current products or services. Our addition, modification or deletion of one or more products or services will not constitute a termination of this Franchise Agreement. You will not enter into any agreements with any third parties that can process orders for you on your behalf without our express written permission, which we may revoke at any time, in our sole discretion. We may, but are not required to, create Abu Omar Halal proprietary products for sale at your Franchised Business.

13.3 Suppliers and Purchasing

You agree to purchase or lease all products, supplies, equipment, services, and other items specified in the Franchise Operations Manual or otherwise in writing. You agree to maintain an adequate inventory of

all items in accordance with the Franchise Operations Manual or as otherwise provided in writing. If required by the Franchise Operations Manual or otherwise in writing, you agree to purchase or lease certain products and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliates). You acknowledge that our right to specify the suppliers you may use and add or remove suppliers is necessary and desirable. This right allows us to control the uniformity and quality of products and services used, sold or distributed in connection with the development and ongoing operation of your Franchised Business, maintain the confidentiality of our trade secrets, obtain discounted prices for our franchisees if we choose to do so, and protect the reputation and goodwill associated with the System and the Marks. If we receive rebates or other financial consideration from these suppliers based upon your purchases or any other of our franchisee's purchases, we have no obligation to pass these amounts on to you or to use them for your benefit. If we do not require you to use a designated source or approved supplier for a particular item, you may purchase the item from any vendor you choose so long as your purchases conform to our System and specifications. We may restrict the sourcing of current and future items.

If you wish to purchase any items or supplies from a supplier we have not approved or wish to offer any new product or service we have not authorized in writing, you must send us a written notice specifying the supplier's name and qualifications or product or service information and provide any additional information we request. We will approve or reject your request within 30 days after we receive your notice and all additional information (and samples) that we require. If we fail to issue our approval within the 30-day period, it will have the same effect as a rejection to the request. You must reimburse us for all costs and expenses we incur in reviewing a proposed supplier, product or service within 10 days of our invoice date. We may revoke approval of any supplier, product or service in our sole discretion in which case you must stop purchasing from such supplier or offering such product or service upon our written notice.

13.4 **Equipment Maintenance and Changes**

You agree to keep any equipment used in the operation of your Franchised Business in good condition and promptly replace or repair any equipment that is damaged, worn out or obsolete. We may require that you add new equipment or change, upgrade or replace your equipment, which may require you to make additional investments. You acknowledge that our ability to require franchisees to make significant changes to their equipment is critical to our ability to administer and change the System, and you agree to comply with any such required change within a reasonable time period designated by us.

13.5 **Hours of Operation**

You must keep your Franchised Business open for the minimum hours and minimum days of operation as specified in the Franchise Operations Manual or otherwise in writing, which may change over the Term. Your Franchised Business must be open every day of the year, unless otherwise agreed to by us. We may require you to establish specific hours of operation and submit those hours to us for approval. Your required hours of operation may vary depending on whether your Franchised Business operates as a Restaurant or Permanent Food Truck.

13.6 **Customer Issues**

You acknowledge the importance to the System and uniform standards of quality, service and customer satisfaction, and recognize the necessity of opening and operating a Franchised Business in conformity with the System. You agree to manage the Franchised Business in an ethical and honorable manner, and ensure that all those working at the Franchised Business provide courteous and professional service to customers. If you receive a customer complaint, you must promptly follow the complaint resolution process we specify

to protect the goodwill associated with the Marks. Also, if we are contacted by a customer of your Franchised Business who wishes to lodge a complaint, we reserve the right to address the customer's complaint to preserve goodwill and prevent damage to the Marks. Our right to address complaints may include refunding money to a dissatisfied customer, in which case you must reimburse us for these amounts including the value of any gift card, refund or other value we provide to the customer as part of addressing the issue within five days of invoicing.

We may contact any customer of your Franchised Business at any time for any purpose. We, or our authorized representative, have the right, during regular business hours, or at such other times as we may mutually agree upon, to inspect all client lists and documents and records related to the Franchised Business. Upon reasonable request, you must furnish to us, in whatever format we require, all client information and records for the Franchised Business, both active and inactive, which shall include, but not be limited to, names, addresses, telephone numbers and email addresses of such clients ("Customer List"). You acknowledge and agree that we are the sole owner of the Customer List and that you will not use the Customer List for any purpose other than for the operation of the Franchised Business or distribute, in any form or manner, the Customer List to any third party without our prior written consent.

13.7 **Standards Compliance**

You acknowledge the importance of every standard and operating procedures to the reputation and integrity of the System and the goodwill associated with the Marks.

13.8 **Payment Vendors and Data Security**

You agree to maintain, at all times, credit card relationships with the credit and debit card issuers or sponsors, check or credit verification services, financial center services, payment providers, merchant service providers, loyalty and gift cards, and electronic fund transfer systems (together, "Payment Vendors") that we may periodically designate as mandatory. The term "Payment Vendors" includes, among other things, companies that provide services for electronic payment. You agree not to use any Payment Vendor for which we have not given you our prior written approval or as to which we have revoked our earlier approval. We may modify our requirements and designate additional approved or required methods of payment and vendors for processing such payments, and revoke our approval of any service provider. You agree to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC, or any successor organization or standards we may reasonably specify. You agree to implement the enhancements, security requirements and other standards that PCI Security Standards Council, LLC (or its successor) requires of a merchant that accepts payment by credit and/or debit cards or electronic payments.

13.9 **Gift Cards and Loyalty Programs**

You agree to participate in our gift card and loyalty programs, if any, and agree to make gift cards and loyalty programs available for purchase and redemption at your Franchised Business subject to the policies and procedures in the Franchise Operations Manual or as otherwise provided in writing.

13.10 **Privacy**

You agree to comply with all applicable international, federal, state and local laws pertaining to the privacy of customer, employee and transactional information ("Privacy Laws"). You agree to research and proactively ensure that your Franchised Business is in compliance with Privacy Laws, which may vary

depending on the location of your Franchised Business. You also agree to comply with our standards and policies pertaining to Privacy Laws. You agree to inform us of any conflict between our standards and policies and any federal, state or local Privacy Laws that govern your Franchised Business ensure that your conduct complies with all federal, state and local Privacy Laws.

13.11 **Remodeling**

You agree to remodel and make all improvements and alterations to your Franchised Business we reasonably require from time to time to reflect our then-current image, appearance and specifications. There is no limitation on the cost of any remodeling that we may require. If you operate a Restaurant, you will not cause or allow any furnishings, fixtures, equipment, signs, décor, ATM machines, vending machines, video games, juke boxes, public telephone, or other type of vending machines to be installed on the Premises without our prior approval. We will not be required to approve any proposed remodeling or alteration that would conform to our then-current standards, specifications or image requirements. You agree to complete any remodel of the Franchised Business, or Premises if you operate as a Restaurant, within nine months after receiving our written request specifying the requirements.

13.12 **Mystery Shopper**

At any time, we reserve the right to engage the services of one or more mystery shoppers or quality assurance inspection firms who will inspect your Franchised Business for quality control purposes. Currently we conduct two mystery shops per year per Franchised Business. These inspections may address a variety of issues, including, but not limited to, customer service, food safety, sanitation, and qualit6y of products and services offered. You agree to fully cooperate with any such inspection. We will pay the cost of the two annual mystery shops, but if you fail either inspection, you may be required to undergo additional inspections at your own expense. In this event you may be invoiced directly by the mystery shopper or quality assurance firm for the services rendered. Alternatively, we may be invoiced by the mystery shopper or quality assurance firm, in which case you must reimburse us for inspections performed on your Franchised Business. You must pay us this fee within 15 days of our invoice date.

13.13 **Premises Maintenance**

If you operate a Restaurant, you agree to maintain your Premises in good order and condition, reasonable wear and tear excepted, and make all necessary repairs, including replacements, renewals and alterations at your sole expense, to comply with our standards and specifications. Without limiting these obligations, you agree to take the following actions at your sole expense: (i) thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at the intervals we may prescribe (or at such earlier times that such actions are required or advisable); and (ii) interior and exterior repair of the Premises as needed. You agree to comply with any maintenance, cleaning or facility upkeep schedule we prescribe from time to time.

13.14 **Delivery**

Your Franchised Business cannot offer delivery services without our express written authorization. We may withhold authorization for delivery in our sole and absolute discretion. If we allow you to offer delivery services then you must obtain all appropriate equipment, insurance and supplies, and follow the policies and procedures set out in the Franchise Operations Manual or as otherwise provided in writing. If we allow you to offer delivery services then we may require you to discontinue delivery services at any time in our sole discretion. You acknowledge and agree that our policies and procedures may restrict the

areas where delivery services can be provided by you. You further acknowledge and agree that you will not receive any territorial rights in connection with delivery services, and that the areas where we allow you to offer delivery services may be non-exclusive.

13.15 **Catering**

If you operate a Restaurant, we may permit you to offer catering services, but you cannot offer such catering services without our express written authorization. We may withhold authorization for catering in our sole and absolute discretion. If we allow you to offer catering services then you must obtain all appropriate equipment, insurance and supplies, and follow the policies and procedures set out in the Franchise Operations Manual or otherwise in writing. If we allow you to offer catering services then we may require you to discontinue catering services at any time in our sole discretion. You acknowledge and agree that our policies and procedures may restrict the areas where catering services can be provided by you. You further acknowledge and agree that you will not receive any territorial rights in connection with catering services, and that the areas where we allow you to offer catering services may be non-exclusive.

13.16 **Special Events in Unclaimed Territory**

If you operate a Mobile Food Truck and you desire to participate in a special event that is not located in a Territory where an existing Franchised Business is operating, you must request and receive our written approval at least 30 days in advance of the event, which we may withhold in our sole discretion.

14. TECHNOLOGY

14.1 **Technology**

You must utilize the technology, including software, computer hardware and components, point of sale system, cash register(s), communication equipment, menu boards, loyalty programs, online ordering and other related accessories or peripheral equipment (collectively, "Technology") that we require. We may change the Technology you must use for your Franchised Business at any time. You will utilize the Technology with the Franchised Business under our policies and procedures in the Franchise Operations Manual or as otherwise provided in writing. You must pay the Technology Fee for the use of certain technologies used in the operation of your Franchised Business. For other required Technology, you agree at your expense to use any approved supplier we require. We may change or add approved suppliers of this Technology at any time, in our sole discretion. You will, at your expense, purchase and maintain any required communication services, Internet services (including the requirement to maintain a high-speed Internet connection), dedicated telephone and power lines. You acknowledge and agree that changes to Technology are dynamic and not predictable within the Term of this Franchise Agreement. To provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we may establish, in writing, reasonable new standards for implementing Technology in the System and you agree to comply with those reasonable new standards we establish as if we periodically revised this Section for that purpose. You will keep the Technology in good maintenance and repair, and you will promptly install, at your expense, any additions, changes, modifications or substitutions to Technology, as we may specify periodically. There is no limitation on the frequency and cost of your obligation to maintain, update or upgrade your Technology or its components. You acknowledge that you are solely responsible for protecting your Franchised Business from computer viruses, bugs, failures, data breaches and attacks by hackers and other unauthorized intruders in the Technology.

14.2 **Proprietary Software**

We may also develop proprietary software or technology that must be used by Abu Omar Halal franchisees. If this occurs, you agree to enter into a license agreement with us (or an affiliate of ours) and pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. The license agreement will govern the terms under which you may utilize this software or technology. We also reserve the right to enter into a master software or technology license agreement with a third-party licensor and then sublicense the software or technology to you, in which case we may charge you for all amounts we must pay to the licensor based on your use of the software or technology.

14.3 **Our Access**

You will provide any assistance we require to connect to the Technology. We will have the right at any time to retrieve data and other information from your Technology as we, in our sole discretion, deem necessary or desirable. You will ensure that we have access at all times to any Technology we request, at your cost. You must provide us with any and all requested codes, passwords and information necessary to access your Technology. You must receive our prior approval before changing such codes, passwords and other necessary information and you must submit to us any new codes, passwords and other necessary information immediately upon changing the same. Subject to applicable law, you must provide us access to all software and to the video cameras in your Franchised Business upon our request.

15. TRANSFER BY US

This Franchise Agreement is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Franchise Agreement, and we will only remain responsible and liable for the performance of our obligations under this Franchise Agreement up to the effective date of the assignment. You agree to accept and continue the performance of this Franchise Agreement with any assignee(s) or other legal successor(s) to our interest and recognize and agree that the assignee(s) or other legal successor(s) shall be entitled to all rights and benefits as if it were the original franchisor under this Franchise Agreement. We may also delegate some or all of our obligations under this Franchise Agreement to one or more designees without assigning this Franchise Agreement.

We may change our ownership or form and/or assign this Franchise Agreement and any other agreement to a third party without restriction. After our assignment of this Franchise Agreement to a third party who expressly assumes the obligations under this Franchise Agreement, we will no longer have any performance or other obligations under this Franchise Agreement.

16. TRANSFER BY YOU

16.1 **Approval**

For purposes of this Franchise Agreement, "Transfer" means any direct or indirect, voluntary or involuntary (including by judicial award, order or decree) assignment, sale, conveyance, subdivision, sublicense or other transfer or disposition of the Franchise Agreement, the Franchised Business (or any portion thereof), or a direct or indirect ownership interest in an Entity that is the franchisee (or any interest therein), including by merger or consolidation, by issuance of additional securities representing an ownership interest in the Entity that is the franchisee, or by operation of law, will or a trust upon the death of an Owner (including the laws of intestate succession).

Neither you nor any Owner may engage in any Transfer without our prior written approval. Any Transfer without our approval shall be void and constitute a breach of this Franchise Agreement. Our consent to a Transfer shall not constitute a waiver of any claims we may have against you or the Owners, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the Franchise Agreement by the transferee.

16.2 **Our Right of First Refusal**

If you or an Owner desires to engage in a Transfer, you or the Owner, as applicable, must obtain a bona-fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have 30 days after receipt of the offer to decide whether we will purchase the Franchised Business (our "Right of First Refusal"). If we notify you that we intend to purchase the Franchised Business within such 30-day period, you or the Owner, as applicable, must sell the Franchised Business to us on the same terms as contained in the offer you received; provided that we may substitute cash for any non-cash form of payment proposed in the offer.

We will have at least 30 additional days to conduct a due diligence review and to prepare for closing. You agree to provide us with all information and records we request about the Franchised Business, and we will have the absolute right to terminate the obligation to purchase the Franchised Business for any reason during the due diligence period. You and we will act in good faith to agree on the terms and conditions of the written offer, and closing will take place on the 61st day following our receipt of your offer. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of this Section (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after our receipt of the offer, or there is a change in the terms of the sale, we will again have the Right of First Refusal specified in this Section. If there is any change to the terms of the sale after you submit the bona-fide, signed written offer, then you acknowledge and agree that our Right of First Refusal will restart and you must submit us the new written offer to us, and you further agree that the Transfer cannot be completed until you have done so.

Our Right of First Refusal is fully transferable by us to any affiliate or third party.

16.3 **Transfer Conditions**

We will not unreasonably withhold our approval of any proposed Transfer; provided that the following conditions are all satisfied ("Transfer Conditions"):

16.3.1 Written Notice. You have provided us with written notice of the proposed Transfer at least 45 days before the transaction. You must also submit a copy of the proposed purchase agreement together with all supporting documents and schedules between you and the proposed transferee to us for our review to ensure that the Transfer does not violate any term of this Franchise Agreement.

16.3.2 Qualified Transferee. The proposed transferee is, in our opinion, an individual of good moral character with sufficient business experience, aptitude and financial resources to own and operate a Franchised Business and otherwise meets all of our then-applicable standards for franchisees.

16.3.3 Terms of the Sale. The purchase price and terms of the proposed transfer must not be so burdensome to the prospective transferee as to impair or threaten the future operation of the Franchised Business.

16.3.3 Monetary Obligations. All of your monetary obligations to us and our affiliates have been paid in full and you and the Owners are in full compliance with the terms of this Franchise Agreement and all other agreements with us or our affiliate(s).

16.3.4 Training. The transferee has (or if the transferee is an Entity, its approved Responsible Owner and any Franchise Manager have) successfully completed, or made arrangements to attend, the initial training program (and the transferee has paid us the training fee for each new person who must attend training).

16.3.5 Licenses and Permits. The transferee and its owners, to the extent necessary, have obtained all licenses and permits required by applicable law to own and operate the Franchised Business.

16.3.6 New Franchise Agreement. You must request that the transferee be provided with our then-current form of franchise disclosure document. You agree that we will not be liable for any representations that you or your Owners make that are inconsistent with such franchise disclosure document. The transferee and its owners sign our then-current form of franchise agreement and related documents, including, but not limited to, our then-current form of Franchise Owner Agreement or other guaranty (unless we, in our sole discretion, instruct you to assign this Franchise Agreement to the transferee), except that: (i) the Term and successor term(s) shall be the Term and successor term(s) remaining under this Franchise Agreement; and (ii) the transferee does not need to pay a separate initial franchise fee.

16.3.7 Transfer Fee. You pay us a transfer fee of $10,000 ("Transfer Fee"). The Transfer Fee will be reduced to $5,000 if the transferee is a current franchisee or Franchise Manager in our System. You will pay the Transfer Fee to us as follows: (i) a $1,000 non-refundable deposit at the time of your transfer application request; and (ii) the remaining balance shall be due at or before the time you complete the approved Transfer.

16.3.8 General Release. You and each of your Owners sign a general release in the form we prescribe for all known and unknown claims against us, our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, arising before or contemporaneously with the Transfer. If the proposed transferee has any previous relationship with us or our affiliates, then the proposed transferee must also execute a general release.

16.3.9 Right of First Refusal. We do not elect to exercise our Right of First Refusal.

16.3.10 Subordination. We may, in our sole discretion, require you to enter into an agreement with us to subordinate the transferee's obligations to you to the transferee's financial obligations owed to us under the Franchise Agreement.

16.3.11 Broker Costs. You must pay any broker costs, commissions or other placement fees we incur as a result of the Transfer.

16.3.12 Premises. Your landlord consents to your assignment of the lease for the Premises to the transferee, or the transferee is diligently pursuing an approved substitute location within the Territory.

16.3.13 Remodel. If required by us, you must remodel your Franchised Business and/or

Premises to comply with our then-current standards and specifications, or obtain a written commitment from the transferee to do so.

16.3.14 Other Conditions. You and each of your Owners agree to comply with all obligations that survive the termination, expiration or Transfer of this Franchise Agreement. The transfer must be made in compliance with any laws that apply to the transfer including all laws governing the offer and sale of franchises. You or the transferring Owner, as applicable, and the transferee must satisfy any other conditions we reasonably require as a condition to our approval of the Transfer.

16.4 Transfer to an Entity

If you entered into this Franchise Agreement as one or more individual(s), you may transfer your ownership interests to an Entity provided that: (i) the Owner or Owners of the Entity are the same persons who signed this Franchise Agreement and (ii) you comply with the Transfer Conditions. Our Right of First Refusal will not apply for a Transfer conducted under this Section and you must pay us a fee of $500 (in lieu of the Transfer Fee), associated with your Transfer to the Entity. In lieu of entering into a new Franchise Agreement, you will be required to enter into any required documentation, which may include an approval of transfer agreement, a general release of claims and a Franchise Owner Agreement in the forms we prescribe.

16.5 Death or Disability

Upon the death or disability of you (if you are an individual) or of an Owner (if you are an Entity), your interest in the Franchised Business or the Owner's ownership interest in you, as applicable, must be assigned to a third party or another Owner approved by us within 180 days of such person's death or disability. For purposes of this Section, a person is deemed to have a disability only if the person has a medical or mental illness, problem or incapacity that would prevent the person from substantially complying with his or her obligations under this Franchise Agreement or otherwise operating the Franchised Business in the manner required by this Franchise Agreement and the Franchise Operations Manual for a continuous period of at least 90 consecutive calendar days, and where recovery within 90 days from the date of determination of disability is unlikely. If the parties disagree as to whether a person is disabled, the existence of disability will be determined by a licensed practicing physician selected by us, upon examination of the person; or if the person refuses to submit to an examination, then (for the purpose of this Section) the person automatically will be considered disabled as of the date of refusal. Your (or the deceased Owner's) estate or legal representative must apply to us for the right to Transfer to the next of kin within 120 calendar days after your or your Owner's death or disability. We may appoint an Interim Manager and charge you the Management Fee in the event the Franchised Business is negatively impacted by such death or disability of Owner.

17. INTELLECTUAL PROPERTY

17.1 Ownership and Use of Intellectual Property

For purposes of this Franchise Agreement, "Intellectual Property" means the Marks, our copyrighted materials, "Confidential Information" (defined below), the System and "Improvements" (defined below). You acknowledge that: (i) we, or our affiliates, if applicable, are the sole and exclusive owner of the Abu Omar Halal Intellectual Property and the goodwill associated with the Marks; (ii) your right to use the Intellectual Property is derived solely from this Franchise Agreement; and (iii) your right to use the Intellectual Property is limited to a license granted by us to operate your Franchised Business during the

Term pursuant to, and only in compliance with, this Franchise Agreement, the Franchise Operations Manual, and all applicable standards, specifications and operating procedures we prescribe from time to time. You may not use any of the Intellectual Property in connection with the sale of any unauthorized product or service, or in any other manner not expressly authorized by us. Any unauthorized use of the Intellectual Property constitutes an infringement of our rights. You agree to comply with all provisions of the Franchise Operations Manual governing your use of the Intellectual Property. This Franchise Agreement does not confer to you any goodwill, title or interest in any of the Intellectual Property. You agree that during the Term of this Franchise Agreement and after its termination, expiration or Transfer you will not, directly or indirectly, contest our interest in the Intellectual Property.

For purposes of this Franchise Agreement, "Confidential Information" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Franchised Business, including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System, the Franchise Operations Manual, written directives and all drawings, equipment, computer and point of sale programs (and output from such programs), and any other information, know-how, techniques, material and data imparted or made available by us to you.

For purposes of this Franchise Agreement, "Improvements" means any improvements or additions to the System, marketing, method of operation, or the products or services offered by a Franchised Business.

17.2 Changes to Intellectual Property

We may modify the Intellectual Property at any time in our sole and absolute discretion, including by changing the Marks, the System, our copyrights or the Confidential Information. If we modify or discontinue use of any of the Intellectual Property, then you must comply with any such instructions from us within 30 days, at your expense. We will not be liable to you for any expenses, losses or damages you incur (including the loss of any goodwill associated with a Mark) because of any addition, modification, substitution or discontinuation of the Intellectual Property.

17.3 Use of Marks

You agree to use the Marks as the sole identification of your Franchised Business; provided, however, you must identify yourself as the independent owner of your Franchised Business in the manner we prescribe. You may not use any Marks in any modified form or as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to you by this Franchise Agreement). You agree to: (i) prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, menus, receipts, stationery and forms that we designate, and in the manner we prescribe to give notice of trade and service mark registrations and copyrights; and (ii) obtain any fictitious or assumed name registrations required under applicable law. You may not use the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument, or other legal obligation or in any manner that is likely to confuse or result in liability to us for any indebtedness or obligation of yours. You agree that any use of the Marks by you and your Franchised Business shall contribute and inure to our benefit.

Upon our request, you agree to display in a conspicuous location in your Premises: (i) a sign containing a notice stating that your Franchised Business is owned and operated independently by you; and (ii) a sign that we will provide you at no cost that states "Franchises Available" and includes our contact information.

17.4 Use of Confidential Information

You acknowledge that you will use the Confidential Information only in operating the Franchised Business, and you will not disclose Confidential Information to others, except as expressly authorized by this Franchise Agreement. You will take all actions to preserve the confidentiality of all Confidential Information, including safeguarding access to the Franchise Operations Manual. You will not copy or permit copying of Confidential Information. Your obligations under this Section begin when you sign this Franchise Agreement and continue for trade secrets as long as they remain secret, and, for other Confidential Information, for as long as we continue to use the information in confidence (even if edited or revised) plus an additional three years afterwards. We will respond promptly and in good faith to any inquiries you have about continued protection of any Confidential Information.

All data you collect, create, provide or otherwise develop (including, but not limited to, customer information and Customer Lists) is (and will be) owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We license use of such data back to you, at no additional cost, solely for the Term of this Franchise Agreement and solely for your use in connection with the Franchised Business. You agree to provide us with the information we reasonably require regarding data and cybersecurity requirements. You agree to indemnify us for any loss of data, including, but not limited to, customer information resulting from a breach of such data caused, in whole or in part, by you.

The restrictions on the disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (iii) made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Confidential Information to an attorney, and for use of the Confidential Information in such court proceeding, so long as any document containing the Confidential Information is filed under seal and Confidential Information is not otherwise disclosed pursuant to a court order.

We do not make any representation or warranty that your use of the System and Confidential Information will not infringe on the patent, copyright or other proprietary rights of third parties. You agree that we will have no liability to you if the System and/or any Confidential Information is held not to be secret or confidential or in the event that any infringement of others' proprietary rights occurs because of your use of the System and Confidential Information.

17.5 **Improvements**

If you conceive of or develop any Improvements, you agree to promptly and fully disclose the Improvements to us without disclosing the Improvements to others. You must obtain our approval before using any such Improvements. Any Improvement we approve may be used by us and any third parties we authorize, without any obligation to pay you royalties or other fees. You must assign all rights to any such Improvement, including the right to grant sublicenses, to us or our designee, without charge. In return, we will authorize you to use any Improvements we or other franchisees develop that we authorize for general use with the operation of a Franchised Business. These obligations survive the termination, expiration or Transfer of this Franchise Agreement.

17.6 **Notification of Intellectual Property Issues**

You must notify us as soon as possible, but no later than three business days of any: (i) apparent infringement of any of the Intellectual Property; (ii) challenge to your use of any of the Intellectual Property; or (iii) claim by any person of any rights in any of the Intellectual Property. You may not communicate

with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate. We have the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation, Patent and Trademark Office proceeding, or other proceeding, or to otherwise protect and maintain our interest in the Intellectual Property.

18. BRAND COVENANTS

18.1 Reason for Covenants

The covenants in this Section 18 shall be referred to as the "Brand Covenants."

You acknowledge that the System is distinctive and has been developed by us and/or our affiliates at great effort, time and expense, and that the Intellectual Property and the training and assistance we provide would not be acquired except through implementation of this Franchise Agreement. You also acknowledge that competition by you, the Owners, or persons associated with you or the Owners (including family members) could jeopardize the entire System because you and the Owners have received an advantage through knowledge of our day-to-day operations and Confidential Information related to the System. Accordingly, you and the Owners agree to comply with the Brand Covenants described in this Section to protect the Intellectual Property and our System.

18.2 Unfair Competition During the Term

For purposes of this Franchise Agreement, "Competitive Business" means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by the Franchised Business; or (ii) provides or offers to provide services the same as or similar to the type of services sold by the Franchised Business, but excludes a Franchised Business operating under a franchise agreement with us. A Competitive Business will not include ownership of up to five percent (5%) of any publicly-held company or mutual fund that owns, operates, has an interest in, or controls any business that otherwise would meet the definition of a Competitive Business.

You agree not to compete with us during the Term by engaging in any of the following activities ("Prohibited Activities"): (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in any Competitive Business; (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); or (iii) inducing any customer of ours (or of one of our affiliates' or franchisees') to transfer their business to you or to any other person that is not then a franchisee of ours.

18.3 Unfair Competition After the Term

For purposes of this Section, the "Restricted Period" means a period of 2 years after the termination, expiration or Transfer of this Franchise Agreement. For purposes of this Section, the "Restricted Territory" means the geographic area within: (i) a 25-mile radius of the Franchised Business; and (ii) a 25-mile radius from all other Abu Omar Halal businesses that are operating, under construction, or otherwise under development, as of the date of the termination, expiration or Transfer of this Franchise Agreement.

During the Restricted Period, you agree that you will not engage in any Prohibited Activities within the Restricted Territory and that you will cause each of your Owners to not engage in any Prohibited Activities within the Restricted Territory. If you or any Owner engages in a Prohibited Activity within the Restricted Territory during the Restricted Period, then the Restricted Period applicable to you (and applicable to each non-compliant Owner under the Franchise Owner Agreement) will be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity.

18.4 **Employees and Others**

Any Franchise Manager and, if you are an Entity, any officer that does not own equity in you must sign our current System Protection Agreement. You must ensure that all of your employees, officers, directors, partners, members, independent contractors, and other persons associated with you or your Franchised Business who may have access to our Confidential Information, and who are not required to sign a System Protection Agreement, sign the Confidentiality Agreement before having access to our Confidential Information. You must use your best efforts to ensure these individuals comply with the terms of the Confidentiality Agreements and System Protection Agreements, and you must immediately notify us of any breach that comes to your attention. You agree to reimburse us for all expenses we incur in enforcing a Confidentiality Agreement or System Protection Agreement, including reasonable attorney fees and court costs.

18.5 **Covenants Reasonable**

The parties agree that the Brand Covenants will be construed as independent of any other covenant or provision of this Franchise Agreement. It is the parties' intent that the provisions of this Section be judicially enforced to the fullest extent permissible under applicable law. If all or any portion of any Brand Covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, you agree to be bound by any lesser covenant subsumed within the terms of such Brand Covenant that imposes the maximum duty permitted by law, as if the resulting Brand Covenant were separately stated in and made a part of this Section. Accordingly, the parties agree that any reduction in scope or modification of any part of the non-competition provisions contained herein shall not render any other part unenforceable. You acknowledge and agree that: (i) the terms of this Franchise Agreement are reasonable both in time and in scope of geographic area; (ii) our use and enforcement of covenants similar to those described above with respect to other Abu Omar Halal franchisees benefits you and the Owners because it prevents others from unfairly competing with your Franchised Business; and (iii) you and the Owners have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Franchise Agreement. You hereby waive any right to challenge the terms of the Brand Covenants as being overly broad, unreasonable or otherwise unenforceable.

We have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any Brand Covenant without your consent (before or after any dispute arises), effective when we give you written notice of this reduction and you agree to comply with any modifications to the Brand Covenants.

18.6 **Breach of Covenants**

You agree that failure to comply with the terms of Brand Covenants will cause substantial and irreparable damage to us and/or other Abu Omar Halal franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Section 18 will entitle us to injunctive relief. We may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of

the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). Notwithstanding the foregoing, if a court requires the filing of a bond, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us, at law or in equity, under this Franchise Agreement are mutually exclusive, and may be combined with others, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense or cause of action you or an Owner may have against us, regardless of cause or origin, cannot be used as a defense against our enforcement of the Brand Covenants.

19. INSURANCE

Before your Franchised Business first opens for business, you will obtain the types and amounts of insurance specified in this Section. You will maintain all required insurance in force during the Term of this Franchise Agreement, and you will obtain and maintain any additional or substituted insurance coverage, limits or amounts as we may periodically require. Your compliance with these insurance provisions does not relieve you of any liability under any indemnity provisions of this Franchise Agreement.

We currently require you to maintain the following insurance coverages: (a) comprehensive commercial general liability insurance, providing coverage on an occurrence form basis, with limits of not less than $1,000,000 each occurrence for bodily injury and property damage combined, $2,000,000 annual general aggregate, and $2,000,000 products and completed operations annual aggregate; (b) "all risk" insurance covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage under the ISO "Special Causes of Loss" form, for the full replacement value of all your property or equipment of any nature located at, on, in, or about the Franchised Business, or in any way used in the operation of the Franchised Business, including all contents, awnings, signs, and glass with deductibles acceptable to us; (c) "umbrella" policy providing per occurrence coverage limits of not less than $2,000,000; (d) workers' compensation insurance, if required by applicable law, in amounts specified by applicable law; employee practices liability insurance with minimum per occurrence coverage of at least $1,000,000; (f) business interruption insurance to cover your loss of revenue and ongoing expenses and to cover any amounts owing to us under the Franchise Agreement (including, in the case of a casualty loss, the Royalties, Brand Fund Contributions and other fees and payments we would have received had the casualty loss not occurred) or any other agreement between you and us or our affiliates, in the amount specified by us in the Franchise Operations Manual or otherwise in writing for a minimum period of time as designated by us; (g) trade name restoration, loss of business income and incident response insurance for food poisoning or food-borne illness incidents at the Franchised Business or any Abu Omar Halal location with coverage limits of at least $500,000 per location/incident for at least 18 months; (h) automobile liability coverage, including coverage of owned, non-owned and hired vehicles with coverage in amounts not less than $1,000,000 with combined single limit per occurrence for bodily injury and property damage; (i) any additional insurance which we may require; and (j) any insurance which may be required by statute or rule of the state or locality in which the Franchised Business is located. We reserve the right to waive certain required insurance coverages for Franchised Businesses operating as Permanent Food Trucks in our sole discretion.

Our insurance requirements are subject to change during the Term of this Franchise Agreement, and you agree to comply with each such change. You agree to provide us a copy of your Certificate of Insurance or other proof of coverage before opening, within 10 days of any renewal of a policy, and at any other time on demand. You agree to obtain these insurance policies from insurance carriers rated "A" or better by A.M. Best & Company, Inc. and that are licensed and admitted in the state in which you operate your Franchised Business. All insurance policies (except for employment liability insurance policies) must be endorsed to: (i) name us, any affiliate we require, and our members, officers, directors and employees as

additional insureds ("Additional Insureds"); (ii) contain a waiver by the insurance carrier of all subrogation rights against us; and (iii) provide that we receive 30-days' prior written notice of the termination, expiration, cancellation or modification of the policy. If any of your policies fail to meet these criteria, then we may disapprove the policy and you must immediately find additional coverage with an alternative carrier satisfactory to us. Upon 10 days' notice to you, we may increase the minimum protection requirement as of the renewal date of any policy and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards, or other relevant changes in circumstances.

If you fail to maintain any required insurance coverage, we have the right to obtain the coverage on your behalf (which right is at our option and in addition to our other rights and remedies in this Franchise Agreement), and you must promptly sign all applications and other forms and instruments required to obtain the insurance and pay to us, within 10 days of our invoice date, all costs and premiums we incur, plus a twenty percent (20%) administrative surcharge.

20. REPORTING REQUIREMENTS

20.1 Books and Records

You agree to record all transactions and Gross Sales of your Franchised Business in the manner we specify. You agree to prepare and maintain for at least seven years after their preparation, complete and accurate books, records, accounts and tax returns pertaining to your Franchised Business including a list of all customers that your Franchised Business does business with and all contracts that your Franchised Business enters into. You must send us copies of your books, records, customer data and contracts within five days of our request. This obligation survives the expiration, termination or Transfer of this Franchise Agreement.

20.2 Reports

You will prepare and submit other reports and information about your operations as we may request in writing or as required by the Franchise Operations Manual or otherwise in writing. You will submit all required reports in the formats and by the due dates specified in the Franchise Operations Manual or otherwise in writing. We may modify the deadline days and times for submission of all reports. If you do not submit any report by the due date, we will debit your Franchise Account a late fee of $100 per occurrence and $100 per week until you submit the required report. We may require, in our sole discretion, that certain reports be certified as accurate and complete by you, your owners or your chief financial officer, and that they be submitted in certain methods or formats. If requested by us, your profit and loss statements and balance sheets must be certified by a certified public accountant at your expense. You must also make your certified public accountant available and cover the cost for him or her to consult with us concerning these statements and balance sheets.

20.3 Financial and Tax Statements

You will deliver a balance sheet, profit and loss statement, statement of cash flows and explanatory footnotes prepared under generally accepted accounting principles applied on a consistent basis ("Financial Statements") to us within the time period required by the Franchise Operations Manual or otherwise in writing. You must also prepare annual Financial Statements within 30 days of the end of your fiscal year. All Financial Statements must be in the form specified by us and must conform to our standard chart of accounts as prescribed by us. We have the right to use such Financial Statements in our franchise disclosure

document to make financial performance representations and to share these reports on a system-wide intranet or other similar means.

You must also provide us with complete signed copies of all state sales tax returns and state and federal income tax returns covering the operation of the Franchised Business within 30 days of filing. If you do not submit the Financial Statements or tax returns to us by the deadline, you will be required to pay a late fee of $100 per occurrence and $100 per week until you submit required Financial Statements or tax returns.

20.4 **Legal Compliance**

You must secure and maintain in force all required licenses, permits and regulatory approvals for the operation of your Franchised Business. You must also operate and manage your Franchised Business in full compliance with all applicable laws, ordinances, rules and regulations, and are solely responsible for complying with all federal, state and local tax laws. You also agree to timely pay all applicable federal, state and local taxes, and timely file all returns, notices and other forms required to comply with all federal, state and local tax laws in connection with the operation of the Franchised Business. It is your responsibility to make sure that you comply with all laws that are applicable to the Technology.

You must notify us in writing within three business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Franchised Business or your financial condition. You must immediately deliver to us a copy of any inspection report, warning, certificate or rating by any governmental agency involving any health or safety law, rule or regulation that reflects a claim you have failed to fully comply with the law, rule or regulation.

You agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you certify, represent and warrant that none of your property or interests is subject to being blocked under, and that you and the owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, rules, regulations, policies, lists and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or the Owners, or any blocking of your or the Owners' assets under the Anti-Terrorism Laws, will constitute good cause for immediate termination of this Franchise Agreement.

21. INSPECTION AND AUDIT

21.1 **Inspections**

To ensure compliance with this Franchise Agreement, we or our representatives will have the right to enter your Premises, evaluate your Franchised Business operations, and inspect or examine your books, records, accounts and tax returns. We may also interview personnel and customers of the Franchised Business. Our evaluation may include observing or participating during business hours. We may conduct our evaluation at any time and without prior notice. During the course of our inspections, we and our representatives will use reasonable efforts to minimize our interference with the operation of your Franchised Business, and you, your employees and independent contractors will cooperate and not interfere with our inspection. You consent to us accessing your Technology and retrieving any information we deem appropriate in conducting the inspection.

If any such inspection indicates any deficiency or unsatisfactory condition, including quality, cleanliness, service, health and authorized product line, we will notify you in writing of your noncompliance with the System, Franchise Operations Manual, or this Franchise Agreement and you will promptly correct or repair such deficiency or unsatisfactory condition. In addition, if you fail any food safety inspection, cleanliness inspection or other inspection or audit that we or our designee, any applicable restaurant association or any public health and safety agency conducts, you will be required to undergo an additional inspection or audit at your sole expense. You agree to reimburse us or the third-party auditor directly upon invoicing. We may require you to take, and you agree to take, immediate corrective action, which action may include temporarily closing the Franchised Business.

21.2 **Audit**

We have the right, at any time, to have an independent audit made of the books and financial records of your Franchised Business. You agree to fully cooperate with us and any third parties we hire to conduct the audit. Any audit will be performed at our cost and expense. However, you agree to reimburse us for the cost of the audit and inspection, including reasonable accounting, legal, travel and lodging expenses if the audit: (i) is necessitated by your failure to provide the information requested or to preserve records, or file reports as required by this Franchise Agreement; or (ii) reveals an understatement of any amount due to us by at least two percent (2%) in any week, in which case you must also pay any amount owed to us, including any related expenses and Late Fees. The audit cost reimbursements will be due 10 days after our invoice date. Accepting reimbursements for our audit costs does not waive our right to terminate this Franchise Agreement.

22. INDEMNITY

22.1 **Your Indemnification of Us**

Independent of your obligation to procure and maintain insurance, you and your Owners will indemnify, defend and hold us and our affiliates, the respective officers, directors, managers, partners, shareholders, members, employees, agents and contractors of these entities, and the successors, assigns, personal representatives, heirs and legatees of all of these persons or entities (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by law, from and against all expenses, losses, payments or obligations to make payments either (i) to or for third-party claimants by any and all Indemnified Parties, including refunds, or (ii) incurred by any and all Indemnified Parties to investigate, take action, respond to or defend a matter, including investigation and trial charges, costs and expenses, fees, fees paid to professionals, attorney fees, experts' fees, court costs, settlement amounts, judgments and costs of collection (collectively, "Losses and Expenses"), incurred by any Indemnified Parties for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, actually or allegedly, directly or indirectly, relating to, arising out of, or resulting from or in connection with: any transaction, occurrence, product or service involving the Franchised Business or this Franchise Agreement; your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees; your marketing, selling, or providing of items and services; and any breach of violation of any agreement (including this Franchise Agreement), or any law, regulation or ruling, by any act, error or omission (active or passive) of you, any party associated with you, or any of your or your affiliates' owners, officers, directors, managers, employees, owners and agents, including when any of the Indemnified Parties is alleged or proven to be negligent.

You agree to give us notice of any action, suit, proceeding, claim, demand, inquiry or investigation described above. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel

of their own choosing to represent them with respect to any claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such claim, including court costs and reasonable attorney fees, within 10 days of the date of each invoice delivered by such Indemnified Party to you enumerating such costs, expenses and attorney fees. You agree that your indemnification obligations under this Section shall expressly survive the termination, expiration, non-renewal or Transfer of this Franchise Agreement.

If we determine that you deviated from a contractual requirement, including any system standard, then we may, in our sole discretion and in addition to all other remedies available to us under the Franchise Agreement, assess a $1,000 per week default fee for each deviation cited by us, which you shall pay within five business days after notification that we will charge such fee. No cure period in the Franchise Agreement shall apply to delay, modify, or otherwise eliminate your obligation to pay such fee or fees.

22.2 **Our Indemnification of You**

Provided that you are not in default under this Franchise Agreement or any other agreement with us, we will indemnify you and hold you harmless for, from and against any and all costs and expenses incurred by you as a result of or in connection with any claim asserted against you based upon the violation of any third party's intellectual property rights caused by your use of our Marks in strict compliance with the terms of this Franchise Agreement and the Franchise Operations Manual. You must promptly notify us of any such claim and fully cooperate with us in the defense of such claim.

23. TERMINATION BY YOU

You may terminate this Franchise Agreement if you are in full compliance and we breach this Franchise Agreement and fail to cure the breach within 60 days after you send us a written notice specifying the nature of the breach. You may also terminate this Franchise Agreement if you and we mutually agree, in our sole discretion, which may be withheld, in writing to terminate this Franchise Agreement. In such an event, you and we will be deemed to have waived any required notice period. If you terminate this Franchise Agreement, you must still comply with your post-termination obligations described below and all other obligations that survive the expiration or termination of this Franchise Agreement.

24. TERMINATION BY US

Our rights to terminate the Franchise Agreement in the Section shall be referred to as our "Termination Rights."

24.1 **Immediate Termination Without Notice**

You shall be in default under this Franchise Agreement, and we may immediately terminate all rights granted to you by this Franchise Agreement without notice if (i) you file or cause to be filed a petition in bankruptcy or you are adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of any applicable state or federal laws); or (ii) you admit to your inability to meet your financial obligations as they become due, or make a disposition for the benefit of its creditors (unless prohibited by law); or (iii) a receiver or custodian (permanent or temporary) is appointed for any of your assets or property; or (iv) a final judgment in excess of $10,000 against you remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such

judgment), except that we may provide you with additional time to satisfy the judgment if you demonstrate that you are using commercially reasonable efforts to resolve the issues related to the judgment.

24.2 **Option to Terminate Without Opportunity to Cure**

We may, in our sole discretion, terminate this Franchise Agreement immediately upon written notice to you, without opportunity to cure, upon the occurrence of any of the following events, each of which constitute events of default under this Franchise Agreement.

24.2.1 Failure to Open. If you fail to open your Franchised Business within the time period required.

24.2.2 Material Misrepresentation. If you or any Owner commits any fraud or makes any material misrepresentation to us, whether occurring before or after the Effective Date.

24.2.3 Violation of Law. If you fail, for a period of 10 days after having received notification of noncompliance from us or any governmental or quasi-governmental agency or authority, to comply with any federal, state or local law or regulation applicable to the operation of the Franchised Business.

24.2.4 Criminal Offense. If you or any of your Owners, officers, directors, or key employees is convicted of or pleads guilty or nolo contendere to a felony or any other crime or offense that is reasonably likely, in our sole opinion, to adversely affect our reputation, the System, or the Marks. If the crime or offense is committed by an Owner other than a Responsible Owner, then we may, in our sole discretion, terminate if such Owner fails to sell its ownership interest in the Entity to any of the other Owners within 30 days after the conviction or guilty plea, whichever first occurs.

24.2.5 Under-Reporting. If an audit or investigation discloses that you have knowingly maintained false books or records, or submitted false reports to us, or knowingly understated its Gross Sales or withheld the reporting of same, or, if, on two or more occasions in any single 24 month period, any audits or other investigations reveals an under-reporting or under-recording error of two percent (2%) or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of five percent (5%) or more.

24.2.6 Intellectual Property Misuse. If you misuse or make any unauthorized use of the Marks or otherwise impair the goodwill of our rights, or you take any action which reflects unfavorably upon the operation and reputation of the Franchised Business, the System, or the "Abu Omar Halal" brand generally. If your employees or independent contractors engage in any of the same actions described above, unless you have exercised your best efforts to prevent such disclosures or use.

24.2.7 Health or Safety Violations. If you manage or operate your Franchised Business in a manner that presents a health or safety hazard to your customers, employees or the public.

24.2.8 Abandonment. If you abandon or fail to operate your Franchised Business for three consecutive business days unless you received our prior written authorization to do so.

24.2.9 Failure to Pay. If you fail to pay any amount owed to us or an affiliate of ours within 10 days after receipt of a demand for payment.

24.2.10 Unauthorized Transfer. If you attempt to sell, Transfer, encumber or otherwise dispose of any interest in you, this Franchise Agreement or the Franchised Business in violation of Section

16 of this Franchise Agreement.

24.2.11 Brand Covenants. If you or any of your Owners violates any of the Brand Covenants.

24.2.12 License/Permits. If a regulatory authority suspends or revokes a license or permit held by you or an Owner that is required to operate the Franchised Business, even if you or the Owner still maintain appeal rights.

24.2.13 Failure to Complete Initial Training. If you or any required attendee fails to attend and complete the initial training program within the time period prescribed in this Franchise Agreement.

24.2.14 Repeated Defaults. If you commit a default of any obligation under this Franchise Agreement and have previously received two or more written notices of default from us within the preceding 12 months, regardless of whether any default is cured.

24.2.15 Cross Default. If we terminate any other agreement between you and us, or if any affiliate of ours terminates any agreement between you and the affiliate because of your default, except that termination of any area development agreement for failure to meet the development schedule will not be grounds for termination.

24.2.16 Franchise Owner Agreement Default. If any Owner, or the spouse of any Owner, breaches a Franchise Owner Agreement.

24.2.17 Premises Issues. If: (i) if you fail to secure a fully executed lease within the time period required; or (ii) the Premises or your assets are seized, taken over or foreclosed by a government official in the exercise of its duties, or by a creditor or lienholder provided that a final judgment against you remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or (iii) a levy of execution of attachment has been made upon the license granted by this Franchise Agreement or upon any property used in the Premises if you operate a Restaurant, and it is not discharged within five days of such levy or attachment; or (iv) you operate a Restaurant and permit a mechanics lien to be recorded against the Premises or any equipment at the Premises which is not released within 60 days, or if any person commences any action to foreclose on the Premises or said equipment; or (v) you operate a Permanent Food Truck and permit a lien to be recorded against the Vehicle or any equipment on or in the Vehicle which is not released within 60 days, or if any person commences any action to foreclose on the Vehicle or said equipment; or (vi) a condemnation or transfer in lieu of condemnation has occurred; or (vii) if you default under the lease for your Premises and you do not cure the default within the cure period set forth by the landlord or your lease is otherwise terminated due to your default.

24.3 Termination with Notice and Opportunity to Cure

In addition to our Termination Rights, we may, in our sole discretion, terminate this Franchise Agreement upon 30 days' written notice if you or an Owner fails to comply with any other provision of this Franchise Agreement (including failure to comply with any provision in the Franchise Operations Manual) or any other agreement with us, unless such default is cured, as determined by us in our sole discretion, within such 30-day notice period, each of which shall constitute an event of default under this Franchise Agreement. If we deliver a notice of default to you pursuant to this Section, we may suspend performance of any of our obligations under this Franchise Agreement until you fully cure the breach.

25. LIQUIDATED DAMAGES

Upon termination of this Franchise Agreement: (i) by us due to your default of this Franchise Agreement; or (ii) following your purported termination without cause, you agree to pay to us, within 15 days after the effective date of this Franchise Agreement's termination, in addition to any other amounts owed under this Franchise Agreement, liquidated damages equal to the average monthly Royalties and Brand Fund Contributions you owed during the total months of operation preceding the effective date of termination multiplied by: (i) 36; or (ii) the number of months remaining in this Franchise Agreement had it not been terminated, whichever is less, but in no case will such damages be less than $30,000.

You and we acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Franchise Agreement's termination and the loss of cash flow from Royalties and Brand Fund Contributions due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalties and Brand Fund Contributions would have grown over what would have been this Franchise Agreement's remaining Term. You and we consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalties and Brand Fund Contributions. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Franchise Agreement other than the Royalty payments and Brand Fund Contributions. You agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Franchise Agreement other than the payment of Royalties and Brand Fund Contributions.

26. POST TERM OBLIGATIONS

The obligations contained in this Section 26 shall be referred to as your "Post Term Obligations." After the termination, expiration or Transfer of this Franchise Agreement, you agree to undertake each and every one of the obligations listed in this Section.

26.1 Cease Operations

Immediately cease to operate the Franchised Business under this Franchise Agreement and the System. You agree to not hold yourself out to the public as a present or former franchise owner of the Franchised Business.

26.2 Intellectual Property

Immediately cease to use the Intellectual Property in any manner whatsoever and not use any trademarks or trade names that may be confusingly similar to the Intellectual Property. You acknowledge and agree that any continued use of the Marks would constitute trademark infringement.

26.3 Monetary Obligations

Pay us all amounts you owe us and our affiliates.

26.4 Surviving Covenants

Comply with all covenants described in this Section and otherwise in this Franchise Agreement that apply after the expiration, termination or Transfer of this Franchise Agreement or of an ownership interest by an Owner.

26.5 **Branded Items**

Return all copies of the Franchise Operations Manual, or any portions thereof, as well as all signs, sign faces, brochures, advertising and promotional materials, forms and any other materials bearing or containing any of the Marks, our copyrights or other identification relating to a Franchised Business, unless we allow you to Transfer such items to an approved transferee.

26.6 **Technology and Data**

Return all copies of any software we license to you (and delete all such software from your computer memory and storage), provide us the then-current Customer List and contracts that your Franchised Business has entered into and transfer all login information and data from any Technology, social media accounts and email addresses from your Franchised Business.

26.7 **Entity Name**

Ensure that any names or registrations related to your use of the Marks are canceled.

26.8 **Identifiers and Advertisements**

Immediately stop using all telephone numbers, advertisements, domain names and social media accounts associated with the Franchised Business. Notify all telephone companies, listing agencies, social media companies and domain name registration companies (collectively, the "Agencies") of the termination or expiration of your right to use the following, and immediately transfer to us: (A) the telephone numbers, accounts and/or domain names, if applicable, related to the operation of your Franchised Business; and (B) any online listings associated with the Marks (you hereby authorize the Agencies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct the Agencies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so).

26.9 **Modifications**

Remove all trade dress, equipment, software and property owned by us and make such modifications and alterations to the Premises that are necessary or that we require to prevent any association between us or the System and any business subsequently operated by you or any third party using any of the inventory, the Premises, Vehicles, or equipment used in the operation of the Franchised Business; provided, however, that this subsection will not apply if your Franchised Business is transferred to an approved transferee or if we exercise our right to purchase your entire Franchised Business. If you fail to do so, you must pay us any expenses we incur to de-identify your Premises.

26.10 **Customers**

We may contact customers of your Franchised Business and offer such customers continued rights to use one or more Abu Omar Halal franchises on such terms and conditions we deem appropriate, which in

no event will include assumption of any then-existing liability arising or relating to those customers or act or failure to act by you or your Franchised Business.

26.11 Compliance Evidence

Provide us with written satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Franchise Agreement.

27. RIGHT TO PURCHASE

27.1 Generally

Upon the expiration or termination of this Franchise Agreement for any reason, we will have the right but not the obligation to purchase from you some or all of the assets used in the Franchised Business ("Acquired Assets"). We may exercise our option to begin this process by giving written notice to you at any time following expiration or termination up until 30 days after the later of: (a) the effective date of expiration or termination; or (b) the date you cease operating the Franchised Business (the "Specified Date"). We have the right to inspect the assets used in the Franchised Business in order to determine which we wish to acquire and any refusal by you to cooperate with our right to inspect will extend the Specified Date by an equal period. The term "Acquired Assets" means, without limitation, vehicles, equipment, furnishings, fixtures, signs and inventory (non-perishable products, materials and supplies) used in the Franchised Business, all licenses necessary to operate the Franchised Business (if transferable) and the real estate fee simple or the lease or sublease for the Premises. Customer information and Customer Lists are owned by us and accordingly are not included within the definition of "Acquired Assets" and must be returned to us without charge upon expiration or termination. You may not sell the information or lists to a third party. We will be entitled to have the provisions in this Section enforced by a court of competent jurisdiction should you fail to meet your obligations. We will have the unrestricted right to assign this option to purchase the Acquired Assets. We or our assignee will be entitled to all customary representations and warranties, including that the Acquired Assets are free and clear (or, if not, accurate and complete disclosure) as to: (1) ownership, condition and title; (2) liens and encumbrances; (3) environmental and hazardous substances; and (4) validity of contracts and liabilities inuring to us or affecting the Acquired Assets, whether contingent or otherwise.

27.2 Purchase Price

The purchase price for the Acquired Assets ("Purchase Price") will be their fair market value (or, for leased assets, the fair market value of the lease), determined as of the Specified Date in a manner that accounts for reasonable depreciation and condition of the Acquired Assets; provided, however, that the Purchase Price will take into account the termination of this Franchise Agreement. The Purchase Price for the Acquired Assets will not factor in the value of any trademark, service mark, or other commercial symbol used in connection with the operation of the Franchised Business, nor any goodwill or "going concern" value for the Franchised Business. We may exclude from the Acquired Assets purchased in accordance with this Section any equipment, furnishings, fixtures, signs, and inventory that are not accepted as meeting then-current standards for a Franchised Business or for which you cannot deliver a Bill of Sale in a form satisfactory to us.

If you and we cannot agree upon a fair market value, we will appoint an independent, third-party appraiser with experience appraising businesses comparable to your Franchised Business in the United

States ("Qualified Appraiser") within 30 days after the Specified Date. We will pay for 50% of the cost of this Qualified Appraiser, and you will pay the other 50% of the cost.

The Qualified Appraiser will appraise the Acquired Assets as described above ("Appraised Value"). If you agree with the Appraised Value, the Appraised Value will be the Purchase Price. If you disagree with the Appraised Value, upon written notice to us, you may hire an additional Qualified Appraiser at your expense. In such situation, the Qualified Appraiser chosen by you will appraise the Acquired Assets at fair market value determined as described above. The average of the two values provided by the Qualified Appraisers will be the Purchase Price.

27.3 Access to Franchised Business

The Qualified Appraiser will be given full access to the Franchised Business, the Premises and your books and records during customary business hours to conduct the appraisal and will value the leasehold improvements, equipment, furnishings, fixtures, signs and inventory in accordance with the standards of this Section.

27.4 Exercise of Option; Operation

Within 10 days after the Purchase Price has been determined, we may fully exercise our option to purchase the Acquired Assets by notifying you of our decision in writing ("Purchase Notice"). The Purchase Price will be paid in cash or cash equivalents at the closing of the purchase ("Closing"), which will take place no later than 60 days after the date of the Purchase Notice. From the date of the Purchase Notice until Closing, you will operate the Franchised Business and maintain the Acquired Assets in the usual and ordinary course of business and maintain in full force all insurance policies required under this Franchise Agreement. During such time, we may exercise Step-in Rights, and be entitled to the Management Fee. Alternatively, we may require you to close the Franchised Business during that time period without removing any Acquired Assets from the Franchised Business.

27.5 Due Diligence

For a period of 30 days after the date of the Purchase Notice ("Due Diligence Period"), we will have the right to conduct such investigations as we deem necessary and appropriate. You will grant us and our representatives access to the Franchised Business and the Premises at all reasonable times for the purpose of conducting inspections of the Acquired Assets; provided that such access does not unreasonably interfere with your operations of the Franchised Business.

Prior to the end of the Due Diligence Period, we will notify you in writing of any objections that we have to any finding disclosed in any title to lien search, survey, environmental assessment or inspection. If you cannot or elect not to correct any such title defect, environmental objection or defect in the working condition of the Acquired Assets, we will have the option to either accept the condition of the Acquired Assets as they exist or rescind our option to purchase on or before the Closing.

27.6 Closing

We will have the right to set off against and reduce the Purchase Price by any and all amounts owed by you to us or our affiliates, and the amount of any encumbrances or liens against the Acquired Assets or any obligations assumed by us. If you cannot deliver clear title to all of the purchased Acquired Assets as

indicated in this Section, or if there are other unresolved issues, the Closing will be accomplished through an escrow which you and we shall each be responsible for paying half the cost of.

28. DISPUTE RESOLUTION

28.1 Mediation Requirement

Except for any "Litigation Exceptions" as defined below, without limiting our Termination Rights, all claims or disputes between you and us or our affiliates arising out of, or in any way relating to, this Franchise Agreement, or any of the parties' respective rights and obligations arising out of this Franchise Agreement, will be submitted first to non-binding mediation ("Required Mediation") prior to a hearing in binding arbitration. Before commencing any mediation against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. Such mediation will take place in the city closest to our principal place of business (currently Houston, Texas) under the auspices of the American Arbitration Association ("AAA"), or other mediation service acceptable to us in our sole discretion, in accordance with AAA's Commercial Mediation Procedures then in effect. You may not commence any action against us or our affiliates with respect to any such claim unless mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by us. The parties will each bear their own costs of mediation and will share equally the filing fee imposed by AAA and the mediator's fees. We reserve the right to specifically enforce our right to mediation.

28.2 Arbitration

If the parties cannot fully resolve and settle a dispute through Required Mediation, all unresolved issues involved in the dispute will be, at the request of either party, submitted to final and binding arbitration to be conducted in the city closest to our principal place of business (currently Houston, Texas) by AAA (if AAA or any successor thereto is no longer available for arbitration in such city, you and we will agree on another arbitration organization to conduct the arbitration proceeding), in accordance with AAA's Commercial Arbitration Rules and otherwise as set forth below on an individual basis (not a class action) ("Required Arbitration").

In any arbitration proceeding, each party will submit or file any claim that would constitute a compulsory counterclaim as defined by the Federal Rules of Civil Procedure within the same proceeding as the claim it relates to. Any claim that is not submitted or filed as required is forever barred. Except for claims excluded from mediation and arbitration herein, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Franchise Agreement including, but not limited to any claim that all or any part of this Franchise Agreement is void or voidable.

28.2.1 Notice of Arbitration. Either party may initiate an arbitration proceeding by making a written demand to the other party, and both parties will then be obligated to engage in arbitration. The demand for arbitration must be served on the other party within the period provided by the applicable statute of limitations, and must contain a statement setting forth the nature of the dispute, the amount involved, if any, and the remedies sought. A demand for arbitration will not operate to stay, postpone or rescind the effectiveness of any termination of this Franchise Agreement. Arbitration will not proceed until any protest of arbitrability is resolved by the arbitrator or by an appropriate court, if necessary.

28.2.2 Selection of Arbitrator. Arbitration will be conducted before a single, neutral

arbitrator who is familiar with legal disputes of the type at issue and who has franchise business or contract experience. The parties will mutually agree on the selection of the arbitrator; however, if the parties have not agreed on the selection of an arbitrator within 30 days after the arbitration demand, either party may request AAA or successor organization, to appoint a qualified arbitrator.

28.2.3 Discovery. All discovery must be completed within 60 days following appointment of an arbitrator, unless otherwise agreed by the parties. Depositions will be limited to a maximum of five per party and will be held within 30 days after making a request. Additional depositions may be scheduled only with the permission of the arbitrator and for good cause shown. Each deposition will be limited to a maximum of six hours duration. Should a dispute arise over the extent of or propriety of any discovery request, the arbitrator will make a final determination after hearing each party's position.

28.2.4 Statement of Case. At least five days before the scheduled hearing, each party must deliver to the arbitrator and to the other party a written summary of its position on the issues in dispute.

28.2.5 Arbitrator's Decision. The arbitrator will issue a written decision within 10 days after conclusion of the hearing, explaining the basis for the decision. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction. This decision will be binding upon both parties. The arbitrator will have authority to assess actual damages sustained by reason of any breach or wrongful termination of this Franchise Agreement, including monetary damages and interest on unpaid amounts from date due, specific performance, injunctive and declaratory relief, and legal fees and costs, but will not have any authority to amend or modify the terms of this Franchise Agreement or to assess exemplary or punitive damages. Except for claims excluded from mediation and arbitration herein, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Franchise Agreement including, but not limited to any claim that all or any part of this Franchise Agreement is void or voidable.

28.2.6 Time Schedule. Any award will be made within nine months of the filing of the notice of intention to arbitrate and the arbitrator will agree to comply with this schedule before accepting appointment. The parties will use due diligence to meet the foregoing time schedule, and the arbitrator will have the right to impose appropriate sanctions against any party who fails to comply with the agreed-upon time schedule. The arbitrator will use his best efforts to comply with the foregoing time schedule, but may unilaterally modify it if, in his opinion, modification is necessary for a proper and just resolution of the dispute. The parties may jointly modify the agreed-upon time schedule, subject to the arbitrator's approval.

28.2.7 Arbitration Expenses. The fees of, and authorized costs incurred by, the arbitrator will be shared equally by the parties, and each party will bear all of its own costs of arbitration; provided, however, that the arbitration decision will provide that the substantially prevailing party will recover from the other party its actual costs and expenses (including arbitrator's fees and expenses, and attorney fees and expenses) incurred in connection with the dispute.

28.3 **Disputes Not Subject to Mediation or Arbitration**

If any of the following exceptions occur, either party may immediately file a lawsuit in accordance with this Section without going through the Required Mediation or Required Arbitration (for purposes of this Franchise Agreement, the following shall be referred to as the "Litigation Exceptions"): (i) any action that involves an alleged breach of any Brand Covenant; (ii) any action petitioning specific performance to enforce your use of the Marks or the System or to prevent unauthorized duplication of the Marks or the System; (iii) any action for equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, or other relief in the nature of equity, including an action to enjoin

an alleged violation or harm (or imminent risk of violation or harm) to any of our rights in the Intellectual Property, our copyrighted works, Marks, the System, or in any of our specialized training, trade secrets, or other Confidential Information, brought at any time, including prior to or during any pending mediation or arbitration proceedings; (iv) any action seeking compliance with the Post Term Obligations; or (v) any action in ejectment or for possession of any interest in real or personal property.

28.4 **Venue**

All disputes and claims must be mediated, arbitrated and, if applicable, litigated in the principal city (and, if applicable, court) closest to our principal place of business (currently Houston, Texas); provided that for claims brought under the Litigation Exceptions, we have the option to bring suit against you in any state or federal court within the jurisdiction where your Franchised Business is or was located, or where any of your owners lives. The parties consent to the exercise of personal jurisdiction over them by these courts, and to the propriety of venue in these courts for the purpose of this Franchise Agreement, and the parties waive any objections that they would otherwise have in this regard. Each of the parties specifically waives any defense of inconvenient forum, and waives any bond, surety, or other security that might be required of any other party with respect to venue.

28.5 **Fees and Costs**

If you breach any term of this Franchise Agreement or any other agreement with us or an affiliate of ours, you agree to reimburse us for all reasonable attorneys' fees and other expenses we incur relating to such breach, regardless of whether the breach is cured prior to the commencement of any dispute resolution proceedings.

If we or you must enforce this Franchise Agreement in an arbitration or judicial proceeding, the substantially prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable fees for accountants, attorneys, and expert witnesses, costs of investigations and proof of facts, court costs, travel and living expenses, and other dispute-related expenses.

If there is a mixed decision involving an award of money or money equivalent and equitable relief, the arbitrator will award the above fees to the party that it deems has substantially prevailed over the other party using reasonable business judgment. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding for such arbitration proceeding to take place, and by doing so will not be deemed to have waived or relinquished our right to seek recovery of those costs in accordance with this Section. If either party commences any legal action or proceeding in any court in contravention of the terms of this Section, that party shall pay all costs and expenses that the other party incurs in the action or proceeding, including, without limitation, costs and attorneys' fees as described in this Section.

28.6 **Jury Trial and Class Action Waiver**

WE AND YOU IRREVOCABLY WAIVE: (I) TRIAL BY JURY IN ANY PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT; AND (II) THE RIGHT TO ARBITRATE OR LITIGATE ON A CLASS ACTION BASIS IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES.

28.7 **Limitation of Actions and Waiver of Punitive Damages**

We and you agree that any legal action of any kind by a party arising out of or relating to this Franchise Agreement or a default of this Franchise Agreement must be commenced within one (1) year from the occurrence of the facts giving rise to any such claim or action or such claim or action will be barred provided, however, that the forgoing limitation shall not apply where required by applicable law, to the parties indemnification obligations under this Franchise Agreement or to the Litigation Exceptions. You and we, for yourselves, ourselves and on behalf of the Owners respectively, hereby waive to the fullest extent permitted by applicable law, any right to, or claim for, punitive or exemplary damages against the other, and agree that except to the extent provided to the contrary in this Franchise Agreement, in the event of a dispute you and we shall each be limited to recovering only the actual damages proven to be sustained any legal action of any kind.

28.8 **Confidentiality**

Except as required by applicable law, including the required disclosure in our franchise disclosure document, the entire mediation, arbitration or litigation proceedings and related documents are confidential. Except as necessary to enforce the decision of the arbitrator hereunder, all conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the arbitration by any of the parties, their agents, employees or representatives and by the arbitrator, are confidential. These matters will not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceeding involving the parties, and will not be disclosed to anyone who is not an agent, employee, expert witness, or representative for any of the parties; however, evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the arbitration.

28.9 **Acknowledgment**

The parties acknowledge that nothing herein shall delay or otherwise limit our Termination Rights. A notice or request for arbitration or mediation will have no effect on the status of any demand for performance or notice of termination under this Franchise Agreement.

28.10 **Survival**

We and you agree that the provisions of this Section will continue to apply following the termination, expiration, Transfer or non-renewal of this Franchise Agreement. You agree to fully perform all obligations under this Franchise Agreement during the entire mediation, arbitration or litigation process.

29. SECURITY INTEREST

You grant to us a security interest ("Security Interest") in all of the furniture, fixtures, equipment, signage and real estate (including your interests under all real property and personal property leases and all improvements to real estate) of the Franchised Business, together with all similar property now owned or hereafter acquired, including additions, substitutions, replacements, proceeds and products thereof, wherever located, used in connection with the Franchised Business.

You are prohibited from granting a security interest in the Franchised Business or in any of your assets without our prior written consent, which shall not be unreasonably withheld. We may take a subordinate position in the security interest if a Small Business Administration-participating or third-party lender requires a first or senior lien, and the appropriate subordination documentation is executed by all parties. This security interest shall be security for any and all Royalties, damages, expenses or other sums owed to us hereunder and for any other amounts you owe to us. You agree to execute any documents, including but

not limited to, a UCC-1 (or replacements or extensions for the UCC-1) that we reasonably believe to be necessary to perfect said security interest prior to the opening of the Franchised Business, and hereby appoint us as its attorney-in-fact for the purpose of executing such documents should you fail to do so. Except with respect to your sales of inventory in the ordinary course of business, you shall not sell, transfer, lease, sublease, assign, remove, waste, destroy, encumber or relocate any of the property described herein as subject to our security interest. Further, you shall take no other action which interferes with our security interest in said property, unless and until we release our security interest in the same.

30. GENERAL PROVISIONS

30.1 Governing Law

Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Franchise Agreement and the franchise relationship shall be governed by the laws of the State of Texas (without reference to its principles of conflicts of law), but any law of those States that regulate the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

30.2 Relationship of the Parties

You understand that you are an independent contractor and are not authorized to make any contract, agreement, warranty or representation or create any obligation on our behalf under this Franchise Agreement. You understand and agree that nothing in this Franchise Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as a franchisee of ours and the independent owner of your Franchised Business. You agree to place such other notices of independent ownership on such forms, stationery, advertising, business cards and other materials as we may require from time to time. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other, or represent that our relationship is other than franchisor and franchisee. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Franchise Agreement. You further agree that fulfillment of any and all of our obligations written in the Franchise Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

30.3 Severability and Substitution

Each section, subsection, term and provision of this Franchise Agreement, and any portion thereof, is considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Franchise Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Franchise Agreement. If a court concludes that any promise or covenant in this Franchise Agreement is unreasonable and unenforceable, including without limitation, the Brand Covenants: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant to make such promise or covenant

enforceable and consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate your obligations under the Franchise Agreement to the fullest extent permitted by law), and you agree to be bound by the modified provisions.

30.4 **Waivers**

We and you may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall apply only the to the specifically waived provisions and shall not affect any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Franchise Agreement (including the right to demand exact compliance with every term, condition and covenant in this Franchise Agreement, or to declare any breach of this Franchise Agreement to be a default, and to terminate the Franchise Agreement before the expiration of its Term) by virtue of: (i) any custom or practice of the parties that varies with the terms of this Franchise Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Franchise Agreement or to insist upon exact compliance by the other with its obligations under this Franchise Agreement, including any mandatory specification, standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other Abu Omar Halal franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Franchise Agreement.

30.5 **Approvals**

Whenever this Franchise Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Franchise Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have denied your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is to acquire our approval. Except where this Franchise Agreement states that we may not unreasonably withhold our approval or consent, we may withhold such approval or consent, in our sole discretion. You are not entitled to any other relief or damages for our denial of approval.

30.6 **Force Majeure**

No party shall be liable for any loss or damage that arises directly or indirectly through or as a result of any failure or delay in the fulfilment its obligations in whole or in part (other than the payment of money as may be owed by a party) under this Franchise Agreement where the delay or failure is due to "Force Majeure." In the event of Force Majeure, the parties shall be relieved of their respective obligations only to the extent each party, respectively, is prevented or delayed in performing its obligations during the period of Force Majeure. As used in this Franchise Agreement, the term "Force Majeure" shall mean any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government and any other similar cause which is beyond the party's control and cannot be overcome by use of normal commercial measures. The party whose performance is affected by an event of Force Majeure will give prompt notice of such event to the other party, which in no case shall be more than 48 hours after the event, and provide them with the information regarding the nature of the event and its estimated duration. The affected party will provide the other party with periodic reports regarding the status and progress of the Force Majeure event. Each party must use its best efforts to mitigate the effect of the event of Force Majeure upon its performance of the Agreement and to fulfill its obligations under the Franchise Agreement.

Upon completion of a Force Majeure event, the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Franchise Agreement. Any delay resulting from an event of Force Majeure will extend performance accordingly or excuse performance (other than payment of money), in whole or in part, only to the extent reasonable under the circumstances. However, in the event the Force Majeure continues for a period of six months or more, then the unaffected party may, at its option, terminate this Franchise Agreement by thirty (30) days prior written notice to the party asserting such Force Majeure. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under the Franchise Agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure shall not affect your obligations to comply with any restrictive covenants in this Franchise Agreement during or after the Force Majeure event.

30.7 **Delegation**

We have the right in our sole and absolute discretion to delegate to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted the performance of any portion or all of our obligations under this Franchise Agreement, and any right that we have under this Franchise Agreement. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Franchise Agreement.

30.8 **Binding Effect**

This Franchise Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Franchise Agreement is binding upon the parties to this Franchise Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Franchise Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Franchise Agreement; provided, however, that the Additional Insureds and the Indemnified Parties are intended third-party beneficiaries under this Franchise Agreement with respect to indemnification obligations of the franchisee.

30.9 **Integration**

This Franchise Agreement constitutes the entire agreement between the parties and may not be changed except by a written document signed by both parties. Any email correspondence or other form of informal electronic communication shall not be deemed to modify this Franchise Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Franchise Agreement. The attachment(s) are part of this Franchise Agreement, which, together with any amendments or addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Franchise Agreement. No provision herein expressly identifying any term or breach of this Franchise Agreement as material shall be construed to imply that any other term or breach which is not so identified is not material. As referenced above, all mandatory provisions of the Franchise Operations Manual are part of this Franchise Agreement; however, notwithstanding the foregoing, we may modify the Franchise Operations Manual at any time.

Any representations made before entering into this Franchise Agreement are not enforceable, unless they are specifically contained in this Franchise Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, and serves to show that there is no intention to enter into contract relations other than the terms contained in this Franchise Agreement. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the

contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Franchise Agreement, would affect the economic terms of this bargain. Nothing in this Franchise Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document.

30.10 **Covenant of Good Faith**

If applicable law implies a covenant of good faith and fair dealing in this Franchise Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Franchise Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Franchise Agreement (and the relationship of the parties that is inherent in this Franchise Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Franchise Agreement that may favorably or adversely affect your interests; (ii) we will use our judgment in exercising that discretion based on our general assessment of our own interests and balancing those interests against the general interests of our franchisees (including ourselves and our affiliates if applicable), and not based on your or any other franchisee's specific individual interests; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

30.11 **Cumulative Rights**

The rights of the parties under this Franchise Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Franchise Agreement will preclude any other right or remedy available under this Franchise Agreement or by law.

30.12 **Survival**

All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Franchise Agreement (or the Transfer of an ownership interest in the Franchised Business) will continue in full force and effect, even after the termination, expiration or Transfer of the Franchise Agreement, until they are fully satisfied or expire by their own terms.

30.13 **Construction**

The headings in this Franchise Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Franchise Agreement unless otherwise specified. All references to days in this Franchise Agreement refer to calendar days unless otherwise specified. The term "you" as used in this Franchise Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural and the masculine and neuter usages include the other, the feminine and the possessive.

30.14 **Time is of the Essence**

Time is of the essence in this Franchise Agreement and every term thereof.

30.15 **Notice**

All notices given under this Franchise Agreement must be in writing, delivered by hand, email (to the last email address provided by the recipient), or priority mail or delivered by a recognized courier service, receipt acknowledged, to the following addresses (which may be changed upon 10 business days' prior written notice):

You: As set forth on Attachment A ("Franchisee Notice Address")

Us: 2603 Augusta Drive, Unit 175, Houston, Texas 77057

Notice will be considered given at the time delivered by hand, or one business day after sending by email or comparable electronic system, or three business days after placed in the mail, by priority mail, receipt acknowledged.

(Signature Page Follows)

The parties to this Franchise Agreement have executed this Franchise Agreement effective as of the Effective Date set forth in Attachment A.

FRANCHISOR:

ABU OMAR HALAL FRANCHISE LLC,
a Texas limited liability company

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Franchisee is an individual(s)

Sign: _____
individually

Printed Name:_____

Sign: _____
individually

Printed Name:_____

ATTACHMENT A TO FRANCHISE AGREEMENT

FRANCHISE DATA SHEET

1. **Effective Date**. The Effective Date of the Franchise Agreement is: _____, 20___.

2. **Franchisee**. The Franchisee identified in the introductory paragraph of the Franchise Agreement is: _____

3. **Notice Address**. Franchisee Notice Address is:

   Attn: _____
   _____
   _____
   _____

4. **Initial Franchise Fee**. The "Initial Franchise Fee" is: (check one):

   ____ $35,000 for a single Franchise.

   ____ $28,000 for a single Franchise, with a discount for honorably discharged veterans.

   ____ $26,250 for an existing Abu Omar Halal franchisee purchasing an additional single Franchise.

   ____ Not applicable; this Franchise Agreement is signed as a Successor Franchise Agreement or as a result of a Transfer.

   _____Not applicable; this Franchise Agreement is being signed under an area development agreement between Franchisee and Franchisor and no Initial Franchise Fee is due. This Franchise Agreement constitutes franchise number ____ out of a total of up to ____ franchises under the area development agreement between you and us dated _____, 20__.

5. **Franchise Type**: (check one)

   ____ Restaurant

   ____ Restaurant with Mobile Food Truck (Mobile Food Truck Amendment must be signed)

   ____ Permanent Food Truck

6. **Territory**: (check one)

____ The Franchised Business will be operated in a Metropolitan Area (as defined in our Franchise Disclosure Document) and will not have a Territory.

____ The Franchised Business will be operated from a Non-Traditional Location (as defined in our Franchise Disclosure Document) and will not have a Territory. You will be required to sign a Non-Traditional Location addendum (in the form attached to the Franchise Disclosure Document in Exhibit H).

____ Subject to final approval of the location of the Franchised Business, the parties intend that the Franchised Business will have a Territory, which shall be set forth in Attachment A-1. We will present you with the Territory upon the identification of the site for the Franchised Business. If you do not wish to accept the Territory, you may choose another site location and we will present you with another Territory based on the site selected.

7. **Location**. If a particular site for the Premises has been selected and approved at the time of the signing of this Franchise Agreement, it will be entered in Attachment A-1 as the Premises location, and the Territory will be as listed in Attachment A-1, if applicable. If a particular site has not been selected and approved at the time of the signing of this Franchise Agreement, once we have approved a location for your Premises, you and we will execute Attachment A-1.

(***Signature Page Follows***)

FRANCHISOR:

ABU OMAR HALAL FRANCHISE LLC,
a Texas limited liability company

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Franchisee is an individual(s)

Sign: _____
individually

Printed Name:_____

Sign: _____
individually

Printed Name:_____

ATTACHMENT A-1 TO THE FRANCHISE AGREEMENT

PREMISES AND TERRITORY

You have received approval for site location for the Premises that satisfies the demographics and location requirements minimally necessary for a Premises and that meets our minimum current standards and specifications for the buildout, interior design, layout, floor plan, signs, designs, color and décor of a Premises. You acknowledge that our acceptance of the site location for the Premises is in no way a representation by us that your site will be successful. You and we have mutually agreed upon a Territory based on the site for the Premises which is indicated below. You acknowledge that the Territory is in conformance with the territory guidelines stated in Item 12 of the Franchise Disclosure Document.

Location for the Premises:

The Premises for your Franchised Business as provided in Section 2 of the Franchise Agreement is:

Territory (select one):

_____ Not applicable. You will operate your Franchised Business at a Non-Traditional Location or within a Metropolitan Area and will not receive a Territory.

_____ You and we have mutually agreed upon a Territory based on the site for the Premises which is indicated below:

(***Signature Page Follows***)

FRANCHISOR:

ABU OMAR HALAL FRANCHISE LLC,
a Texas limited liability company

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Franchisee is an individual(s)

Sign: _____
individually

Printed Name:_____

Sign: _____
individually

Printed Name:_____

ATTACHMENT B TO THE FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee: _____

Form of Ownership
(Check One)

____ Individual(s) ____ Partnership ____ Corporation ____ Limited Liability Company

INSTRUCTIONS: If the franchisee is an individual (or individuals), please complete section I below only. If the franchisee is a business entity, please complete sections II and III below.

SECTION I (For Individual(s)*):

Name	Address

*If you plan to operate your Franchised Business through a business entity in the future, you will need to notify us, transfer this Franchise Agreement to the Entity, and sign all of our transfer documents.

SECTION II (For Entities):

A. State and date of Formation/Incorporation: _____

B. Management (managers, officers, board of directors, etc.):

Name	Title

C. Owners (Members, Stockholders, Partners):**

Please include each person or entity who is a direct and indirect owner of franchisee (attach additional sheets if necessary). If any of the owners are also business entities, please list the entities owners of each of those business entities also.

Name	Address	Percentage Owned

**If any members, stockholders or partners are entities, please list the entities and owners of such entities up through the individuals.

SECTION III (For Entities):

A. **Identification of Responsible Owner**. Your Responsible Owner is _____ _____.

B. **Identification of Franchise Manager**. Your Franchise Manager, if applicable, is _____ _____.

This form is current and complete as of _____, 20___.

FRANCHISEE:

_____

a(n) _____

Date: _____

Sign: _____

Printed Name: _____

Title: _____

ATTACHMENT C TO THE FRANCHISE AGREEMENT

FRANCHISE OWNER AGREEMENT

As a condition to the granting by Abu Omar Halal Franchise LLC ("we" or "us") of a franchise agreement with _____ ("Franchisee"), each of the undersigned individuals ("Owners"), who constitute all of the owners of a direct or indirect beneficial interest in Franchisee, as well as their respective spouses, covenant and agree to be bound by this Owners Agreement ("Franchise Owner Agreement").

1. Acknowledgments.

1.1 Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of _____, 20___ ("Franchise Agreement"). Capitalized words not defined in this Franchise Owner Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 Owners' Role. Owners are the beneficial owners or spouses of the beneficial owners of all of the direct and indirect equity interest, membership interest, or other equity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives, and assigns. Franchisee's obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee's direct and indirect owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Franchise Owner Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Franchise Owner Agreement.

2. Non-Disclosure and Protection of Confidential Information.

2.1 Confidentiality. Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee's non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Franchise Owner Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Franchise Owner Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Franchise Owner Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data which we designate as confidential will also be deemed Confidential Information for purposes of this Franchise Owner Agreement.

2.2 Immediate Family Members. Owners acknowledge that they could circumvent the purpose of Section 2.1 by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 2.1 if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in Section 3, below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.

3. Covenant Not to Compete.

3.1 Non-Competition During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures, and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition both during the term of the Franchise Agreement and following the expiration, termination or transfer of the Franchise Agreement are hereby incorporated into this Franchise Owner Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Franchise Owner Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Franchise Owner Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that each such covenant related to non-competition will be construed as independent of any other covenant or provision of this Franchise Owner Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to remain bound to the maximum extent permitted by law, as if that covenant were separately stated in and made a part of this Section 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Franchise Owner Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Continuing Guarantee.

4.1 Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement whether now or in the future on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement whether now or in the future on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Owners will indemnify, defend, and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for, whether now or in the future, by reason of: (i) Franchisee's failure to pay the amounts owed (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (ii) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Owners acknowledge and agree that we are not obligated to exhaust all remedy (whether legal or equitable) against or pursue relief from the Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Franchise Owner Agreement. The enforcement of Owners' obligations can take place before, after, or simultaneously with the enforcement of any of the Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death, and the obligations of any other Owners will continue in full force and effect.

4.7 Waiver of Acceptance, Default and Defenses. Owners waive: (a) acceptance and notice of acceptance by us of the forgoing undertakings; (b) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; and (c) any and all other notices and legal or equitable defenses, right of setoff, claim or counterclaim whatsoever to which they may be entitled at any time hereunder.

4.8 Continuing Nature. Owners agree that each of the obligations in this Section 4 shall be continuing and shall not be discharged by: (i) the insolvency of Franchisee or the payment in full of all of the obligations at any time; (ii) the power or authority or lack thereof of Franchisee to incur the obligations; (iii) the validity or invalidity of any of the obligations; (iv) the existence or non-existence of Franchisee as a legal entity; (v) the transfer or assignment of all or a portion of the ownership in Franchisee and/or the assets of Franchisee; (vi) the execution of an owners agreement or any other form of guaranty by any direct, indirect or beneficial owner of Franchisee in favor of us or our successors or assigns; (vii) any statute of limitations affecting the liability of Owners or the ability of us to enforce this Franchise Owner Agreement or the obligations; (viii) any right of offset, counterclaim or defense of any Owner, including, without limitation, those which have been waived by Owners pursuant to this Franchise Owners Agreement; or (ix) the expiration, termination or assignment of the Franchise Agreement or any other agreement between you or Franchisee and us or our affiliates.

5. Transfers. Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources, and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge, or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that attempting to Transfer an interest in the Franchisee without our express written consent, except those situations provided in the Franchise Agreement where our consent is not required, will be a breach of this Franchise Owner Agreement and the Franchise Agreement. We may, from time to time, without notice to Owners, assign or transfer any or all of Owners' rights, duties and obligations or any interest therein in this Owners Agreement and, notwithstanding any assignment(s) or transfer(s), the rights, duties and obligations shall be and remain for the purpose of this Owners Agreement. Each and every immediate and successive assignee or transferee of any of the rights, duties or obligations of any interest therein shall, to the extent of such party's interest in the rights duties and/or obligations, be entitled to the benefits of this Owners Agreement to the same extent as if such assignee or transferee were us.

6. Notices.

6.1 Method of Notice. Any notices given under this Franchise Owner Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2 Notice Addresses. Our current address for all communications under this Franchise Owner Agreement is:

Abu Omar Halal Franchise LLC
2603 Augusta Drive, Unit 175
Houston, Texas 77057

The current address of each Owner for all communications under this Franchise Owner Agreement is designated on the signature page of this Franchise Owner Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. Enforcement of This Franchise Owner Agreement.

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Franchise Owner Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Franchise Owner Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Franchise Owner Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Franchise Owner Agreement, and any other claim or controversy between the parties, will be governed by the choice of law, jurisdiction, and venue provisions of the Franchise Agreement.

7.3 Equitable Remedies. Owners acknowledge and agree that the covenants and obligations of the Owners relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause us irreparable injury for which adequate remedies are not available at law. Therefore, Owners agree that we shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) as a court of competent jurisdiction may deem necessary or appropriate to restrain Owners from committing any violation of the covenants and obligations contained in this Franchise Owner Agreement. If equitable relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If equitable relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

8.1 No Other Agreements. This Franchise Owner Agreement constitutes the entire, full, and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings, or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Franchise Owner Agreement, other than those in this Franchise Owner Agreement. No other obligations, restrictions, or duties that contradict or are inconsistent with the express terms of this Franchise Owner Agreement may be implied into this Franchise Owner Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Franchise Owner Agreement), no amendment, change, or variance from this Franchise Owner Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Franchise Owner Agreement, and any portions thereof, will be considered severable. If any provision of this Franchise Owner Agreement or the application of any provision to any person, property, or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Franchise Owner Agreement will be

unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement to the fullest extent permitted by law), and the parties agree to be bound by the modified provisions.

8.3 No Third-Party Beneficiaries. Nothing in this Franchise Owner Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors, and assigns) any rights or remedies under or by reason of this Franchise Owner Agreement.

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Franchise Owner Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Franchise Owner Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Franchise Owner Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

8.5 Binding Effect. This Franchise Owner Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Franchise Owner Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors, and (permitted) assigns.

8.6 Successors. References to "Franchisor," "Owners," "the undersigned," or "you" include the respective parties' heirs, successors, assigns, or transferees.

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Franchise Owner Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Franchise Owner Agreement shall be cumulative.

8.8 No Personal Liability. Owners agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Franchise Owner Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to Owners for any reason.

8.9 Franchise Owner Agreement Controls. In the event of any discrepancy between this Franchise Owner Agreement and the Franchise Agreement, this Franchise Owner Agreement shall control.

(***Signature page follows***)

IN WITNESS WHEREOF, the parties have entered into this Franchise Owner Agreement as of the Effective Date of the Franchise Agreement.

OWNER(S):

Sign: _____
Printed Name: [Insert Name of Owner]
Address: [Insert Address of Owner]

Sign: _____
Printed Name: [Insert Name of Owner]
Address: [Insert Address of Owner]

Sign: _____
Printed Name: [Insert Name of Owner]
Address: [Insert Address of Owner]

SPOUSE(S):

Sign: _____
Printed Name: [Insert Name of Spouse]
Address: [Insert Address of Spouse]

Sign: _____
Printed Name: [Insert Name of Spouse]
Address: [Insert Address of Spouse]

Sign: _____
Printed Name: [Insert Name of Spouse]
Address: [Insert Address of Spouse]

EXHIBIT D

AREA DEVELOPMENT AGREEMENT

EXHIBIT D

ABU OMAR HALAL FRANCHISE LLC

AREA DEVELOPMENT AGREEMENT

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ATTACHMENTS:

Attachment A	Data Sheet
Attachment B	Development Schedule
Attachment C	Statement of Ownership

ABU OMAR HALAL

AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("Area Development Agreement") is made and entered into by and between Abu Omar Halal Franchise LLC, a Texas limited liability company ("we," "us," or "our"), and the area developer identified in Attachment A to this Area Development Agreement ("you" or "your") as of the date specified as the "Effective Date" in Attachment A to this Area Development Agreement. If more than one person or entity is listed as Area Developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Area Development Agreement.

WITNESSETH:

WHEREAS, we offer franchise rights relating to the establishment, development of businesses ("Abu Omar Halal Franchise(s)") that operate restaurants and food trucks featuring halal food ("Abu Omar Halal Business(es)");

WHEREAS, in addition to this Area Development Agreement, you and we have entered into a franchise agreement (the "Initial Franchise Agreement") for the right to establish and operate a single Abu Omar Halal Business (the "Initial Business"); and

WHEREAS, you desire to purchase an option to establish and operate multiple Abu Omar Halal Franchises within the territory described in Attachment A ("Development Territory"), under the development schedule described in Attachment B ("Development Schedule") and pursuant to the terms and conditions of this Area Development Agreement.

NOW, THEREFORE, in consideration for the promises, rights and obligations set forth in this Area Development Agreement, the parties mutually agree as follows:

1. GRANT

1.1 We hereby grant to you the right to establish and operate the number of Abu Omar Halal Franchises indicated in Section 1 of Attachment B within the Development Territory described in Attachment A. Each Abu Omar Halal Franchise will be operated according to the terms of our then-current form of individual franchise agreement which may contain materially different terms from the Initial Franchise Agreement, except that those subsequent franchise agreements will have the same Royalty rate as the Initial Franchise Agreement. For purposes of this Area Development Agreement, both Restaurants and Permanent Food Trucks, as defined in our Franchise Disclosure Document, will count towards your development obligations.

1.2 If you comply with the terms of this Area Development Agreement, including the Development Schedule, the individual franchise agreements entered into as a part of this Area Development Agreement, and any other agreements entered into with us or our affiliates, then we will not directly or indirectly cause or allow other Abu Omar Halal Franchises to be franchised or licensed in the Development Territory during the Term of this Area Development Agreement, subject to limited exceptions. You acknowledge that the Development Territory may already include existing Abu Omar Halal Franchises, and that you may not develop an Abu Omar Halal Franchise that infringes on the territorial rights of existing Abu Omar Halal Franchises. We and our affiliates have the right to operate, and to license others

to operate, Abu Omar Halal Businesses at any location outside the Development Territory, even if doing so could affect your operation of any of your Abu Omar Halal Businesses.

Additionally, Abu Omar Halal locations that are considered Non-Traditional Locations are excluded from the Development Territory, and we reserve the right to develop, franchise or license others to develop these Abu Omar Halal Businesses in these Non-Traditional Locations located within the physical boundaries of the Development Territory. A "Non-Traditional Location" means a location other than a standard brick and mortar retail location such as (but not limited to) toll roads, train stations, amusement parks and all properties controlled by the amusement park, travel stations, hotels and motels, ships, ports, piers, casinos, stadiums, airports, theatres, big box retailers, building supply stores, warehouse club stores, colleges and universities, schools, hospitals, military and other governmental facilities, office or in-plant food service facilities, shopping mall food courts operated by a master concessionaire, grocery stores, supermarkets, and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider.

We and our affiliates, and any other authorized person or entity (including any other Abu Omar Halal Franchise), reserve the right at any time, conduct any other type of activities within your Development Territory that we and our affiliates are permitted to conduct under the Initial Franchise Agreement and any subsequent franchise agreements. We also retain the right, for ourselves, our affiliates, and any other authorized person or entity (including any other Abu Omar Halal Franchises), to act in the manner permitted in any franchise agreement.

We reserve all rights not expressly granted to you, including the right for ourselves and our affiliates to engage in any other business activities not expressly prohibited by this Area Development Agreement. This includes, but is not limited to, the right to:

(a) to own, franchise or operate Abu Omar Halal Businesses at any location outside of the Development Territory or at Non-Traditional Locations within your Development Territory, regardless of the proximity to your Abu Omar Halal Businesses, even if doing so will or might affect your operation of Abu Omar Halal Businesses;

(b) to use the Abu Omar Halal trademarks (the "Marks") and system (the "System") to sell any products or services similar to those which you will sell through any alternate channels of distribution within or outside of the Development Territory (even if these businesses compete with you). This includes, but is not limited to, other channels of distribution such as television, catalog sales, wholesale to unrelated retail outlets or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce;

(c) to offer and sell food products, including fresh and frozen products and proprietary food products, under the Marks or any other marks, through Non-Traditional Locations within or outside of the Development Territory;

(d) to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering products similar to those offered by Abu Omar Halal Businesses, at any location, including within the Development Territory, which may be similar to or different from the Abu Omar Halal Business(es) operated by you;

(e) to engage in any transaction, including to purchase or be purchased by, merge or combine with, to convert to the System or be converted into a new system with any business whether franchised or corporately owned, including a business that competes directly with your Abu Omar Halal Business, whether located inside or outside the Development Territory, provided that any businesses located inside your Development Territory will not operate under the Marks; and

(f) to implement multi-area marketing programs, which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

We are not required to pay you if we exercise any of the rights specified above within the Development Territory. We do not pay compensation for soliciting or accepting orders inside the Development Territory, including orders accepted or solicited by other Abu Omar Halal franchisees. You agree that you may face competition from us, from other franchisees and from other channels of distribution or competitive brands that we control within the Development Territory.

Upon the expiration or termination of this Area Development Agreement, you will have no further right to construct, equip, own, open or operate additional Abu Omar Halal Franchises which are not, at the time of such termination or expiration, the subject of a then-existing franchise agreement between you (or an affiliate of you) and us, which is then in full force and effect.

1.3 This Area Development Agreement is not a franchise agreement and does not grant you the right to use the Marks or System in any manner. Each Abu Omar Halal Franchise will be governed by the individual franchise agreement signed by you or your affiliate and us for each Abu Omar Halal Business.

1.4 You must own at least a 51% equity interest in any legal entity that develops or operates each Abu Omar Halal Business developed under this Area Development Agreement. You shall identify all of your equity owners by completing the "Statement of Ownership" attached to this Area Development Agreement as Attachment C. You agree to execute an updated form of Attachment C within ten business days of any change in the equity ownership of you. The failure of you to provide us with an updated Attachment C within the time frame specified in this Section 1.4 shall constitute a default of this Area Development Agreement.

2. TERM

Unless it is terminated due to default as provided in Section 8, the term of this Area Development Agreement will expire on the earlier to the following: (a) the termination date listed on Section 2 of Attachment B; or (b) completion of the obligations of the Development Schedule. Upon expiration or termination of this Area Development Agreement, the only territorial protections that you will retain are those under each individual franchise agreement. During the term of this Area Development Agreement (and following termination of this Area Development Agreement), you are subject to all confidentiality and non-compete provisions contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates.

3. DEVELOPMENT FEE

You must pay us the total "Development Fee" set forth in Attachment A upon execution of this Area Development Agreement. The Development Fee is uniformly calculated, payable when you sign this

Area Development Agreement, and is non-refundable under any circumstances, even if you fail to open any Abu Omar Halal Businesses.

4. MANNER FOR EXERCISING DEVELOPMENT RIGHTS

In order to exercise your development rights under this Area Development Agreement, you must enter into separate franchise agreements for each Abu Omar Halal Franchise to be developed under this Area Development Agreement. The Initial Franchise Agreement will be executed and delivered concurrently with the execution and delivery of this Area Development Agreement. All subsequent Abu Omar Halal Franchises developed under this Area Development Agreement will be established and operated pursuant to the form of franchise agreement and ancillary documents then being used by us for a Abu Omar Halal Franchise. You acknowledge that the then-current form of franchise agreement may differ from the Initial Franchise Agreement. You may not exercise any development rights under this Area Development Agreement while you are in default of any other agreement with us, including any franchise agreement.

5. DEVELOPMENT SCHEDULE

5.1 Acknowledging that time is of the essence, you agree to exercise your development rights according to Section 4 and according to the Development Schedule set forth in Attachment B, which designates the number of franchise agreements that must be executed prior to the expiration of each of the designated development periods ("Development Periods") for the operation of Abu Omar Halal Franchises in the Development Territory.

5.2 During any Development Period, you may, with our prior written consent, develop more than the number of Abu Omar Halal Businesses than you are required to develop during that Development Period by executing multiple franchise agreements during a single Development Period. Any franchise agreements executed during a Development Period in excess of the minimum number to be executed prior to expiration of that Development Period will be applied to satisfy your development obligation during the next succeeding Development Period. You are not permitted to develop more than the total number of Abu Omar Halal Franchises permitted under the Development Schedule.

5.3 You will open each Abu Omar Halal Business in accordance with the terms of the franchise agreement and shall execute the franchise agreements in accordance with the Development Schedule set forth in Attachment B.

5.4 Your failure to adhere to the Development Schedule will result in a loss of the territorial rights granted in this Area Development Agreement, and shall constitute an event of default under this Area Development Agreement, for which we may exercise our rights under Section 8.1 of this Area Development Agreement.

5.5 If we are not legally able to deliver a Franchise Disclosure Document to you by reason of any lapse or expiration of our franchise registration, or because we are in the process of amending any such registration, or for any reason beyond our reasonable control, we may delay acceptance of the site for your proposed Abu Omar Halal Franchise, or delivery of a franchise agreement, until such time as we are legally able to deliver a Franchise Disclosure Document. Your Development Schedule would be equally extended by such delay.

6. LOCATION OF ABU OMAR HALAL BUSINESSES

The location of each Abu Omar Halal Business will be selected by you and approved by us in accordance with the terms set forth in each franchise agreement signed by you, within the Development Territory.

7. FRANCHISE AGREEMENT

You will not commence construction on or open any Abu Omar Halal Business until, among other things, the individual franchise agreement for that Abu Omar Halal Franchise has been signed by both you and us.

8. DEFAULT AND TERMINATION

8.1 You will be in default of this Area Development Agreement if you (or your affiliate(s)): (a) fail to comply with the Development Schedule; (b) fail to perform any of your obligations under this Area Development Agreement or any individual franchise agreement; or (c) fail to comply with the transfer provisions contained in this Area Development Agreement. Upon default, we shall have the right, at our option, and in our sole discretion, to do any or all of the following:

(a) terminate this Area Development Agreement;

(b) terminate the territorial exclusivity granted to you;

(c) reduce the size of your Development Territory;

(d) permit you to extend the Development Schedule; or

(e) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

8.2 Upon the death or Permanent Disability (as defined below) of you or any equity owner of you (if you are an entity) or of your Responsible Owner (as defined below), we shall allow a period of up to 180 days after such death or Permanent Disability for his or her heirs, personal representatives or conservators (the "Heirs") to seek and obtain our consent to the assignment of his or her rights and interests in this Area Development Agreement (or the assignment of his or her equity and voting power) to another equity owner or third-party approved by us. If, within said 180-day period, said Heir(s) fail to receive our consent or to effect such consent to assignment, then we shall have the right to immediately terminate this Area Development Agreement. We may withhold or grant such consent in our sole discretion. For purposes of this Section 8.2, a "Permanent Disability" shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Area Development Agreement or in the guaranty made part of this Area Development Agreement for at least 90 consecutive days, and from which condition recovery within 90 days from the date of determination of disability is unlikely. If the parties disagree as to whether a person is disabled, a licensed practicing physician selected by us will examine the person and determine if he or she has a Permanent Disability. If the person refuses to submit to an examination, such person shall automatically be deemed Permanently Disabled as of the date of such refusal for the purpose of this Section 8.2. The costs of any examination required by this Section 8.2 will be paid by us. Upon the death or claim of

Permanent Disability of you or any Responsible Owner, you or your representative must notify us of such death or claim of Permanent Disability within 15 days. The Heirs must request our approval for the right to transfer to the next of kin within 120 calendar days after the death or disability. The "Responsible Owner" means the individual that you designate, and we approve who is primarily responsible for communicating with us about any of your Abu Omar Halal Business(es) and all matters related to this Area Development Agreement.

8.3 In addition, if any individual franchise agreement signed by you or your affiliate, whether or not signed under to this Area Development Agreement, is terminated for any reason, we shall have the right to terminate this Area Development Agreement on immediate written notice to you. Upon termination or expiration of the term of this Area Development Agreement, we will have the right to open, or license others to open, Abu Omar Halal Franchises within the Development Territory (subject to the territorial rights granted, if any, for any then-existing Abu Omar Halal franchise agreements); and you shall be subject to all confidentiality and non-competition covenants contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates. For purposes of this Section 8.2, any franchise agreement signed by us and you or your approved affiliates, or any corporation, partnership or joint venture, or their affiliates, in which you or any stockholder, partner or joint venturer of you has any direct or indirect ownership or participation interest shall be deemed a franchise agreement issued to you.

8.4 In the event of a default by you, all of our costs and expenses arising from such default, including reasonable accountant fees, attorney fees and administrative fees shall be paid to us by you within five days after cure or upon demand by us if such default is not cured. You will remain bound by all franchise agreements.

9. ASSIGNMENT

9.1 We have the absolute right to transfer or assign all or any part of our rights or obligations hereunder to any person or legal entity which assumes our obligation under this Area Development Agreement and we shall thereby be released from any and all further liability to you.

9.2 You may not assign this Area Development Agreement or any rights to the Development Territory except in compliance with Section 8.2. The provisions of this Section will not restrict you from transferring an open and operating Abu Omar Halal Franchise in compliance with the assignment provisions contained in such franchise agreement.

10. FORCE MAJEURE

In the event that you are unable to comply with the Development Schedule due to strike, riot, civil disorder, war, epidemic, fire, natural catastrophe or other similar events which are beyond your control and cannot be overcome by use of reasonable commercial measures ("Force Majeure"), and upon notice to us, the Development Schedule and this Area Development Agreement will be extended for a corresponding period, not to exceed 90 days. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under this Area Development Agreement or any franchise agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure will not affect your obligations to comply with any restrictive covenants in this Area Development Agreement during or after the Force Majeure event.

11. ENTIRE AGREEMENT

This Area Development Agreement constitutes the entire understanding of the parties with respect to the development of the Development Territory, and shall not be modified except by a written agreement signed by the parties. However, nothing in this Area Development Agreement or any related agreement is intended to disclaim Abu Omar Halal's representations made in the Franchise Disclosure Document. Where this Area Development Agreement and any franchise agreement between the parties conflicts with respect to the payment terms of Development Fees or equity interests held by you or your operating partners, the terms of this Area Development Agreement shall govern. Under no circumstances do the parties intend that this Area Development Agreement be interpreted in a way as to grant you any rights to grant sub-franchises in the Development Territory.

Any email correspondence or other form of informal electronic communication shall not be deemed to modify this Area Development Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Area Development Agreement. The attachments are part of this Area Development Agreement, which, together with any amendments or addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Area Development Agreement.

This Section is intended to define the nature and extent of the parties' mutual contractual intent, and serves to show that there is no intention to enter into contract relations other than the terms contained in this Area Development Agreement. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Area Development Agreement, would affect the economic terms of this bargain.

12. OUR RELATIONSHIP

You acknowledge and agree that you and we are independent contractors and nothing contained herein shall be construed as constituting you as the agent, partner or legal representative of us for any purpose whatsoever. You shall enter into contracts for the development of the Development Territory contemplated by this Area Development Agreement at your sole risk and expense, and shall be solely responsible for the direction, control, supervision and management of your agents and employees. You acknowledge that you do not have authority to incur any obligations, responsibilities or liabilities on behalf of us, or to bind us by any representations or warranties, and agree not to hold yourself out as having this authority.

You or your affiliate (if applicable) must determine appropriate staffing levels for each of your Abu Omar Halal Businesses developed under this Area Development Agreement to ensure full compliance with each of the individual franchise agreements and our System standards. You or your affiliate are solely responsible to hire, train and supervise employees or independent contractors to assist with the proper operation of the Abu Omar Halal Businesses. You or your affiliate must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings levied or fixed by any city, state or federal governmental agency, or otherwise required by law) due for your employees or as applicable, for your independent contractors. These employees and independent contractors will be your or your affiliate's employees or contractors, not ours. We do not control the day-to-day activities of your employees or independent contractors or the manner in which they perform their assigned tasks. You or your affiliate must inform your employees and independent contractors that you are exclusively responsible for supervising their activities and dictating the manner in which they perform

their assigned tasks. In this regard, you or your affiliate must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, consulting agreements, time cards and similar items.

You have sole responsibility and authority for all employment-related decisions, including employee selection and promotion, firing, hours worked, rates of pay and other benefits, work assignments, training and working conditions, compliance with wage and hour requirements, personnel policies, recordkeeping, supervision and discipline. We will not provide you with any advice or guidance on these matters. You must require your employees and independent contractors to review and sign any acknowledgment form we prescribe that explains the nature of the area development and/or franchise relationship and notifies the employee or independent contractor that you are his or her sole employer. You must also post a conspicuous notice for employees and independent contractors in the back-of-the-house area explaining your area development and/or franchise relationship with us and that you (and not we) are the sole employer. We may prescribe the form and content of this notice. You agree that any direction you receive from us regarding employment/engagement policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel competent in employment law.

13. INDEMNIFICATION

You agree to protect, defend, indemnify and hold us and our affiliates, the respective officers, directors, managers, partners, shareholders, members, employees, agents and contractors of these entities (collectively, the "Indemnified Parties") harmless from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, directly or indirectly incurred as a result of, arising from, out of, or in connection with your carrying out your obligations hereunder; your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees; your marketing, selling, or providing of items and services; and any breach of violation of any agreement (including this Area Development Agreement or any franchise agreement between you and us); or any law, regulation or ruling, by any act, error or omission (active or passive) of you, any party associated with you or your affiliate, and your respective officers and employees.

You agree to reimburse us within 30 days of the date of our invoice for all costs of defending the matter, including all attorney fees we incur, whether or not your insurer assumes defense of us promptly when requested. We have the right to approve any resolution or course of action, including, but not limited to, the selection of an attorney for the defense of a matter that could directly or indirectly have any adverse effect on us or our Marks or System, or could serve as a precedent for other matters.

14. GENERAL PROVISIONS

14.1 This Area Development Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their heirs, successors, permitted assigns and personal representatives. If more than one person or Entity is listed as the area developer, each such person or Entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Area Development Agreement.

14.2 We have the right in our sole and absolute discretion to delegate to third party designees, whether these designees are our agents or independent contractors with whom we have contracted the performance of any portion or all of our obligations under this Area Development Agreement, and any right that we have under this Area Development Agreement. If we do so, such third-party designees will

be obligated to perform the delegated functions for you in compliance with this Area Development Agreement.

14.3 The headings in this Area Development Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Area Development Agreement unless otherwise specified. All references to days in this Area Development Agreement refer to calendar days unless otherwise specified. The term "you" as used in this Area Development Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural and the masculine and neuter usages include the other, the feminine and the possessive.

14.4 All provisions that expressly or by their nature survive the termination, expiration or transfer of this Area Development Agreement will continue in full force and effect, even after the termination, expiration or transfer of this Area Development Agreement, until they are fully satisfied or expire by their own terms.

14.5 This Area Development Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original.

14.6 Nothing in this Area Development Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Area Development Agreement; provided, however, that the Indemnified Parties are intended third party beneficiaries under this Area Development Agreement with respect to your indemnification obligations.

14.7 We and you may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall apply only the to the specifically waived provisions and shall not affect any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Area Development Agreement (including the right to demand exact compliance with every term, condition and covenant in this Area Development Agreement, or to declare any breach of this Area Development Agreement to be a default, and to terminate the Area Development Agreement before the expiration of its Term) by virtue of: (i) any custom or practice of the parties that varies with the terms of this Area Development Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Area Development Agreement or to insist upon exact compliance by the other with its obligations under this Area Development Agreement, including any mandatory specification, standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other Abu Omar Halal area developers; or (iv) the acceptance by us of any payments due from you after breach of this Area Development Agreement.

14.8 Each section, subsection, term and provision of this Area Development Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Area Development Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Area Development Agreement. If a court concludes that any promise or covenant in this Area Development Agreement is unreasonable and unenforceable: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable and consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate your obligations under the Area Development Agreement to the fullest extent permitted by law), and you agree to be bound by the

modified provisions. No provision herein expressly identifying any term or breach of this Area Development Agreement as material shall be construed to imply that any other term or breach which is not so identified is not material. Nothing in this Area Development Agreement is intended to disclaim any of the representations we made in the franchise disclosure document.

14.9 You understand and agree that nothing in this Area Development Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as an area developer of ours. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other, or represent that our relationship is other than franchisor and area developer. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Area Development Agreement. You further agree that fulfillment of any and all of our obligations written in the Area Development Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

15. APPLICABLE LAW

Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Area Development Agreement and the area developer relationship shall be governed by the laws of the State of Texas (without reference to its principles of conflicts of law), but any law of that State that regulate the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its area developer or franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

If applicable law implies a covenant of good faith and fair dealing in this Area Development Agreement, we and you agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Area Development Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Area Development Agreement (and the relationship of the parties that is inherent in this Area Development Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions consistent with our explicit rights and obligations under this Area Development Agreement that may affect your interests favorably or unfavorably; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees and area developers generally (including us and our affiliates, if applicable), and specifically without considering your individual interests or the individual interests of any other particular area developer or franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

16. NOTICE

Whenever this Area Development Agreement requires notice, it will be in writing and shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by email (to the last email address provided by the recipient); one business day after delivery by any trackable delivery method, or three business days after placement in the United States mail by Priority Mail, Receipt Acknowledged, and addressed: (a) to us at 2603 Augusta Drive, Unit 175, Houston,

Texas 77057, unless written notice is given of a change of address; and (b) to you at the address set forth in Attachment A of this Area Development Agreement, unless written notice is given of a change of address.

17. DISPUTE RESOLUTION

We and you agree that any dispute between the parties arising out of the terms of this Area Development Agreement shall be governed in accordance with the terms and conditions set forth in the Initial Franchise Agreement, including those provisions requiring mediation and/or arbitration (subject to limited exceptions for certain claims), and such terms and conditions are incorporated into this Area Development Agreement. We and you each agree that our and your respective obligations to comply with the dispute resolution terms set forth in the Initial Franchise Agreement shall survive any termination, expiration or renewal of the Initial Franchise Agreement and shall survive any termination or expiration of this Area Development Agreement.

18. ACKNOWLEDGEMENTS

18.1 You acknowledge and recognize that different area development agreements and franchise agreements may have different terms and conditions, including different fee structures, than this Area Development Agreement, regardless of when those other agreements were or will be executed. We do not represent that all area development agreements or franchise agreements are or will be identical.

18.2 You represent to us that you have the business acumen, corporate authority and financial wherewithal to enter into this Area Development Agreement and to perform all of your obligations provided under this Area Development Agreement, and, that the execution of this Area Development Agreement is not in conflict with any other written or oral obligation you may have.

18.3 You acknowledge that you are not, nor are you intended to be, a third-party beneficiary of this Area Development Agreement or any other agreement to which we are a party.

18.4 You acknowledge and accept that it is your obligation to train, manage, pay, recruit and supervise employees of the Abu Omar Halal Businesses.

18.5 You acknowledge and agree that this offering is not a security as that term is defined under applicable Federal and State securities laws.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Area Development Agreement on the day and year first written above.

FRANCHISOR:	**AREA DEVELOPER:**
ABU OMAR HALAL FRANCHISE LLC, a Texas limited liability company	[INSERT NAME OF AREA DEVELOPER] a(n) [state] [limited liability company / partnership / corporation]
Sign: _____	Sign: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

ATTACHMENT A

DATA SHEET

1. Effective Date. The Effective Date of this Area Development Agreement, set forth in the introductory Paragraph of this Area Development Agreement is: _____, 20___.

2. Area Developer. The Area Developer set forth in the introductory Paragraph of this Area Development Agreement is: _____

_____

3. Description and/or Map of the Development Territory:

_____

_____

_____

4. Development Fee. The Development Fee depends on the number of Abu Omar Halal Businesses being developed under this Area Development Agreement, and is equal to the following:

Initial Franchise Fee:	$35,000
Number of additional Businesses (___X $17,500)	+ $_____
Total Development Fee:	**= $_____**

5. Notice Address. The notice address for the Area Developer, as set forth in Section 16 of this Area Development Agreement, is:

Attn: _____

_____

_____

_____

(Signature page follows)

FRANCHISOR:

ABU OMAR HALAL FRANCHISE LLC,
a Texas limited liability company

Sign: _____

Printed Name: _____

Title: _____

AREA DEVELOPER:

[INSERT NAME OF AREA DEVELOPER]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

ATTACHMENT B

DEVELOPMENT SCHEDULE

1. Number of Abu Omar Halal Franchises to be developed under this Area Development Agreement (including the Initial Franchise Agreement): _____

2. The termination date of this Area Development Agreement shall be the earlier of the date the Development Schedule is complete or _____, 20___.

3. Development Schedule:

Abu Omar Halal Franchise	Development Period End Date	Franchise Agreement Execution Deadline
1		Date of execution of Area Development Agreement
2		
3		
4		
5		

FRANCHISOR:

ABU OMAR HALAL FRANCHISE LLC,
a Texas limited liability company

Sign: _____

Printed Name: _____

Title: _____

AREA DEVELOPER:

[INSERT NAME OF AREA DEVELOPER]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

ATTACHMENT C

STATEMENT OF OWNERSHIP

Area Developer: _____

Form of Ownership
(Check One)

____ Individual ____ Partnership ____ Corporation ____ Limited Liability Company

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, provide the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, provide the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation/Incorporation: _____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners*:

Name	Address	Percentage Owned

***If any members, stockholders or partners are entities, please list the owners of such entities up through the individuals.**

Identification of Responsible Owner. Your Responsible Owner is_____
_____.

AREA DEVELOPER:

[INSERT NAME OF AREA DEVELOPER]
a(n) [state] [limited liability company / partnership / corporation]

Date: _____ Sign: _____

Printed Name: _____

Title: _____

EXHIBIT E

LIST OF CURRENT AND FORMER FRANCHISEES

Current Franchisees as of December 31, 2024

None

Franchisees with Unopened Outlets as of December 31, 2024

None

Former Franchisees:

The name and last known address of every franchisee who had an Abu Omar Halal Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2024 to December 31, 2024 or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

None

EXHIBIT F

FRANCHISE OPERATIONS MANUAL
TABLE OF CONTENTS

Section	Number of Pages
Introduction	34
Pre-Opening	29
Developing Your Abu Omar Halal Restaurant and/or Food Truck	77
Administration and Financial	43
Human Resources	36
Daily Operations	157
Products, Materials & Supplies	14
Advertising & Marketing	19
List & Descriptions of Checklists, Forms & Materials	3

Total Number of Pages: 412

1. INTRODUCTION

A. Welcome from the President
B. Notice of Proprietary & Confidential Information
C. Acknowledgement of Receipt
D. Using the Confidential Operation & Policies Manual
E. Our Mission & Objectives
F. Our History
G. Our Management Team
H. Industry Overview & Competition
I. Overview of Our Responsibilities
J. Overview of Your Responsibilities

2. PRE-OPENING

A. Forming Your Franchise Legal Entity
B. Use of Trademarks & Trade Names
C. Insurance Requirements
D. Licenses, Permits & Certifications
E. Establishing a Bank Account & Merchant Account Services
F. Establishing Phone, Smartphone & Internet Services
G. Establishing Utility Services
H. Establishing Vendor Accounts
I. Franchise Email Addresses, Website Location Page & the Abu Omar Halal Mobile App
J. Franchise Shared Google Drive

3. DEVELOPING YOUR ABU OMAR HALAL RESTAURANT AND/OR FOOD TRUCK

A. Restaurant & Food Truck Development Checklists
B. Site Selection
C. Lease Considerations & Requirements
D. Health, Building & Zoning Department Regulations
E. Restaurant Layout & Design Specifications
F. Restaurant Leasehold Improvements Process Overview
G. Food Truck
H. Inventory & Products List
I. Materials & Supplies List

J. POS System

K. Preparing the Restaurant & Food Truck for Opening

4. ADMINISTRATION & FINANCIAL

A. Accounting & Bookkeeping

B. Business & Financial Reporting

C. Royalties, Fees & Payments

D. Cost & Inventory Considerations & Controls

E. Recommended Menu & Products Pricing

F. Guest Payment Acceptance Methods

G. Discounts & Promotions

H. Customer Review Discount with Food Delivery Companies

I. Abu Omar Halal Gift Card Program

J. Abu Omar Halal Customer Loyalty Program

5. HUMAN RESOURCES

A. Employees

B. Employment Guidelines & Employee Codes of Conduct

6. DAILY OPERATIONS

A. Daily Operations

B. Restaurant General Manager, Assistant Manager & In-Charge Manager Procedures

C. Food Truck Manager & In-Charge Manager Procedures

D. Restaurant & Food Truck Line Cook Procedures

E. Restaurant Team Leader Procedures

F. Cashier Procedures

G. Dishwasher/Dishwashing Procedures

H. Guest Relations

I. Safety & Security

J. Cleaning & Maintenance

K. Opening Inspections

L. Corporate Office Inspections & Mystery Shops

M. Health Department Inspections

N. Crises Management

7. PRODUCTS, MATERIALS & SUPPLIES

A. Required & Optional Menu Items & Beverages

B. New & Seasonal Menu Items

C. Approved & Designated Vendors

D. Requesting Approval for Alternative & Local Vendors & Suppliers

E. Working with Vendors & Suppliers

F. Ordering, Receiving & Storing Products & Supplies

8. ADVERTISING & MARKETING

A. Guidelines / Brand Identity Standards

B. Advertising Your Restaurant & Food Truck

C. Marketing & Promoting Your Restaurant & Food Truck

D. Grand Opening Advertising & Marketing Plan

E. Advertising & Marketing Activity Report

F. *Abu Omar Halal* Website

G. Regional Advertising Cooperatives

H. The Brand Fund

I. Requesting Approval for Alternative Advertising & Marketing

9. LIST & DESCRIPTIONS OF CHECKLISTS, FORMS & MATERIALS

EXHIBIT G

STATE ADDENDA
AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR ABU OMAR HALAL FRANCHISE LLC

The following modifications are made to the Abu Omar Halal Franchise LLC ("Franchisor," "us," "we," or "our") Franchise Disclosure Document ("FDD") given to franchisee ("Franchisee," "you," or "your") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 20___ ("Franchise Agreement"). When the term "Franchisor's Choice of Law State" is used, it means Texas. When the term "Supplemental Agreements" is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum ("State Addendum") will modify these agreements to comply with the state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement and the Area Development Agreement contain provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in Texas. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Area Development Agreement restricting venue to a forum outside the State of California. The Franchise Agreement contains a mediation provision. The parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and Area Development Agreement require the application of the law of Texas. This provision may not be enforceable under California law.

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

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Area Development Agreement contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

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

The Franchise Agreement and the Area Development Agreement contain a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Area Development Agreement may not be enforceable.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

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

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

Fee Deferral

Item 5 of the FDD, Section 6 of the Franchise Agreement and Section 3 of the Area Development Agreement are amended to state: The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated that we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit it open.

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING

BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

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

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed in Exhibit J of the FDD on the page entitled, "State Effective Dates."

2. States which have refused, by order or otherwise, to register these Franchises are:

None

3. States which have revoked or suspended the right to offer the Franchises are:

None

4. States in which the proposed registration of these Franchises has been withdrawn are:

None

ILLINOIS

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

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

Items 5 and 7 of the FDD and Franchise Agreement are hereby revised to state that payment of the Initial Franchise Fee shall be deferred until after all of Franchisor's initial obligations are complete and the Franchise is open for business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____20_____.

Signature of Franchisor Representative	Signature of Franchisee Representative
Title of Franchisor Representative	Title of Franchisee Representative

INDIANA

Item 8 of the FDD is amended to add the following:

> Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

> Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
>
> Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The "Summary" column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

No competing business for two years within the Territory.

The "Summary" column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

> Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The "Summary" column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

> Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor's Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The "Summary" column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

> Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor's Choice of Law State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor's Choice of Law State law, if such provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.

3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

5. The following provision will be added to the Franchise Agreement:

> No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

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

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt

by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Abu Omar Halal Franchise LLC, 2603 Augusta Drive, Unit 175, Houston, Texas 77057 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

Date: _____

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENTS AND AREA DEVELOPMENT AGREEMENT

Item 17 of the FDD and the Franchise Agreement are amended to state: "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

Representations in the Franchise Agreement and Area Development Agreement are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the FDD and sections of the Franchise Agreement and Area Development Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.

The Franchise Agreement and Franchise Disclosure Questionnaire are amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

Section 18 of the Area Development Agreement is deleted and does not apply to Maryland franchisees.

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

Fee Deferral

Item 5 and the Franchise Agreement are revised to state: "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____20_____.

_____	_____
Signature of Franchisor Representative	Signature of Franchisee Representative
_____	_____
Title of Franchisor Representative	Title of Franchisee Representative

MICHIGAN

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 your right to join an association of franchisees.

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

(c) A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure 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 us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us 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 five years; and (ii) you are prohibited by the Franchise Agreement 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 you do not receive at least six months' advance notice of our intent not to renew the Franchise.

(e) A provision that permits us 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 the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us 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 our then-current reasonable qualifications or standards.

(ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.

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

(iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

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

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
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.

4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.

5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

7. The following language will appear as a new paragraph of the Franchise Agreement:

> No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

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

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

> **INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

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

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

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

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

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

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

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any section of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 18 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statue, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

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

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials_____Date_____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Abu Omar Halal Franchise LLC, 2603 Augusta Drive, Unit 175, Houston, Texas 77057 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee:

Date: _____

By: _____
Print Name: _____
Its: _____

RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including, but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

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

SOUTH DAKOTA

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

VIRGINIA

Item 17(h). The following is added to Item 17(h):

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable."

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Abu Omar Halal Franchise, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

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

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

WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

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

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

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

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

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

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

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

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

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

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

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

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

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

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

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

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

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

19. A liquidated damages provision in the Franchise Agreement may be construed as a penalty under Washington law if the amount is found to bear no reasonable relation to actual damages. As a result, the liquidated damages provision in Item 6 of the FDD and Franchise Agreement will be modified for Washington franchisees to remove the $30,000 minimum liquidated damages, to reduce the measurement period to the earlier of 24 months following the date of termination or the schedule expiration of the term, and to remove Brand Fund Contributions from the liquidated damages calculation.

20. **Fee Deferral**. The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the Franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business. Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Area Development Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____20_____.

Signature of Franchisor Representative	Signature of Franchisee Representative
Title of Franchisor Representative	Title of Franchisee Representative

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

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

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states ("**Addenda**") is checked as an "Applicable Addenda" below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐ California	☐ Michigan	☐ Rhode Island
☐ Hawaii	☐ Minnesota	☐ South Dakota
☐ Illinois	☐ New York	☐ Virginia
☐ Iowa	☐ North Dakota	☐ Washington
☐ Indiana	☐ Ohio	☐ Wisconsin
☐ Maryland		

Dated: _____ , 20____

FRANCHISOR:

ABU OMAR HALAL FRANCHISE LLC

By: _____

Title: _____

FRANCHISEE:

_____

By: _____

Title: _____

Rev. 071823

EXHIBIT H

CONTRACTS FOR USE WITH THE ABU OMAR HALAL FRANCHISE

The following contracts contained in Exhibit H are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Abu Omar Halal Business. The following are the forms of contracts that Abu Omar Halal Franchise LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked "Sample," they are subject to change at any time.

EXHIBIT H-1

STANDARD FORM

DEPOSIT AGREEMENT

Date

Dear _____:

This will acknowledge receipt by Abu Omar Halal Franchise LLC (the "Franchisor") of the amount of $10,000 (the "Fee"), from _____ ("Applicant"), in connection with the Applicant's intention to enter into a Franchise Agreement with the Franchisor pursuant to which Applicant would open and operate a Franchised Business within the following area ("Area"):

While applicant is being considered as a potential franchisee, Franchisor will take the Area off the market. Franchisor will use the Fee to defray in part expenses incurred by Franchisor in reviewing and processing Applicant's request to become a Franchisee of the Abu Omar Halal Franchised Business.

Refund of Deposit

Applicant's request to become a Franchisee is subject to the discretionary approval of Franchisor, in Franchisor's sole and absolute discretion. Applicant may withdraw its request to be considered as a Franchisee at any time within 30 days from the date of this Deposit Agreement, provided Applicant notifies the Franchisor in writing that it wishes to withdraw its request to be considered as a franchisee, unless Franchisor and Applicant have signed a Franchise Agreement prior to Applicant's Notice to Franchisor. In the event Applicant has notified Franchisor of its intent to withdraw its request within 30 days from the date of this Agreement and prior to signing a Franchise Agreement, Franchisor will keep the Fee for its expenses in considering the application of the Applicant and in consideration of lost opportunity.

At any time prior to Franchisor's execution of the Franchise Agreement, Franchisor has the sole and absolute discretion to deny Applicant's request to become a franchisee. In the event Franchisor disapproves Franchisee's request to become a Franchisee, Franchisor will refund the entire deposit Fee in the amount of $10,000.

In the event Applicant is approved as a franchisee, and Applicant has not previously requested a withdrawal of its request for approval, then Applicant will sign the Franchise Agreement between Franchisor and Applicant.

Franchisor and Applicant agree that if the Franchisor and Applicant execute a Franchise Agreement granting Applicant the right to establish a Franchised Business within the Area within 30 days of the date of this Agreement, Applicant will be entitled to a credit in the amount of the Fee against any Initial Franchise Fee due pursuant to such Franchise Agreement.

Please return the counter-signed original of this letter to the Franchisor, along with the Fee, to indicate your agreement with the terms of this Deposit Agreement.

Sincerely,

Name: _____

Title: _____

Agreed to this _____ day of _____, 20____

FRANCHISOR:	**APPLICANT:**
ABU OMAR HALAL FRANCHISE LLC, a Texas limited liability company	[APPLICANT], [a(n)] [State of Formation/Incorporation] [entity type or individual]
Sign: _____	Sign: _____
Printed Name: _____	Printed Name: [Applicant or Applicant Entity Signatory]
Title: _____	Title: [Applicant Entity Signatory Title]

EXHIBIT H-2

ABU OMAR HALAL FRANCHISE

SAMPLE GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of _____, 20___ by _____, a(n) _____ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Abu Omar Halal Franchise LLC, a Texas limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate an Abu Omar Halal business;

WHEREAS, (Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement) or **(the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release)**, and Franchisor has consented to such **(transfer/successor franchise agreement/amendment/termination/other reason)**; and

WHEREAS, as a condition to Franchisor's consent to **(transfer the Agreement/enter into a successor franchise agreement/amend the Agreement/terminate the Agreement/other reason)**, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the

franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third-party claim. Releasor represents and warrants to the Released Parties, and agrees, that it may later learn of new or different facts, but that still, it is Releasor's intention to fully, finally, and forever release all of the claims that are released above. This includes the Releasor's waiver of state laws that might apply to limit a release (such as Calif. Civil Code Section 1542, which states that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor").

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Release to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release will be construed and governed by the laws of the State of Texas.

c. Each individual and entity that comprises Releasor will be jointly and severally liable for the obligations of Releasor.

d. In the event that it will be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action will be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect or impair any other provision of this Release, but this Release will be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

i. This Release is inapplicable with respect to claims arising under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, and the rules adopted thereunder in accordance with RCW 19.100.220.

IN WITNESS WHEREOF, Releasor has executed this Release as of the date first written above.

FRANCHISEE:

_____, a

_____

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE'S OWNERS:

Date _____

_____

Signature

_____

Typed or Printed Name

_____

Signature

_____

Typed or Printed Name

Rev. 060524

EXHIBIT H-3

ABU OMAR HALAL FRANCHISE

SAMPLE SYSTEM PROTECTION AGREEMENT

This System Protection Agreement ("SP Agreement") is entered into by the undersigned ("you" or "your") in favor of Abu Omar Halal Franchise LLC, a Texas limited liability company, and its successors and assigns ("us," "we," or "our"), upon the terms and conditions set forth in this SP Agreement.

1. **Definitions**. For purposes of this SP Agreement, the following terms have the meanings given to them below:

"Competitive Business" means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by you in and/or from the Franchisee Territory (including, but not limited to, the products we authorize); or (ii) provides or offers to provide services the same as or similar to the type of services sold by you in and/or from the Franchisee Territory (including, but not limited to, the services we authorize), but excludes an Abu Omar Halal business operating pursuant to a franchise agreement with us.

"Copyrights" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of an Abu Omar Halal business or the solicitation or offer of an Abu Omar Halal franchise, whether now in existence or created in the future.

"Franchisee" means the Abu Omar Halal franchisee for which you are a manager or officer.

"Franchisee Territory" means the territory granted to you pursuant to a franchise agreement with us.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an Abu Omar Halal business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"Manual" means our confidential operations manual for the operation of an Abu Omar Halal business, which may be periodically modified by us.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an Abu Omar Halal business, including "Abu Omar Halal," and any other trademarks, service marks, or trade names that we designate for use by an Abu Omar Halal business. The term "Marks" also includes any distinctive trade dress used to identify an Abu Omar Halal business, whether now in existence or hereafter created.

"Prohibited Activities" means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly-traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing or attempting to induce any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

"Restricted Period" means the two-year period after you cease to be a manager or officer of Franchisee's Abu Omar Halal business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Restricted Period" means the two-year period after you cease to be a manager or officer of Franchisee's Abu Omar Halal business.

"Restricted Territory" means the geographic area within: (i) a 25-mile radius from Franchisee's Abu Omar Halal business (and including the premises of the approved location of Franchisee); and (ii) a 25-mile radius from all other Abu Omar Halal businesses that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area within a 25-mile radius from Franchisee's Abu Omar Halal business (and including the premises of the approved location of Franchisee).

"System" means our system for the establishment, development, operation, and management of an Abu Omar Halal business, including Know-how, proprietary programs and products, Manual, and operating system.

2. Background. You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this SP Agreement.

3. Know-How and Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the Abu Omar Halal business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager or officer of Franchisee's Abu Omar Halal business. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property and the System will not apply to any information which is information publicly known or becomes lawfully known in the public domain other than through a breach of this SP Agreement or is required or compelled by law to be disclosed, provided that you will give reasonable notice to us to allow us to seek protective or other court orders.

4. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are a manager or officer of Franchisee's Abu Omar Halal business by engaging in any Prohibited Activities.

5. Unfair Competition After Relationship. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. Immediate Family Members. You acknowledge that you could circumvent the purpose of this SP Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling,

child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this SP Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

7. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this SP Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this SP Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS SP AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

8. Breach. You agree that failure to comply with the terms of this SP Agreement will cause substantial and irreparable damage to us and/or other Abu Omar Halal franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this SP Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond will not exceed $1,000. None of the remedies available to us under this SP Agreement are exclusive of any other, but may be combined with others under this SP Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action that you may have against us, our owners or our affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this SP Agreement.

9. Miscellaneous.

a. If we pursue legal remedies against you because you have breached this SP Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

b. This SP Agreement will be governed by, construed, and enforced under the laws of Texas, and the courts in that state will have jurisdiction over any legal proceedings arising out of this SP Agreement.

c. Each section of this SP Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this SP Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this SP Agreement agrees that the court may impose such limitations on the terms of this SP Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

d. You and we both believe that the covenants in this SP Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this SP Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant imposed upon you under this SP Agreement to ensure that the terms and covenants in this SP Agreement are enforceable under applicable law.

EXECUTED on the date stated below.

Date_____ _____

Signature

_____

Typed or Printed Name

Rev. 120619

EXHIBIT H-4

ABU OMAR HALAL FRANCHISE

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Confidentiality Agreement") is entered into by the undersigned ("you") in favor of Abu Omar Halal Franchise LLC, a Texas limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Confidentiality Agreement.

1. Definitions. For purposes of this Confidentiality Agreement, the following terms have the meanings given to them below:

"Abu Omar Halal Business" means a business that features halal food.

"Copyrights" means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Abu Omar Halal franchisees to use, sell, or display in connection with the marketing and/or operation of an Abu Omar Halal Business, whether now in existence or created in the future.

"Franchisee" means the Abu Omar Halal franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an Abu Omar Halal Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"Manual" means our confidential operations manual for the operation of an Abu Omar Halal Business.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an Abu Omar Halal Business, including "Abu Omar Halal" and any other trademarks, service marks, or trade names that we designate for use by an Abu Omar Halal Business. The term "Marks" also includes any distinctive trade dress used to identify an Abu Omar Halal Business, whether now in existence or hereafter created.

"System" means our system for the establishment, development, operation, and management of an Abu Omar Halal Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Confidentiality Agreement. In order to avoid such damage, you agree to comply with this Confidentiality Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the Abu Omar Halal Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and will continue to be the sole property of Abu Omar Halal Franchise, LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Confidentiality Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Confidentiality Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Confidentiality Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Confidentiality Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS CONFIDENTIALITY AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with this Confidentiality Agreement will cause substantial and irreparable damage to us and/or other Abu Omar Halal franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Confidentiality Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond will not exceed $1,000. None of the remedies available to us under this Confidentiality Agreement are exclusive of any other, but may be combined with others under this Confidentiality Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Confidentiality Agreement.

7. Miscellaneous.

a. Although this Confidentiality Agreement is entered into in favor of Abu Omar Halal Franchise, LLC, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Confidentiality Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Confidentiality Agreement will be governed by, construed, and enforced under the laws of Texas, and the courts in that state will have jurisdiction over any legal proceedings arising out of this Confidentiality Agreement.

d. Each section of this Confidentiality Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Confidentiality Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Confidentiality Agreement agrees that the court may impose such limitations on the terms of this Confidentiality Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date_____ _____

Signature

_____

Typed or Printed Name

Rev. 032916

EXHIBIT H-5

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee Email Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
Bank Account No.	☐ Checking ☐ Savings (check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

Franchisee hereby authorizes Abu Omar Halal Franchise LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee will notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: _____ Date: _____

Printed Name: _____

Its: _____

Federal Tax ID Number: _____

Rev. 032916

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT H-6

ABU OMAR HALAL FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("Approval Agreement") is entered into on _____, 20_____, between Abu Omar Halal Franchise LLC ("Franchisor"), a Texas limited liability company, _____ ("Former Franchisee"), the undersigned owners of Former Franchisee ("Owners") and _____, ("New Franchisee").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____, 20_____ ("Former Franchise Agreement"), in which Franchisor granted Former Franchisee the right to operate an Abu Omar Halal franchise located at _____ ("Franchised Business"); and

WHEREAS, Former Franchisee desires to assign ("Requested Assignment") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Approval Agreement, including that New Franchisee sign Franchisor's current form of franchise agreement together with all exhibits and attachments thereto ("New Franchise Agreement"), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("Franchisor's Assignment Fee").

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Former Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Approval Agreement, and conditioned upon New Franchisee's signing the New Franchise Agreement pursuant to Section 5 of this Approval Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Approval Agreement by all parties. Franchisor waives its right of first refusal set forth in the Former Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Approval Agreement, the Former Franchise Agreement will terminate and all of Former Franchisee's rights to operate the Franchised Business are terminated and that from the date of this Approval Agreement only New Franchisee shall have the sole right to operate the Franchised Business under the New Franchise Agreement. Former Franchisee and the undersigned Owners agree to

comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee will execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee will execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of an Abu Omar Halal franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Approval Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("Transaction") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to approving the Requested Assignment and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Former Franchisee, and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Former Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Approval Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Approval Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Approval Agreement, the term "Affiliates" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Approval Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Approval Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same document. This Approval Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Approval Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Approval Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

ABU OMAR HALAL FRANCHISE LLC

Sign: _____
Printed Name: _____
Title: _____

FORMER FRANCHISEE:

_____

Sign: _____
Printed Name: _____
Title: _____

NEW FRANCHISEE:

_____

Sign: _____
Printed Name: _____
Title: _____

Rev. 031821

EXHIBIT H-7

ABU OMAR HALAL FRANCHISE

LEASE ADDENDUM

This Addendum to Lease ("**Addendum**"), dated _____, 20___, is entered into by and between _____ ("**Landlord**"), _____ ("**Tenant**") and _____ ("**Franchisor**"), collectively referred to herein as the "**Parties**."

A. Landlord and Tenant have entered into a certain Lease Agreement dated _____, 20___, and pertaining to the premises located at _____ ("**Lease**").

B. Landlord acknowledges that Tenant intends to operate a franchised business from the leased premises ("**Premises**") pursuant to a Franchise Agreement ("**Franchise Agreement**") with Franchisor under Franchisor's trademarks and other names designated by Franchisor (herein referred to as "**Franchised Business**" or "**Franchise Business**").

C. The parties now desire to supplement the terms of the Lease in accordance with the terms and conditions contained herein.

NOW, THEREFORE, it is hereby mutually covenanted and agreed among the Parties as follows:

1. Use of the Premises. During the term of the Franchise Agreement, the Premises will be used only for the operation of the Franchised Business.

2. Franchise System. Landlord hereby consents to Tenant's use of such proprietary marks, signs, interior and exterior décor items, color schemes and related components of the Franchised Business required by Franchisor. Tenant's use of such items will at all times be in compliance with all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Premises.

3. Assignment. Tenant will have the right, without further consent from Landlord, to sublease or assign all of Tenant's right, title, and interest in the Lease to a Franchise Assignee (defined below) at any time during the term of the Lease, including any extensions or renewals thereof. In addition, if Tenant fails to timely cure any default under either the Lease or the Franchise Agreement, a Franchise Assignee, will, at its option, have the right, but not the obligation, to take an assignment of Tenant's interest under the Collateral Assignment of Lease or other form of assignment and assumption document reasonably acceptable to Landlord, provided such Franchise Assignee cures any then-existing material defaults of the Lease no later than ten days following the end of Tenant's cure period. No assignment will be effective until: (i) the Franchise Assignee gives Landlord written notice of its acceptance of the assignment and assumption of the Lease; and (ii) Tenant or the Franchise Assignee has cured all material defaults of the Lease for which it has received notice from Landlord. Nothing contained herein or in any other document will create any obligation or liability of Franchisor, any Franchise Assignee, or guarantor thereof under the Lease unless and until the Lease is assigned to, and accepted in writing by a Franchise Assignee. In the event of any assignment or purported assignment under this Addendum, Tenant will remain liable under the terms of the Lease and the assignee or subtenant will retain all of the Tenant's rights granted in the Lease including without limitation: (x) any grant of a protected territory or use exclusivity; and (y) the

renewal or extension of the Lease term. With respect to any assignment proposed or consummated under this Addendum, Landlord hereby waives any rights it may have to: (A) recapture the Premises; (B) terminate the Lease; or (C) modify any terms or conditions of the Lease. If Franchisor accepts an assignment and assumes the Lease under this section, Franchisor will have the right to further sublet or reassign the Lease to another Franchise Assignee without Landlord's consent in which event Franchisor will be released from any obligation or liability under the Lease. As used in this Addendum, "**Franchise Assignee**" means: (i) Franchisor or Franchisor's parent, subsidiary, or affiliate; or (ii) any franchisee of Franchisor or of Franchisor's parent, subsidiary, or affiliate.

4. Default and Notice.

a. If Tenant defaults on or breaches the Lease and Landlord delivers a notice of default to Tenant, Landlord will contemporaneously send a copy of such default notice to Franchisor. Franchisor will have the right, but not the obligation, to cure the default during Tenant's cure period plus an additional ten (10) day period. Franchisor will notify Landlord whether it intends to cure the default prior to the end of Tenant's cure period.

b. All notices to Franchisor will be sent by a reputable overnight delivery service to the following address:

Abu Omar Halal Franchise LLC
2603 Augusta Drive, Unit 175,
Houston, Texas 77057

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

c. Tenant and Landlord agree not to terminate, or materially amend the Lease during the term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent. Any attempted termination, or material amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

5. Termination or Expiration.

a. If Franchisor does not elect to take an assignment of the Tenant's interest, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Franchisor's trademarks and franchise system and to distinguish the Premises from a Franchised Business provided that Franchisor repairs any damage caused to the Premises by exercise of its rights hereunder.

b. If any Franchise Assignee purchases any assets of Tenant, Landlord will permit such Franchise Assignee to remove all the assets being purchased, and Landlord waives any lien rights that Landlord may have on such assets.

6. Consideration; No Liability.

a. Landlord acknowledges that the Franchise Agreement requires Tenant to receive Franchisor's approval of the Lease prior to Tenant executing the Lease and that this Addendum is a material

requirement for Franchisor to approve the Lease. Landlord acknowledges Tenant would not lease the Premises without this Addendum. Landlord also hereby consents to the Collateral Assignment of Lease from Tenant to Franchisor as evidenced by Attachment 1.

b. Landlord further acknowledges that Tenant is not an agent or employee of Franchisor, and Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any Franchise Assignee, and that Landlord has entered into this with full understanding that it creates no duties, obligations, or liabilities of or against any Franchise Assignee.

7. Amendments. No amendment or variation of this Addendum shall be valid unless made in writing and signed by the Parties hereto.

8. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions, and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Addendum as though copies herein in full.

IN TESTIMONY WHEREOF, witness the signatures of the Parties hereto as of the day, month, and year first written above.

LANDLORD:	**TENANT:**
_____	_____
Sign: _____	Sign: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

FRANCHISOR:

_____

Sign: _____

Printed Name: _____

Title: _____

Rev. 022324

EXHIBIT H-7

ATTACHMENT 1

ATTACHMENT 1 TO LEASE ADDENDUM

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the ___, 20___ ("**Effective Date**"), the undersigned, _____ ("**Assignor**") hereby assigns, transfers and sets over unto _____ ("**Assignee**") all of Assignor's right, title, and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as **Exhibit A** ("**Lease**") with respect to the premises located at _____. This Collateral Assignment of Lease ("**Assignment**") is for collateral purposes only and except as specified herein, Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee expressly assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein, and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain franchise agreement for a franchise between Assignee and Assignor ("**Franchise Agreement**"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee will have the right and is hereby empowered, in Assignee's sole discretion, to: (i) cure Assignor's default of the Lease; (ii) take possession of the premises demised by the Lease; (iii) expel Assignor from the premises, either temporarily or permanently; (iv) terminate Assignor's rights, title, and interest in the Lease; and/or (v) assume the Lease. If Assignee expends sums to cure a default of the Lease, Assignor will promptly reimburse Assignee for the cost incurred by Assignee in connection with such performance, together with interest thereon at the rate of two percent per month, or the highest rate allowed by law.

Assignor agrees it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest to exercise the extension or renewal options in the name, place, and stead of Assignor for the sole purpose of effecting the extension or renewal.

(Signatures on following page)

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first above written.

ASSIGNOR:

Sign: _____

Printed Name _____

Its: _____

ASSIGNEE:

Sign: _____

Printed Name _____

Its: _____

Rev. 022324

EXHIBIT H-8

ABU OMAR HALAL FRANCHISE

SAMPLE CONVERSION ADDENDUM

This Addendum to the Franchise Agreement ("Addendum") is made and entered into this _____ day of _____, 20__ by and between Abu Omar Halal Franchise LLC, a Texas limited liability company ("Franchisor," "we," or "us") and [FRANCHISEE OR FRANCHISEE ENTITY], [a(n)] [State of Formation/Incorporation] [entity type or individual] ("Franchisee," "you," or "your").

BACKGROUND

A. Franchisor and Franchisee have entered into that certain franchise agreement of even date herewith ("Franchise Agreement") pursuant to which Franchisee will operate an Abu Omar Halal franchised business ("Franchised Business").

B. Franchisee is currently operating an existing business at the franchised location ("Current Business") that offers services substantially similar to that of an Abu Omar Halal business. Franchisee will close this existing business on or before [Closing Date of Existing Business] and convert the existing business to the Franchised Business.

C. Franchisor and Franchisee desire to amend the terms of the Franchise Agreement for Franchisee's conversion of an existing business into the Franchised Business on the following terms. Capitalized terms not defined in this Addendum shall have the meanings set forth in the Franchise Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties and subject to the following terms and conditions, it is agreed as follows:

1. **CURRENT BUSINESS**. Franchisor and Franchisee agree that because Franchisee is converting the Current Business that is already open and operating, Franchisee and Franchisor shall be relieved of performing some of their pre-opening and development obligations related to site selection and leasing, as set forth in the Franchise Agreement, except as otherwise provided herein. Franchisee may still need to purchase additional supplies and equipment as necessary to commence operations of the Franchised Business. The Franchise Agreement is hereby amended accordingly.

2. **COMMENCEMENT OF OPERATIONS**. The first paragraph of Section 7.1 of the Franchise Agreement shall be amended as follows:

> "Subject to your compliance with these conditions, unless we and you otherwise agree in writing, you agree to open the Franchised Business to the public no more than [amended opening timeframe deadline] after the Effective Date within which to: (1) secure all necessary financing for the Franchised Business; (2) complete the initial training programs described in Section 8.1 of this Franchise Agreement; (3) purchase an opening inventory of equipment and supplies; (4) obtain and provide evidence of insurance as described in Section 19; and (5) commence operation of the Franchised Business."

3. **CONVERSION**. You will, at your sole expense and not later than 30 days prior to commencement of operations, convert, refresh and update the appearance, products and services of the current business as required by us in our reasonable discretion. You will offer all products and services required by us. At a minimum, you will: (i) repair and/or replace all furniture, fixtures, equipment, signs, supplies, products and materials required for the operation of the Franchised Business ("FF&E") and as we may otherwise designate; (ii) obtain any new or additional FF&E required to operate the Franchised Business; and (iii) modernize the Franchised Business Premises, all as required by us in order to reflect our current standards and images of the Franchised Business system.

4. **TIME IS OF THE ESSENCE**. Franchisor and Franchisee agree that time is of the essence in connection with the construction of leasehold or Vehicle modifications. You will complete such modifications no later than 30 days prior to the date of commencement of the Franchised Business. In the event that you fail to complete modifications by such date, we will have the right to terminate the Franchise Agreement in accordance with Section 24.2 of the Franchise Agreement.

5. **INSPECTION**. Upon completion of the modifications of the Vehicle or Premises prior to the commencement of operation of the Franchised Business, you will submit a written request for us to conduct a final inspection of the Franchised Business Vehicle or Premises and, upon our receipt of such request, we will promptly conduct a final inspection. You will not open the Franchised Business without our written authorization.

6. **CONTINUING BUSINESS**. You may, at your discretion, continue to operate the Current Business during construction of leasehold modifications up to and through [Closing Date of Existing Business], but will not identify yourself as an Abu Omar Halal Franchise until you receive our written authorization to conduct business.

7. **LEASE**. You will provide us with a copy of your existing lease for your Current Business premises and make reasonable efforts to negotiate with your lessor within 30 days following the effective date of the Franchise Agreement to amend the lease to include the provisions we require.

8. **CONFIDENTIALITY**. Franchisee agrees to keep the terms of this Addendum confidential and not disclose the contents of this Addendum to any third party, excluding Franchisee's representatives, without the prior written consent of Franchisor.

9. **FURTHER ASSURANCE**. Each of the parties will, upon reasonable request of the other, sign any additional documents necessary or advisable to fully implement the terms and conditions of this Addendum.

10. **NO FURTHER CHANGES**. Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed. In the event of any inconsistency between the provisions of the Franchise Agreement and this Addendum, the terms of this Addendum shall control.

(Signature page follows)

IN WITNESS WHEREOF, the parties duly executed this Addendum as of the date first above written.

FRANCHISOR:	**FRANCHISEE:**
ABU OMAR HALAL FRANCHISE LLC, a Texas limited liability company	[FRANCHISEE ENTITY], [a(n)] [State of Formation/Incorporation] [entity type or individual]
Sign: _____	Sign: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

EXHIBIT H-9

ABU OMAR HALAL FRANCHISE

NON-TRADITIONAL LOCATION ADDENDUM TO FRANCHISE AGREEMENT

THIS NON-TRADITIONAL RESTAURANT LOCATION ADDENDUM ("Addendum") is entered into on the date set forth in Attachment A between Abu Omar Halal Franchise LLC, a Texas limited liability company ("Franchisor"), and the franchisee identified on the signature page of this Addendum ("Franchisee").

RECITALS

A. Franchisor and Franchisee have entered that certain Abu Omar Halal franchise agreement of even date herewith ("Franchise Agreement"), pursuant to which Franchisee will operate an Abu Omar Halal franchise in a Non-Traditional Venue ("Non-Traditional Restaurant").

B. Franchisor and Franchisee desire to amend the terms of the Franchise Agreement to incorporate certain terms of this Addendum into the Franchise Agreement. Capitalized terms not defined in this Addendum shall have the meanings set forth in the Franchise Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties and subject to the following terms and conditions, it is agreed as follows:

1. **NON-TRADITIONAL VENUE**. Franchisor and Franchisee acknowledge and agree that the products and services offered for sale from the Non-Traditional Restaurant, and the standards and specifications of Franchisor and its affiliates, may differ from that of a traditional Abu Omar Halal Restaurant and will be subject to alternative standards and specifications developed and made available by Franchisor and its affiliates.

2. **PREMISES**. The following is hereby added as a new paragraph at the end of Section 2 of the Franchise Agreement:

> "If indicated in Attachment A to the Non-Traditional Location Addendum (defined in Section 4 below) to this Franchise Agreement, the non-traditional Franchised Business ("Non-Traditional Restaurant") will be located within or adjacent to a host facility ("Host Facility") which is described in Attachment A thereto. If the placement and operation of the Non-Traditional Restaurant in or in connection with the Host Facility requires the consent of the owner, us, and/or licensor of the Host Facility, you agree to obtain that consent in writing (and provide a copy of that consent to us), and you acknowledge and agree that this consent is a condition precedent to us granting you the right to establish and operate the Non-Traditional Restaurant. You acknowledge and agree that the Premises will be strictly limited to the physical area within the Host Facility occupied by the Non-Traditional Restaurant. The Premises cannot and will not under any circumstances be defined as a geographic area or be described in terms other than a specific location within the Host Facility. During the term of this Franchise Agreement, the Premises will be used exclusively to operate a Non-Traditional Restaurant. During the term of this Franchise

Agreement, you may not relocate the Premises within the Host Facility. If the Non-Traditional Location is within a Host Facility, we have approved the location and facility identified on Attachment A to the Non-Traditional Location Addendum. You acknowledge and warrant that our approval of the Premises and the Host Facility does not constitute a guarantee, recommendation, or endorsement of the Premises or Host Facility and that the success of the Non-Traditional Restaurant to be operated at the Premises within the Host Facility depends upon your abilities as an independent businessperson."

3. **COMPUTER SYSTEMS.** The following paragraph is hereby added to the end of Section 14.1 of the Franchise Agreement:

"We acknowledge and agree that the point-of-sale system and associated software ("POS System") used at the Premises may be owned by you or the Host Facility. The POS System must always be connected to one or more high-speed communications media specified by us and be capable of accessing the internet. You must electronically link the POS System to us or our designee. You must, at your sole cost and expense: (a) effect the Polling (as defined below) operation at such time or times as we may require, but we may ourselves initiate Polling whenever we deem appropriate; (b) permit us or our agents to Poll any information contained in the POS System at any time; (c) permit us or our agents to obtain all of the information referenced in Section 17.4 that may be in the possession of any third-party vendor who you obtained the approved POS System from; and (d) if required by us, download the information referenced in Section 17.4 into machine readable information compatible with the our system and to deliver that information to us or our agents in a method and timeframe we reasonably requires. For purposes of this Franchise Agreement, the term "Polling" means any process acceptable to us by which information or data about the Franchised Business may be transmitted to or from a POS System or other system operated by you or your agent into a computer or system operated by us or our agents in the manner and format prescribed by us from time to time. For the avoidance of doubt, we may Poll for information including, without limitation, daily sales data, daily transaction level data, sales per visit and products and combination of products sold, otherwise known as product mix data or "PMIX", and inventory data. You will configure your POS System to accurately record every sale or other transaction. If the POS System will record sales from third-party businesses, the POS System must differentiate sales of the Non-Traditional Restaurant from sales of the rest of the Host Facility by the use of "price look up" (**"**PLU") or other keys that track and tally sales of the Non-Traditional Restaurant separately. You grant us and our affiliates reasonable access to its records only on the POS System and authorizes us and our affiliates to obtain our sales, sales mix, and revenue information from the POS System. You acknowledge that us and our affiliates will use information from required reports primarily to make business and marketing decisions."

4. **FRANCHISE OPERATIONS MANUAL**. The following paragraph is hereby added to the end of Section 9.1 of the Franchise Agreement:

"You acknowledge that the Franchise Operations Manual includes information that may not be applicable to the Franchised Business, due to the limited nature of its operations as a Non-Traditional Restaurant. We may, but shall have no obligation to, issue an abbreviated or amended Franchise Operations Manual applicable specifically to Non-Traditional Restaurants, in which case references in this Franchise Agreement to the Franchise Operations Manual shall mean such abbreviated or amended Franchise Operations Manual. The parties further agree that if there is a conflict between the

provisions this Franchise Agreement and the Abu Omar Halal standard guidelines and any other such guidelines, the provisions of this Franchise Agreement shall control."

5. **HOURS**. Section 13.5 of the Franchise Agreement is hereby amended and restated as follows:

"You must keep your Franchised Business open and in normal operation during those days and hours during which it would reasonably be anticipated by consumers that the Franchised Business would be open, taking into account the nature of the Franchised Business, the nature of the Premises, and the operational hours of other foodservice businesses within the Host Facility. You must diligently and efficiently exercise your best efforts to achieve the maximum Gross Sales possible at the Premises. Notwithstanding anything to the contrary in Section 24, it shall not be a breach of this Franchise Agreement if the Franchised Business is closed during scheduled breaks, emergencies, holidays, or due to a Host Facility owner-directed closure."

6. **UNIFORMS AND EMPLOYEE APPEARANCE**. The following paragraph is hereby added to the end of Section 10.3 of the Franchise Agreement:

"If you share employees with other businesses at the Host Facility, those employees shall not wear Abu Omar Halal uniforms when working at any other business operated on the Host Facility, and shall not be assigned to work at the Franchised Business and at any other business operated on the Host Facility contemporaneously during any shift of work hours."

7. **GIFT AND LOYALTY CARDS**. The following sentence is hereby added after the first sentence of the first paragraph of Section 13.9 of the Franchise Agreement:

"However, with regards to loyalty and gift cards, you will only be required to redeem or honor such loyalty and gift cards, and will not be required to sell or load them."

8. **ONLINE ORDERING**. If your POS System is compatible for online ordering, you will have the option to participate in customer online ordering and/or payment systems and programs which we may establish and modify from time to time.

9. **ABU OMAR HALAL NON-TRADITIONAL RESTAURANT STANDARDS**. The following is hereby added as a new Section 13.17 to the Franchise Agreement:

"13.17 **Non-Traditional Restaurant Acknowledgements**. You acknowledge that the signs, equipment configuration, menu, products, services, size, specifications, and appearance of the Non-Traditional Restaurant operated pursuant to this Franchise Agreement may significantly differ from that of a traditional Abu Omar Halal restaurant and will be subject to alternative standards and specifications developed and made available by us. Changes in the standards, specifications, and procedures applicable to the operation of the Non-Traditional Restaurant and related common areas may become necessary and desirable from time to time, and you agree to accept and comply with such modifications and revisions. The adoption of new or modified standards shall be solely at our discretion."

10. **COMMON AREAS**. The following is hereby added as a new Section 13.18 to the Franchise Agreement:

> "13.18 **Common Areas**. If your Non-Traditional Restaurant shares a common customer seating, storage area, and/or freezer with any other business operated at the Host Facility, you will maintain the common customer seating, storage area, and/or freezer in accordance with the applicable provisions of the Franchise Operations Manual. If each of the businesses operated at the Host Facility has a separate restroom facility, the restroom located at the Non-Traditional Restaurant shall be maintained in accordance with our standards for restroom cleanliness and repair. If there is only one restroom facility located on the Host Facility or if the restroom facilities are shared restrooms, the restroom nearest the Premises shall be maintained in accordance with Franchisor's standards for cleanliness and repair."

11. **BRAND FUND**. Your Brand Fund Contribution shall be applied to the Brand Fund. However, notwithstanding anything to the contrary in Section 11 of the Franchise Agreement, you shall not be eligible to participate in the advertising, marketing, promotions, research, public relations programs, cash rewards or any other rewards program under the Brand Fund, and we shall not be obligated to provide you with any Brand Fund services, expenditures, or materials. We may, in our sole discretion, make available to you, certain Brand Fund marketing and advertising materials. However, you must pay us for any materials or support under the Brand Fund at our then-current a-la-carte pricing.

Additionally, the following sentence is hereby added to the end of Section 12.2 of the Franchise Agreement:

> "You will not be required to participate in any advertising, marketing, promotions, research and public relations programs instituted by us or the Brand Fund if you are not able to obtain any required pre-approval by Host Facility."

12. **INSPECTIONS**. Section 21.1 of the Franchise Agreement is hereby deleted and replaced with the following:

> "21.1 **Inspections**. You acknowledge that we require access to the Non-Traditional Restaurant and the Premises in order to effectuate the terms of this Franchise Agreement. Accordingly, you agree that you will obtain the right, on behalf of yourself and us, to enter the Premises, the Franchised Business, the common areas and all other areas of the Host Facility we reasonably require, from any and all persons whose approval is required for the purpose of effectuating the terms of this Franchise Agreement.
>
> Our authorized representatives shall have the right, from time to time, to enter upon the entire Premises of the Franchised Business and common areas during business hours for examination of the Franchised Business, conferring with your employees, inspecting and checking operations, food, beverages, furnishings, interior and exterior décor, supplies, fixtures, and equipment, and determining whether the Franchised Business is being conducted in accordance with this Franchise Agreement, the System and the Franchise Operations Manual. We will use reasonable efforts to avoid materially disrupting the operation of the Franchised Business. If any such inspection indicates any deficiency or unsatisfactory condition with respect to any matter required under this Franchise Agreement or the Franchise Operations Manual, including quality, cleanliness, service, health and authorized product line, we will notify you in writing of your non-compliance with the Franchise Operations Manual, the System, or this Franchise Agreement, and you

shall promptly correct or repair such deficiency or unsatisfactory condition. In accordance with this Section 21.1, we may require you to take immediate corrective action, which may include temporarily closing the Franchised Business.

To ensure compliance with the terms of this Franchise Agreement, we reserve the right to examine and request copies of books and records relating to any other business operated on the Premises, including, without limitation, register tapes and receipts. You shall obtain the right, on behalf of yourself and us, to obtain copies of such books and records from all persons whose approval is required."

13. **INSURANCE**. At our request, you agree to ensure that the general business liability and any other insurance policies obtained under Section 19 of the Franchise Agreement cover all common areas within a Host Facility. If you operate other restaurants or businesses in the Host Facility in addition to the Non-Traditional Restaurant, you agree to obtain and maintain comprehensive business liability insurance and umbrella insurance policy collectively covering all of the businesses, including the Non-Traditional Restaurant at our request.

14. **FURTHER ASSURANCE**. Each of the parties will, upon reasonable request of the other, sign any additional documents necessary or advisable to fully implement the terms and conditions of this Addendum.

15. **MISCELLANEOUS**. This Addendum will be considered an integral part of the Franchise Agreement, and the terms of this Addendum will be controlling with respect to the subject matter hereof. Except as specifically provided in this Addendum, all of the terms, conditions, and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed. In the event of any inconsistency between the provisions of the Franchise Agreement, the Franchise Operations Manual, and this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties duly executed this Addendum as of the date first above written.

FRANCHISOR:	**FRANCHISEE:**
ABU OMAR HALAL FRANCHISE LLC, a Texas limited liability company	[FRANCHISEE ENTITY], [a(n)] [State of Formation/Incorporation] [entity type or individual]
Sign: _____	Sign: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

ATTACHMENT A TO NON-TRADITIONAL LOCATION ADDENDUM

1. **Effective Date**. The date of this Non-Traditional Location Addendum to Franchise Agreement shall be _____, 20___.

2. **Host Facility**. CHECK ONE

____ Franchisee is operating the Non-Traditional Restaurant within a Host Facility. All references to the "Host Facility" in this Non-Traditional Addendum shall have the same meaning as the term "Premises," as that term is defined within the Franchise Agreement. The Host Facility is described as follows:

____ Franchisee is not operating the Non-Traditional Restaurant within a Host Facility. All references to the Host Facility in this Non-Traditional Addendum are hereby deleted.

FRANCHISOR:	**FRANCHISEE:**
ABU OMAR HALAL FRANCHISE LLC, a Texas limited liability company	[FRANCHISEE ENTITY], [a(n)] [State of Formation/Incorporation] [entity type or individual]
Sign: _____	Sign: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

EXHIBIT H-10

ABU OMAR HALAL FRANCHISE

MOBILE FOOD TRUCK ADDENDUM

This Mobile Food Truck Addendum (this "Addendum") is entered into as of _____, 202__ (the "Effective Date") between Abu Omar Halal Franchise LLC, a Texas limited liability company ("Franchisor," "we" or "us") and _____, a(n) _____ ("Franchisee" or "you," and together with us, the "Parties").

RECITALS

WHEREAS, Franchisor and Franchisee entered into that certain franchise agreement dated _____, 20_____ ("Franchise Agreement"), in which Franchisor granted Franchisee the right to operate an Abu Omar Halal restaurant located at _____ ("Franchised Business"); and

WHEREAS, Franchisor has also offered Franchisee the option to develop, equip and operate a branded mobile food truck ("Mobile Food Truck") for purposes of preparing and selling Abu Omar Halal goods and services to the general public;

WHEREAS, Franchisee desires to accept Franchisor's offering and establish a Mobile Food Truck as part of the Franchised Business; and

WHEREAS, Franchisor and Franchisee desire to amend the terms of the Franchise Agreement to add the Mobile Food Truck to the Franchised Business. Capitalized terms not defined in this Addendum shall have the meanings set forth in the Franchise Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. License. We hereby grant you a license to own and operate an Abu Omar Halal Mobile Food using our Intellectual Property solely within the area specified in Exhibit A of this Addendum ("Mobile Food Truck Territory"). Your Mobile Food Truck may only offer and sell the specific food, beverages, merchandise, gift cards and other goods and services that we require or authorize from time to time. The operation of your Mobile Food Truck will be subject to all the terms and conditions of the Franchise Agreement, except as otherwise provided herein.

2. Term. The term of this Addendum shall commence on the Effective Date and expire upon the earliest to occur of the termination, expiration or transfer of the Franchise Agreement. The Term of this Addendum may be renewed in conjunction with a renewal of your Franchise Agreement.

3. Mobile Food Truck Fee. Upon execution of this Addendum, you will pay us a Mobile Food Truck fee equal to 75% of our current Initial Franchise Fee as shown in our most recent Franchise Disclosure Document.

4. Ongoing Fees and Reporting. You agree to pay all fees imposed under the Franchise Agreement with respect to the operation of your Mobile Food Truck, including, without limitation, payment of Royalties and Brand Fund Contributions based on Gross Sales generated by your Mobile Food Truck. You must account for and report Gross Sales and expenses pertaining to your Mobile Food Truck separately from Gross Sales and expenses pertaining to your restaurant.

5. Development of Mobile Food Truck. You will purchase a food truck from us or our affiliate to use as your Mobile Food Truck. You may, with our prior written consent, convert an existing food truck owned by you to meet our standards and specifications to use as your Mobile Food Truck. You must purchase and install the wraps that we require from us or our affiliate. You must ensure that all of our required kitchen equipment is installed in your Mobile Food Truck. You must purchase all additional inventory items, smallwares, operating supplies, technology, and other items that we specify for purposes of developing, equipping, and stocking your Mobile Food Truck. You may not begin operating your Mobile Food Truck until: (a) your Responsible Owner and other staff we designate successfully complete our initial training program; (b) you have developed, equipped and stocked your Mobile Food Truck in accordance with our standards and specifications; (c) you have obtained all required insurance, permits, licenses and other authorizations relating to your Mobile Food Truck; and (d) we have issued our written approval for you to begin operating your Mobile Food Truck.

6. Mobile Food Truck Territory. You may operate your Mobile Food Truck anywhere within the Mobile Food Truck Territory without our prior written consent. You may only operate your Mobile Food Truck outside your Mobile Food Truck Territory with our prior written consent, which we may withhold in our sole discretion. Under no circumstances may you operate your Mobile Food Truck within any territory (or development territory) assigned to us, our affiliate or another franchisee.

7. Permits, Licenses and Insurance. You are solely responsible for obtaining and maintaining, at your cost, all required licenses, permits and authorizations pertaining to the development, ownership and operation of your Mobile Food Truck. You must purchase and maintain all additional insurance policies that we require pertaining to your Mobile Food Truck.

8. Legal Compliance. You are solely responsible for complying with all federal, state, local and municipal laws, regulations, ordinances and other requirements governing your Mobile Food Truck. You understand that these laws might prevent you from operating your Mobile Food Truck in certain areas or during certain times of day. You are solely responsible for investigating all laws, regulations, ordinances and other requirements governing food trucks in your Mobile Food Truck Territory. We strongly recommend that you investigate these laws before signing this Addendum.

9. Default. Any default under this Addendum shall be deemed a default under the Franchise Agreement.

10. Post-Term Obligations. Upon the expiration or termination of the term of this Addendum, you must follow all requirements set forth in Section 26 of the Franchise Agreement. For purposes of this Addendum, the term "Franchised Business" as used in the Franchise Agreement shall include the restaurant and the Mobile Food Truck. Our purchase option set forth in Section 27 of the Franchise Agreement shall extend and apply to your Mobile Food Truck.

11. Modification. This Addendum and the Franchise Agreement when executed constitute the entire agreement and understanding between the Parties with respect to the subject matter contained herein and therein. Any and all prior agreements and understandings between the Parties and relating to the subject matter contained in this Addendum and the Franchise Agreement, whether written or verbal, other than as

contained within the executed Addendum and the Franchise Agreement, are void and have no force and effect. In order to be binding between the Parties, any subsequent modifications must be in writing signed by the Parties.

12. Further Assurance. Each of the parties will, upon reasonable request of the other, sign any additional documents necessary or advisable to fully implement the terms and conditions of this Addendum.

13. No Further Changes. Except as specifically provided in this Addendum, all of the terms, conditions, and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed. In the event of any inconsistency between the provisions of the Franchise Agreement and this Addendum, the terms of this Addendum shall control.

14. Counterparts. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties duly executed this Addendum as of the date first above written.

FRANCHISOR:	**FRANCHISEE:**
ABU OMAR HALAL FRANCHISE LLC, a Texas limited liability company	[FRANCHISEE ENTITY], [a(n)] [State of Formation/Incorporation] [entity type or individual]
Sign: _____	Sign: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

EXHIBIT I

FRANCHISE DISCLOSURE QUESTIONNAIRE

(This questionnaire is not to be used for any franchise sale in or to residents of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin)

As you know, Abu Omar Halal Franchise LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement and Area Development Agreement, if applicable, for the operation of an Abu Omar Halal franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and Area Development Agreement, if applicable.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

Do not sign this Questionnaire if you are a resident of Maryland or the franchise is to be operated in Maryland.

l.	Yes__	No__	Have you received and personally reviewed the Franchise Agreement and Area Development Agreement, if applicable, and each attachment or exhibit attached to it that we provided?
2.	Yes__	No__	Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?
3.	Yes__	No__	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4.	Yes__	No__	Do you understand all the information contained in the Franchise Disclosure Document and Area Development Agreement, if applicable?
5.	Yes__	No__	Have you reviewed the Franchise Disclosure Document and the Franchise Agreement (and Area Development Agreement, if applicable) with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
6.	Yes__	No__	Do you understand the risks of developing and operating an Abu Omar Halal Franchise?
7.	Yes__	No__	Do you understand the success or failure of your Abu Omar Halal Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?

8. Yes__ No__ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement and Area Development Agreement, if applicable, must be arbitrated in Texas, if not resolved informally or by mediation (subject to state law)?

9. Yes__ No__ Do you understand that you must satisfactorily complete the initial training program before we will allow your Abu Omar Halal Franchise to open or consent to a transfer of the Abu Omar Halal Franchise to you?

10. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating an Abu Omar Halal Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

11. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise agreement and Area Development Agreement, if applicable, and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an Abu Omar Halal Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

13. Yes__ No__ Do you understand that the Franchise Agreement and Area Development Agreement, if applicable, including each attachment or exhibit to the Franchise Agreement and Area Development Agreement, if applicable, contains the entire agreement between us and you concerning the Abu Omar Halal Franchise?

14. Yes__ No__ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Signature of Franchise Applicant	Signature of Franchise Applicant

Name (please print)	Name (please print)
Date	Date

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

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EXHIBIT J

STATE EFFECTIVE DATES

State Effective Dates

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

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

State	Effective Date
California	December 19, 2025
Illinois	December 16, 2025
Maryland	Pending
Michigan	July 28, 2025
Rhode Island	December 5, 2025
Washington	Pending
Wisconsin	November 26, 2025

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.

EXHIBIT K

RECEIPTS

RECEIPT
(Retain This Copy)

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

If Abu Omar Halal Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Abu Omar Halal Franchise LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Abu Omar Halal Franchise LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Abu Omar Halal Franchise LLC 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, DC 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Mohammad Omar Altawaha, 2603 Augusta Drive, Unit 175, Houston, Texas 77057, (855) 228-6277, Ext. 1
Rami Alkhatib, 2603 Augusta Drive, Unit 175, Houston, Texas 77057, (855) 228-6277, Ext. 1

Issuance Date: June 19, 2025, as amended November 14, 2025

I received a disclosure document issued June 19, 2025, as amended November 14, 2025 which included the following exhibits:

Exhibit A	List of State Administrators and Agents for Service of Process
Exhibit B	Financial Statements
Exhibit C	Franchise Agreement
Exhibit D	Area Development Agreement
Exhibit E	List of Current and Former Franchisees/Area Developers
Exhibit F	Franchise Operations Manual Table of Contents
Exhibit G	State Addenda and Agreement Riders
Exhibit H	Contracts for use with the Abu Omar Halal Franchise
Exhibit I	Franchise Disclosure Questionnaire
Exhibit J	State Effective Dates
Exhibit K	Receipt

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

RECEIPT
(Our Copy)

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

If Abu Omar Halal Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Abu Omar Halal Franchise LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Abu Omar Halal Franchise LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Abu Omar Halal Franchise LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency identified on Exhibit A.

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Exhibit J	State Effective Dates
Exhibit K	Receipt

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

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Please sign this copy of the receipt, date your signature, and return it to Abu Omar Halal Franchise LLC, 2603 Augusta Drive, Unit 175, Houston, Texas 77057.