FRANCHISE DISCLOSURE DOCUMENT

B NUTRITIOUS FRANCHISE, LLC
a Nevada limited liability company
2780 S. Jones Blvd., #200-3114
Las Vegas, Nevada 89146
Telephone: (~~510) 858-1508~~940) 290-0958
E-mail: franchise@bnutritiousmeals.com
www.bnutritiousmeals.com

As a B Nutritious franchisee, you will operate a brick-and-mortar ~~meal preparation agency~~restaurant that engages in meal preparation and catering.

The total investment necessary to begin operation of a B Nutritious franchised business ranges from $233,700 to $476,300. This includes $35,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of an Area Development Business for 3-5 outlets ranges from $303,700 to $581,300. This includes $70,000 to $105,000 that must be paid to the franchisor or affiliate. You may purchase the right to open additional outlets for a development fee of $17,500 for each additional outlet at the time you sign the Area Development Agreement. If you purchase the right to open additional outlets, a reduced initial franchise fee of $17,500 must be paid for each additional outlet opened under the Area Development Agreement.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Brian Nguyen, 2780 S. Jones Blvd., #200-3114, Las Vegas, Nevada 89146; (~~510) 858-1508~~940) 290-0958; franchise@bnutritiousmeals.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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 be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: ~~May 17, 2021~~

April 18, 2022

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 G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F 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 B Nutritious™ 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 B Nutritious™ franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement and area development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Nevada. 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 Nevada than in your own state.

2. **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.

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.

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.

MICHIGAN ADDENDUM
TO THE DISCLOSURE DOCUMENT

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:

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and 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 term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

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

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

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

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to: (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards; (ii) The fact that the proposed transferee is a competitor of the franchisor or 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 obligation to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

At your option, in the event that our most recent financial statements are unaudited and show a net worth of less than $100,000.00 then we will, at your request, arrange for the escrow of your initial investment and other funds paid by you until our obligations to provide real estate, improvements, equipment, inventory, training, or other items included in this franchise offering are fulfilled.

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 Department of the Attorney General's Office, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 525 W. Ottawa Street, Lansing, Michigan 48913; telephone number (517) 373-7117.

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

FRANCHISE DISCLOSURE DOCUMENT
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ITEM 1. THE FRANCHISOR, AND ANY PARENT, PREDECESSORS, AND AFFILIATES

The Franchisor and its Affiliates

The franchisor is B NUTRITIOUS FRANCHISE, LLC. For ease of reference in this disclosure document, B NUTRITIOUS FRANCHISE, LLC is referred to as "we," "us," or "our" and the person who is considering the franchise is referred to as "you" or "your." If you are a corporation, limited liability company, partnership or other legal entity ("legal entity"), certain provisions of the franchise agreement and any related agreements will apply to your shareholders, members, partners, officers, managers and directors ("principals").

We are a Nevada limited liability company that was formed on May 14, 2018. Our principal business address is 2780 S. Jones Blvd., #200-3114, Las Vegas, Nevada 89146. We do business under the name "B NUTRITIOUS" and other trademarks we designate (the "Marks").

We began offering franchises in August 2018. We have not previously offered franchises in any other line of business, nor do we operate any businesses under the Marks. We do not conduct any business activities other than franchising.

Exhibit B contains our agents for service of process.

Our Affiliate, BNutritious LLC, is a California limited liability company formed on February 18, 2015, and has a primary business address of 18053 Magnolia St., Fountain Valley, California 92708. Our affiliate has owned a B Nutritious restaurant located at 18053 Magnolia St., Fountain Valley, California 92708 since October 2016. They owned a B Nutritious restaurant at 3311 Tyler Avenue, EL Monte, California from February 2015 until November 2020 when they sold this location to a franchisee. Our Affiliate does not engage in any other line of business and has not offered franchises in this line or any other line of business.

We do not have any parent. We do not have any predecessors. Other than as stated above, we do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

The Franchise Offered

We offer franchises for a fast-casual restaurant and meal preparation agency (meal preparation and catering) under the trademark and trade name B NUTRITIOUS (each, a "B Nutritious Business"). If you purchase a franchise, you will be the owner of the franchised business, with staff to assist in the operations of the business. Additional staff may be employed as your business grows. B Nutritious Businesses are operated under a system that includes our valuable know-how, information, trade secrets, training methods, Operations Manual, standards, designs, trademark usages, copyrights, sources and specifications, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of Placement Agencies, all of which may be changed, improved, and further developed from time to time (the "System").

You will operate your B Nutritious Business at your own facility. Each B Nutritious Business will typically be conducted through a retail restaurant location that is located in or close to an indoor or outdoor retail center or mall that has easy access to highways or major thoroughfares and adequate parking. You must operate the franchised business according to our standards and specifications and sign our standard franchise agreement ("Franchise Agreement").

Your B Nutritious Business must offer the products and services we authorize and require you to offer. We reserve the right to add, modify, or delete any services or products that you must offer or sell at your B Nutritious Business at any time upon written notice to you in our sole discretion. You must also obtain all necessary permits, licenses and approvals to operate your B Nutritious Business.

Area Development Agreement

We also offer an Area Development Agreement. Under this program, we identify and assign a development territory (the "Development Protected Area") where you must open and operate a minimum of 3 B Nutritious Businesses on a schedule you and we agree upon. The Development Protected Area may be 1 city, 1 or more counties, or some other geographically-defined area. You would sign an Area Development Agreement (Exhibit E), which will describe your Development Protected Area and your Development Schedule.

For each B Nutritious Business you open under an Area Development Agreement, promptly after we accept the site for the B Nutritious Business, you will sign a separate Franchise Agreement on our then-current form. Each then-current franchise agreement may contain materially different terms from the franchise agreement included in this offering.

Market and Competition

The market for B Nutritious services is well-developed. The products and services offered by a B Nutritious Business are intended primarily for personal consumption by the general public and are principally targeted at residential customers of all income levels and corporate accounts for individual meals and catering. Business is year-round though you may find seasonal fluctuation in summer months or around holidays. You will compete with many businesses offering restaurant delivery services similar to those offered by a B Nutritious business, as well as online meal preparation subscription services and local, national, and international chain fast-casual restaurants with healthier food options.

As of the issuance date, we expect that the COVID-19 pandemic will cause a decrease in the demand for, or availability of, our products. We do not yet know how much demand will drop, or whether our franchisees will be restricted from operating for any length of time. As a result, there is some uncertainty about the general market for our services during and after any quarantine, shelter-in-place, or shutdown ordered by local, state, or federal government.

Industry Specific Regulations

In addition to laws and regulations that apply to businesses generally, your Restaurant will be subject to various federal, state and local government regulations, including those relating to site location and building construction, such as the Americans with Disabilities Act. Some jurisdictions have passed laws that require businesses to pay their employees a higher minimum wage than what is required under federal law, which laws may disproportionately affect franchised businesses.

You must comply with all local, state and federal laws applicable to restaurants, including licensing, health, sanitation, menu labeling, smoking, safety, fire and other matters, and food and safety regulations. Some jurisdictions may require franchisees to obtain restaurant, business, occupational, food products, health, and miscellaneous licenses. Various federal and state agencies, including the U.S. Food and Drug Administration and the U.S. Department of Agriculture, and state and local health agencies have regulations for the preparation of food and the condition of restaurant and commissary kitchen facilities. The Clean Air Act and state implementing laws may also require certain geographic areas to attain and maintain certain

air quality standards for ozone, carbon monoxide and particulate matters. As a result, businesses involved in commercial food preparation may be subject to caps on emissions.

ITEM 2. BUSINESS EXPERIENCE

CEO – Brian Nguyen

Mr. Nguyen has served as our CEO since our inception in May 2018. Mr. Nguyen has served as CEO of our Affiliate, BNutritious LLC in Fountain Valley, California, since February 2015.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

Initial Franchise Fee

You must pay us, upon signing the franchise agreement, a $35,000 initial franchise fee ("Initial Franchise Fee") to own and operate a B Nutritious Business. These fees are uniform, are fully earned when the franchise agreement is signed, and are non-refundable.

Area Development Program

If you sign an Area Development Agreement ("ADA") and become an area developer, you will pay us the Initial Franchise Fee of $35,000 for your first franchise and a development fee ("Development Fee") based on the number of B Nutritious Businesses to be developed. You would be required to open a minimum of three B Nutritious Businesses if you sign an ADA. The number of B Nutritious Businesses required by the Development Schedule will be determined by a number of factors, such as the size of the Development Area, the population of the Development Area, and your financial capacity and expertise in developing businesses.

The Development Fee for each B Nutritious Business that you develop will be $17,500 in addition to a reduced Franchise Fee of $17,500 when each subsequent franchise agreement is signed. You will be required to sign our then-current Franchise Agreement for each B Nutritious Business. The Development Fee is paid in a lump sum at the time the ADA is signed, is uniform to all developers currently acquiring development rights, is not refundable and will not be credited against any other fees paid to us or our affiliates. We base our qualifications on whether or not we will also offer you the opportunity to become an area developer based on your financial resources, your experience in the industry, your business experience, as well as your marketing and sales plans.

Initial Training Fee

We do not charge an additional fee to provide our initial training to you or your manager, if you are a business entity. However, if your manager fails to complete the initial training program to our reasonable

satisfaction, and if you are permitted to select a substitute manager, we will charge a fee of $250 per person for each day of training we provide to train the substitute manager at our location, or our the then-current fee for additional training (whichever is greater). If training is provided at your location, you would also be required to pay hotel, airfare and other expenses for our trainer in addition to the amount charged for proving the training.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee[1]	5% of Gross Revenue	Due monthly by the 10th of the month for the previous month.	"Gross Revenue" means all of your revenue from operating your B Nutritious Business, but excluding taxes collected from customers and paid to taxing authority, and reduced by the amount of any documented refunds, credits, allowances, and chargebacks made in good faith.
National Advertising and Development Fund	~~Currently none, but may be up to~~ 1.5% of Gross Revenue	Due monthly by the 10th of the month for the previous month.	See Item 11 for a detailed discussion about this Fund. FA Sec. 11.2.
Interest	The lesser of 1.5% per month or the highest commercial contract interest rate allowed by law	Amounts not received by us within (5) days after the due date shall incur late fees	Due on all overdue amounts. Interest and late charges begin to accrue on amounts not received within (5) days after the due date. FA Sec. 3.5.
Maintenance and Refurbishing of Business[2]	You must reimburse our expenses	As incurred	If, after we notify you, you do not undertake efforts to correct deficiencies in Store appearance, then we can undertake the repairs and you must reimburse us. The total amount will vary depending on the labor and material costs of any such maintenance and refurbishing, as well as any associated costs or losses we incur. FA Sec. 3.7.
Insufficient Funds Fee	$75	As incurred	Due if you have insufficient funds in your electronic depository transfer account to cover a payment, or if any other payment instrument you use is rejected for insufficient funds. FA Sec. 3.8.
Management Fee	$250 per person per day (plus other costs and expenses)	As incurred	Due when we (or a third party) manage your store after your managing owner's death or disability, or after your default or abandonment. FA Secs. 3.11 and 18.6.
National Franchise Convention Fee	$500	Annually	You must pay this fee to attend our National Franchise Convention. FA Sec. 3.12.
Renewal Fee	15% of the then-current franchise fee	At time of renewal	Payable if you wish to obtain the right to continue operating as our franchisee after the end of your initial franchise term. FA Sec. 4.2.9.

Type of Fee	Amount	Due Date	Remarks
Additional Training or Assistance	Currently, $250 per person per day if training is at our location, or $250 per person per day (plus hotel, air fare, and other expenses incurred by our trainer) if training is at your location	When training or assistance begins	We may charge you for training newly-hired personnel; for refresher training courses; and for additional or special assistance or training you need or request. For all training sessions and conferences, you must pay for your trainees' and representatives' salaries and benefits, and for their travel, lodging, and meal expenses. FA Sec. 8.4.
Audit Fee	Actual cost of audit fees, plus the underreported fees, late charges on those fees, and interest on the fees you did not pay at 1.5% per month.	Cost of inspection – when billed; Underpayment and interest – immediately.	Payable only if the audit shows an understatement greater than 2% of reported amounts. FA Sec. 12.6.
Testing of Products or Approval of new Suppliers	Not to exceed $1,000	When billed	This covers the costs of testing new products or inspecting new suppliers you propose to us. FA Sec. 13.1.5.
Insurance	Our cost of premiums, plus an administrative fee equal to 20% of the cost of the premiums.	When billed	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us. FA Sec. 15.5.
Transfer Fee[3]	The greater of $5,000 or 10% of the sale price to transfer the Franchise Agreement. $17,500 to transfer the Area Development Agreement.	At the time of transfer	No charge if Franchise Agreement transferred to an entity you control. FA Sec. 18.2(h).
Indemnification	Will vary	As incurred	Payable to indemnify us, our affiliates and owners, officers, employees, agents, successors, and assigns against all claims related to your ownership and operation of your of B Nutritious Business. FA Sec. 21.3.
Costs of Enforcement[4]	All costs, including reasonable attorneys' fees	Upon demand	You must reimburse us for all costs and attorney fees if we are the prevailing party in litigation with you. FA Secs. 22.4 and 23.11; Schedule 3; ADA Sec. 6; Appendix E.

We may require that all fees payable to us be paid through an Electronic Depository Transfer Account ("EDTA"). Even if we do not require payment through an EDTA, we reserve the right to charge you an additional fee for the use of any other payment instrument. This additional fee will cover our additional expenses from processing a non-EDTA payment to us or any third party.

Unless otherwise stated, all fees are imposed by, payable to, and collected by us. All fees paid to us are uniform and non-refundable under any circumstances once paid. Fees paid to vendors or other suppliers may or may not be refundable depending on the vendors and suppliers. All fees listed in this Item 6 are

uniformly imposed by us as to all franchisees. All fees or money that you owe to us or our affiliates must be paid by electronic transfer no later than on the date they are due.

NOTES

[1]If your Franchise Agreement is terminated, you will be required to continue Royalty payments for the remaining term of your Franchise Agreement.

[2] Maintenance and Refurbishment: We may charge you certain maintenance and refurbishment fees for any work we perform on your behalf to repair or otherwise improve your franchise location, including any such repairs or improvements made on our own initiative if you refuse to complete any requested maintenance or refurbishment. The total amount of the maintenance and refurbishment fees that you pay us will vary depending on the labor and material costs of any such maintenance and refurbishing, as well as any associated costs or losses we may incur due to your failure to maintain or refurbish the location in accordance with our requests.

[3]Transfer Fee: The term "transfer" means any of the following: the sale of 20% or more of the assets of your franchise; the sale, assignment, or conveyance of 20% or more of your stock, membership interest, membership units, or partnership units of your franchise to any third party; or the placement of your assets, stock, membership interest, partnership units, or membership units of your business into a business trust.

[4]Cost of Enforcement: If we prevail in any action against you to secure or protect our rights under the Franchise Agreement, or to enforce the terms of the Franchise Agreement, we will be entitled to recover from you reasonable attorneys' fees and court costs. If we become a party to any action or proceeding concerning the Franchise Agreement, or any agreement between us and you, or your B Nutritious Business, as a result of any claimed or actual act, error or omission of you or your B Nutritious Business, then you will be liable for our reasonable attorneys' fees incurred by us in the action or proceeding.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT (SINGLE FRANCHISE)

Type of Expenditure	Amount (Low-High Range)	Method of Payment	When Due	To Whom Payment is to Be Made
Initial Franchise Fee	$35,000	Lump sum	Upon signing your Franchise Agreement	To us
Real Estate Rent Deposits and Pre-Paid Expenses[1]	$5,000 - $10,000	As arranged	As incurred	To third party
Travel and Living Expenses While Training	$2,000 - $3,000	As arranged	As incurred	To third party
Furniture, Fixtures, and Décor[2]	$5,000 - $15,000	As arranged	As incurred	To third party
Construction of Leasehold Improvements[3]	$100,000 - $220,000	As arranged	As incurred	To third party

Type of Expenditure	Amount (Low-High Range)	Method of Payment	When Due	To Whom Payment is to Be Made
Inventory and Supplies	$3,500 - $5,000	As arranged	As incurred	To third party
Business Licenses and Permits	$2,000 - $8,000	As arranged	As incurred, before lease signing	To third party
Insurance (3 months)	$200 - $300	As arranged	As incurred	To third party
Grand Opening Advertising	$2,000 - $5,000	As arranged	As incurred	To third party
Architectural/ Engineering	$5,000 - $10,000	As arranged	As incurred	To third party
Equipment, TV, Cameras, and other Supplies	$50,000 - $120,000	As arranged	As incurred	To third party
Computer and POS System	$5,000 - $7,000	As arranged	As incurred	To third party
Signage	$3,000 - $5,000	As arranged	As incurred	To third party
Accountant and Attorney Fees	$1,000 - $3,000	As arranged	As incurred	To third party
Additional Funds (3 months)[4]	$15,000 - $30,000	As arranged	As incurred	To third party
Total Estimated Initial Investment[5]	**$233,700 - $476,300**			

YOUR ESTIMATED INITIAL INVESTMENT (AREA DEVELOPMENT AGREEMENT)

Type of Expenditure	Amount (Low-High Range)	Method of Payment	When Due	To Whom Payment is to Be Made
Initial Franchise Fee	$35,000	Lump sum	Upon signing	To us
Area Development Fee[6]	$70,000 - $105,000	Lump Sum	Upon signing	Us
Real Estate Rent Deposits and Pre-Paid Expenses[1]	$5,000 - $10,000	As arranged	As incurred	To third party
Travel and Living Expenses While Training	$2,000 - $3,000	As arranged	As incurred	To third party
Furniture, Fixtures, and Décor[2]	$5,000 - $15,000	As arranged	As incurred	To third party

Type of Expenditure	Amount (Low-High Range)	Method of Payment	When Due	To Whom Payment is to Be Made
Construction of Leasehold Improvements[3]	$100,000 - $220,000	As arranged	As incurred	To third party
Inventory and Supplies	$3,500 - $5,000	As arranged	As incurred	To third party
Business Licenses and Permits	$2,000 - $8,000	As arranged	As incurred, before lease signing	To third party
Insurance (3 months)	$200 - $300	As arranged	As incurred	To third party
Grand Opening Advertising	$2,000 - $5,000	As arranged	As incurred	To third party
Architectural/ Engineering	$5,000 - $10,000	As arranged	As incurred	To third party
Equipment, TV, Cameras, and other Supplies	$50,000 - $120,000	As arranged	As incurred	To third party
Computer and POS System	$5,000 - $7,000	As arranged	As incurred	To third party
Signage	$3,000 - $5,000	As arranged	As incurred	To third party
Accountant and Attorney Fees	$1,000 - $3,000	As arranged	As incurred	To third party
Additional Funds (3 months)[4]	$15,000 - $30,000	As arranged	As incurred	To third party
Total Estimated Initial Investment[11]	**$303,700 - $581,300**			

NOTES

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your B Nutritious Business. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing from third parties depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and the lending policies of financial institutions from which you request a loan.

The factors underlying our estimates may vary depending on a number of variables, and the actual investment you make in developing and opening your B Nutritious Business may be greater or less than the estimates given depending upon the location of your franchise, and current relevant market conditions. Payments you make to us and our affiliates are not refundable under any circumstances. We do not know whether any of the money you pay to third parties will be refundable.

[1] Real Estate. We anticipate that you will rent your B Nutritious Business premises. It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for your B Nutritious Business already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Because of the numerous variables that affect the value of a particular piece of real estate, this estimated initial investment table does not reflect the potential cost of purchasing real estate. We recommend a location with 1,500 to 2,500 square feet.

[2] Fixtures, Furniture, and Décor. The furniture, fixtures, and décor necessary for the operation of your B Nutritious Business includes all furniture, sinks, tables, display cases, tables, refrigerators, smallwares, and miscellaneous other kitchen items, many of which may be leased, and all interior and exterior signs that may or may not bear the proprietary Marks licensed to you by us. Does not include freight or installs. Based on where the location is geographically, the number will vary.

[3] Leasehold Improvements. The cost of leasehold improvements depends upon the condition and size of the leasehold, the local cost of contract work and the location of the Franchise. The estimated figures include remodeling walls, ceilings, floors, and other construction including electrical, plumbing and carpentry work. This amount will vary based on local conditions, including the availability and prices of labor and materials (estimate is based upon non-union labor); the site's condition, configuration, location, and size; the demand for the site among prospective lessees; the site's previous use; county or city building application and inspection fees; county, city, or state codes; the cost to access existing plumbing; and any construction or other allowances the landlord grants. Tenant improvement allowances, if any, paid to you may defray a portion of build-out costs. These amounts do not reflect costs for the construction of a free-standing B Nutritious Business, which also would result in a significantly greater initial investment.

All construction costs and contracts will be negotiated directly between the contractor, other contractors and yourself. These costs may vary substantially based on local conditions, time of year, or availability of labor and materials. They may also vary greatly depending on the terms of your lease and the amount of costs to be incurred by the landlord.

[4] Additional Funds. Additional funds is an estimate of the funds needed to cover pre- and post-opening expenses including sales taxes, recruitment, on-site training expenses, payroll processing, janitorial services as well as additional operating capital for other variable costs (e.g., electricity, telephone, Internet service, Internet setup, etc.), paper, office supplies, cleaning, cellular telephones, and other supplies. Additional funds are also an estimate of the monies you will need on hand during the initial phase of Business operations. This estimate also includes the estimated cost of salaries for your employees, but does not include an estimated salary for you.

In compiling this chart, we relied on our and our affiliate's experience as operators (since February 2015) of a B Nutritious Business in El Monte, California that is similar to the franchise being offered to you. Our estimates are based on our and our affiliate's experience in building, developing, and operating that restaurant.

[5] Figures May Vary. This Estimated Initial Investment Item 7 includes our estimates of your initial startup expenses and funds for additional inventory and additional funds for the operation of your B Nutritious Business. These expenses include payroll costs, but assume that you will not draw a salary. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your B Nutritious Business. Your costs will depend on factors such as: how closely you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market demand for your product; the prevailing wage rate; competition; and the sales level reached during the initial period. You should conduct your own independent investigation of the costs of opening a B

Nutritious Business in the geographic area in which you intend to open your B Nutritious Business. Additional funds for the operation of your B Nutritious Business will be required after the first three months of operation if sales produced by your B Nutritious Business are not sufficient to produce positive cash flow. You should also review the figures listed in this Item 7 carefully with a business advisor before making any decision to purchase a B Nutritious Business.

[6] Area Development Fees. The Area Development Agreement total initial investment is computed by taking the total amount required to open a single B Nutritious Business and adding the Development Fee for two more units for the low number, and for four more units for the high number. You may purchase the right to develop additional units for $17,500 each. There is no maximum number of B Nutritious Businesses we will agree to permit you to develop under the Area Development Agreement, depending on our evaluation of your experience and capital. The estimate does not include the build-out of any B Nutritious Business other than the first one, you will not be required to pay an Initial Franchise Fee for any additional units if you enter into an Area Development Agreement.

ITEM 8. RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

To help ensure a uniform image and uniform quality of products and services throughout the System, you must maintain and comply with our quality standards. Any required standards exist to protect our interest in the System and the Marks and not for the purpose of establishing any control, or the duty to take control, over those matters that clearly are reserved to you. We publish our standards, specifications, policies, and procedures in our confidential operations manuals, our training videos, and other documents (collectively, the "Operations Manual") that we will loan to you.

Approved and Designated Suppliers

We will provide you with a list of approved manufacturers, suppliers and distributors ("Approved Suppliers List") and approved equipment, signs, stationery, supplies and other items or services necessary to operate your B Nutritious Business ("Approved Supplies List"). From time to time we, our affiliate or a third party vendor or supplier, may be the only approved supplier for certain products. The Approved Supplies List also may include other specific products without reference to a particular manufacturer, or they may designate the specifications and/or standards for other approved products. We may revise the Approved Suppliers List and Approved Supplies List. We give you the approved lists as we deem advisable.

Except for instances where we designate a single source supplier, if you wish to purchase any products or services for which we have established approved suppliers from an unapproved supplier, you may request our consent in writing and we will be required to consider your request. The procedure for submitting a request will be outlined in the Operations Manual. We will require you to reimburse us for our reasonable costs incurred with respect to evaluating a supplier or product for which you request our approval, which will not exceed $1,000. We will have a reasonable time (usually thirty (30) days) to conduct our evaluation before we render a decision. If we request, you must submit samples and other information as we require for testing or to otherwise determine whether the product, material or supply, or the proposed supplier meets our specifications and quality and safety standards. We may re-inspect the facilities and products of any supplier or item and revoke our approval of any supplier or item that fails to continue to meet any of our criteria. We will send written notice of any revocation of an approved supplier or item.

We apply the following general criteria in approving a proposed supplier: (1) quality of the products or items; (2) ability to make product in conformity with our specifications; (3) reputation and integrity of supplier; (4) financial condition and insurance coverage of the supplier; (5) payment terms; (6) delivery schedule; (7) conformity with local and national health laws; and (8) pricing. We do not make our specific

criteria for selecting approved suppliers available to our franchisees, nor do we make our specifications known to suppliers.

Required Purchases or Leases

A list of the materials that you can, or will be required to, purchase from suppliers approved by us, and the names of those approved suppliers, will be listed in our Operations Manual. Other than the advertising and marketing items, neither we nor our affiliates are approved suppliers for products or services, but we reserve the right to become approved suppliers, or the only approved suppliers, of them in the future.

Advertising and Marketing

You must use advertising material from us, a vendor that we designate, or we must approve the advertising in writing, prior to its use.

Music Subscription

You must pay for a monthly subscription to a music streaming service for your B Nutritious Business. We and our affiliates are not currently approved suppliers for this service.

Architectural and Engineering Services

You must purchase architectural and engineering services to assist in your build out. You may purchase these services from any qualified vendor.

Computer Hardware, Software, and POS System

You must purchase computer hardware and software designated by us from our designated suppliers, which will include certain software. Upgrades to the system may be required periodically. The required list of hardware and software is more specifically described in Item 11. We and our affiliates are not currently approved suppliers for these items.

Equipment, TV, Cameras, and other Supplies

We require you to purchase a premises surveillance system for your B Nutritious Business from our approved supplier(s), which system must be connected to the Internet so that we can view it 24 hours a day, 7 days a week, and you must ensure that we have unfettered access to the system. We and our affiliates are not currently approved suppliers of the premises surveillance system.

Furniture, Fixtures, and Décor

You must purchase furniture, fixtures, and décor from a supplier that we designate or subject to our specifications. We and our affiliates are not currently approved suppliers for these items.

Insurance

You must obtain and carry, at your expense, insurance policies that we periodically require protecting you and us. All insurance policies must name us as an additional insured party with wavier of subrogation. We and our affiliates are not approved suppliers of the required insurance policies.

The insurance policies must include, at a minimum, the following types of coverage, in the amounts listed:

General Liability Insurance	$1,000,000	Per Occurrence
	$2,000,000	In the Aggregate
Business Property Insurance	Business Property including any Alterations and Additions insured to 100% of the total replacement cost values	Must include Windstorm and Hail coverage
Business Income/Extra Expense	Actual Loss Sustained for 12 months	
Valuable Papers and Records	$2,500	Per Occurrence
Comprehensive Crime and Employee Dishonesty Insurance	$25,000	Per Occurrence
Money and Securities	$2,500/Inside $5,000/Outside	
Flood Insurance	Limit adequate to insure building and property	

Inventory and Supplies

You must purchase inventory and suppliers from an approved supplier or pursuant to our specifications. We and our affiliates are not currently approved suppliers for these items.

Leased Location

You must purchase or lease real estate for your B Nutritious Business according to the criteria that we will make available to you in the Operations Manual. You must operate the B Nutritious Business at a location that meets our site selection requirements and that we have approved. We require you to send to us any proposed lease and information as required by us to evaluate the site for our approval before you sign the lease. You must construct and equip your B Nutritious Business according to our approved design, specifications and standards. We are not presently an approved supplier of the real estate for your B Nutritious Business, but we reserve the right to be an approved supplier of real estate in the future.

Signage

You must purchase signage pursuant to our specifications, which may include a vendor designation. We and our affiliates are not currently approved suppliers of signage.

Proportion of Required Purchases and Leases to All Purchases and Leases

We estimate that the purchase or lease of goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the B Nutritious Business, from us or our designated or approved suppliers and distributors, or those meeting our standards and specifications, will be between 65% and 85% of your total cost to establish a B Nutritious Business and between 20% and 40% of your total cost of operating a B Nutritious Business (not including amortization, depreciation, or replacement of worn or obsolete improvements, equipment, furniture, or fixtures).

Purchasing Cooperatives, Purchasing Arrangements, Rebates, Payments, and Derived Revenue

We do not have purchasing and distribution co-operatives as of the issuance date of this Franchise Disclosure Document; however, we may negotiate alternative purchase arrangements with suppliers and distributors of approved products for the benefit of our franchisees and we reserve the right to receive rebates on volume discounts from our purchase of products that we may re-sell to you. We expect that we will negotiate prices in the future for various products for the benefit of the System, but not on behalf of or for the specific benefit of individual franchisees.

We may derive revenue or other material consideration from required purchases or leases by franchisees from approved suppliers, but as of the issuance date of this Franchise Disclosure Document, we have not derived any revenue or other material consideration from any such purchases or leases. There are no caps or limitations on the maximum amount of payments we may receive from our suppliers as the result of franchisee purchases.

Our officer, Brian Nguyen, owns an equity interest in us (the franchisor) and our affiliates, and we and our affiliates are approved suppliers. We do not provide material benefits, such as renewing or granting additional franchises to franchisees, based on their use of designated or approved suppliers.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

Franchisee's Obligations	Section In Franchise Agreement	Section in Area Development Agreement	Item in Disclosure document
a. Site selection and acquisition/lease	2 and 5	2, 4	11, 12
b. Pre-opening purchases/leases	5, 13, and 15	2, 4	7, 8, 11
c. Site development and other pre-opening requirements	2, 3, 5, 8, and 10	2, 3, 4	11
d. Initial and ongoing training	8	N/A	11
e. Opening	4, 5, 11, and 13	4	11
f. Fees	3, 4, 8, 10, 11, 12, 13, 15, 18, 21, 22, and 23	3, 8, 9	5, 6, 7, 8, 11
g. Compliance with standards and policies/Manual	6, 7, 9, 10, and 13	2, 4, 6	8, 11, 14, 16
h. Trademarks and proprietary information	6, 7, and 9	6	13, 14

Franchisee's Obligations	Section In Franchise Agreement	Section in Area Development Agreement	Item in Disclosure document
i. Restrictions on products/ services offered	6 and 13	N/A	8, 16
j. Warranty and customer service requirements	13	N/A	16
k. Territorial development and sales quotas	N/A	4	12
l. Ongoing product/service purchases	13	N/A	8, 11
m. Maintenance, appearance & remodeling requirements	3, 10, and 13	N/A	6
n. Insurance	15	N/A	6, 7, 8
o. Advertising	11	N/A	6, 7, 8, 11
p. Indemnification	21	10	6
q. Owner's participation/ management/staffing	8 and 13	N/A	15
r. Records and reports	12	N/A	11
s. Inspections and Audits	6 and 12	N/A	6, 11, 13
t. Transfer	18 and 19; Schedule 1	9	6, 17
u. Renewal	4; Schedule 1	N/A	17
v. Post-termination obligations	17, Schedule 2	8	17
w. Non-competition covenants	7, 9, and 17; Schedule 2	6, 8	17
x. Dispute resolution	23, Schedules 2, 3	10	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, B Nutritious Franchise LLC is not required to provide you with any assistance.

Pre-Opening Assistance. Before you open your B Nutritious Business, we will provide the following initial services:

1. We do not select the site for your B Nutritious Business, but we will not unreasonably withhold our acceptance of a site that meets our requirements. We must approve or disapprove your site within a reasonable time after we receive from you notice of the site's location. We describe the site selection process later in this Item. (Franchise Agreement, Article 2)

2. If you have an Area Development Agreement, we will approve the location of future B Nutritious Businesses and any protected areas for those B Nutritious Businesses when you begin developing them on a case-by-case basis. Our then-current standards for sites and protected areas will apply. (Area Development Agreement, "Development Schedule")

3. If you lease the location for your B Nutritious Business, we will review your proposed lease and approve or reject it based on its adherence to our requirements. We will complete our review of your lease as soon as practicable, but in no event longer than fifteen (15) days after we receive it from you. (Franchise Agreement, Article 5)

4. Provide an initial training program. This training does not include any professional licenses, certification, or other training you must possess and/or complete before you can operate the Franchised Business. We describe the initial training program later in this Item. (Section 8.1 of the Franchise Agreement).

5. Provide to you opening assistance and guidance to assist you with any questions you may have in operating and establishing the Franchised Business. (Section 8.2 of the Franchise Agreement).

6. Provide to you, on loan, one copy of the B Nutritious Operations Manual or provide you with access to an electronic copy of the Operations Manual. The Table of Contents of the Operations Manual, along with number of pages devoted to each section, is included as Exhibit D to this Disclosure Document. We describe the Operations Manual later in this Item. (Section 9.1 of the Franchise Agreement).

7. Provide assistance and guidance in establishing prices for products and services. Our Operations Manual provides a list of minimum and maximum prices for the sale of the products and services to be offered by you. (Section 9 and 13 of the Franchise Agreement).

8. Provide assistance with acquiring equipment, signs, fixtures, opening inventory, and supplies by providing written specifications for all supplies, lists of our preferred vendors, and negotiated pricing, but we do not order, deliver, or install any of them for you or on your behalf. (Section 8.2 of the Franchise Agreement).

Site Selection

We do not select the location of your B Nutritious Business. We generally do not own the premises or lease it to you. Finding a suitable location that conforms to local ordinances, building codes, and our guidelines

is your responsibility. However, we will provide you with guidance regarding our standards for selecting a site, and you are required to obtain our approval for any site you choose.

You select the site of your B Nutritious Business within the Protected Area provided in the Franchise Agreement. We will either accept or reject the site in our sole discretion. If we accept a location submitted by you, we will enter it on Addendum 1 of your Franchise Agreement. Acceptance by us of a location is conditioned upon our determination, in our judgment, that the site that you have submitted for your B Nutritious Business is within your Protected Area and is a suitable site based upon criteria we establish from time to time. You must obtain our approval of a site no later than 4 months after you sign the Franchise Agreement. You must have a fully-executed lease for a location that we have approved no later than six (6) months after you sign the Franchise Agreement.

We must determine that your proposed location meets or exceeds our standards, but our acceptance does not ensure that your B Nutritious Business will be profitable at the approved location. We will either accept or reject the site in our sole discretion. We evaluate each proposed site and accept or do not accept each one on a case-by-case basis. The factors that we consider to approve your site(s) include (but are not limited to) general location and neighborhood. demographics and population density; educational background of neighboring daytime and nighttime populations; estimates regarding future population growth; daytime population versus nighttime population; visibility; traffic patterns, access, and parking; size; physical characteristics of any existing buildings; median, mean, and per capita household income; lease terms; local competition; and proximity to businesses as well as density of business population.

We will approve or disapprove your proposed site within 15 days after you present the information described above to us. If you and we disagree about the proposed location, you must locate another acceptable site for your B Nutritious Business and repeat the process. If you fail to open and begin operating your B Nutritious Business within ~~180 days~~twelve (12) months of the day you and we sign the Franchise Agreement, we have the right to terminate the Franchise Agreement. If we terminate the Franchise Agreement for this reason, we will not refund any portion of the initial franchise fee you paid us. (Section 5.4 of the Franchise Agreement).

Time to Open.

We estimate that there will be an interval of time of 140 to 160 days between the execution of the Franchise Agreement and the opening of your B Nutritious Business. The factors that may affect this length of time include obtaining a satisfactory site; the type of site (e.g., an existing vanilla shell structure or a build-to-suit pad); remodeling and decorating the site; obtaining our approval of revisions to architectural and other design plans that vary from our standard plans; time for obtaining building permits; zoning and local ordinances; weather conditions; materials shortages; hiring as needed; obtaining financing arrangements; and delayed installation of equipment, fixtures and signs. If you fail to open and begin operating your B Nutritious Business within ~~180 days~~12 months of the day you and we sign the Franchise Agreement, we have the right to terminate the Franchise Agreement. If we terminate the Franchise Agreement for this reason, we will not refund any portion of the initial franchise fee you paid us. (Section 5.4 of the Franchise Agreement).

Post-Opening Obligations. During the operation of your B Nutritious Business, we will:

1. Make a representative reasonably available to provide you with individual assistance, by phone or through electronic means, during normal business hours. (Section 14.1 of the Franchise Agreement).

2. Make periodic visits to the Franchised Business to provide you with consultation, assistance, and guidance in various aspects of the operation and management of the Franchised Business. We may prepare

written reports suggesting changes or improvements in the operations of the Franchised Business and detailing deficiencies that become evident as a result of a visit. If we prepare a report, we may provide you with a copy. (Section 14.2 of the Franchise Agreement).

3. Provide you with specifications and standards, and provide general guidance through meetings, printed materials, and/or other media. (Sections 9.2 and 10.2 of the Franchise Agreement)

Post-Opening Optional Assistance. During the operation of your B Nutritious Business, we may:

4. Make available to you ongoing training as we think necessary. (Section 8.4 of the Franchise Agreement). Ongoing training programs are described later in this Item.

5. Institute, maintain and administer a central advertising account (the "Marketing Fund") for such advertising or public relations programs, as we, in our sole discretion, may deem appropriate to promote B Nutritious Businesses locally, regionally, or nationally. We describe the Marketing Fund later in this Item. (Section 11.2 of the Franchise Agreement)

6. Coordinate the presence of the System on the Internet, including but not limited to e-commerce, website use, social media and networking sites, and cyberspace applications. This includes all national, regional, state, and local websites regarding B Nutritious Businesses and our franchisees. We will have sole discretion and control over the design and contents of any website. For so long as you are not in default of the Franchise Agreement, we will list your B Nutritious Business location on our Internet website. We reserve the right to de-list or remove your B Nutritious Business from the website if you are not in compliance with the terms of the Franchise Agreement. We also have the right to control all use of social media and social networking sites by you that mentions or uses the Marks. (Section 11.4 of the Franchise Agreement)

7. Periodically make changes to the products that we authorize and require you to sell at your B Nutritious Business. (Section 13.1 of the Franchise Agreement)

There is no specified date or period of time for us to complete our obligations stated above. Other than those mentioned above, we do not provide other supervision, guidance, or services during the operation of your B Nutritious Business.

Advertising

Grand Opening Advertising

In connection with your grand opening, you must spend a minimum of $2,000 on local advertising and promotion, which will be separate from and in addition to the marketing fees and requirements described in this Item 11. We will determine the exact minimum amount of your grand opening advertising requirement depending on the size of the market in which your B Nutritious Business will be located. We will provide you with guidance for conducting grand opening advertising, and we will review and approve the materials you use in your grand opening advertising. (Section 11.3 of the Franchise Agreement)

Local Advertising.

We require you to spend, on a monthly basis, an amount we designate up to one percent (1.5%) of your Gross Revenue on your local advertising and marketing efforts. All of your advertising, promotion, and marketing must be completely clear, factual, and not misleading, and must conform to both the highest

standards of ethical advertising and marketing and the advertising and marketing policies that we periodically require. Before you use them, you must send us or our designated agency, for review, samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved. If you do not receive written disapproval from us within fifteen (15) days after we receive the materials from you, you must resubmit them to us. If you do not receive a written response from us within seven (7) days of the day you resubmit them to us, they are deemed to be approved. You may not use any advertising, promotional, or marketing materials that we have not approved or that we have disapproved (Section 11.1 of the Franchise Agreement). We are not required to spend any amounts on advertising in your Protected Area.

Marketing Fund

~~We reserve the right to create~~We have created a fund for marketing the System, the Marks, and B Nutritious Businesses, which we call the Marketing Fund (the "Marketing Fund"). ~~At our option, we can require you~~You are required to pay us on a monthly basis a continuing Marketing Fund Fee. Your Marketing Fund Fee will be an amount we designate~~ up to one and~~; currently, it is one-half percent (1.5%) of your monthly Gross Revenue. The fees you pay to the Marketing Fund are not refundable. We will notify you at least thirty (30) days before we change, or begin collecting, these amounts.

Your contribution to the Marketing Fund will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Marketing Fund, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. B Nutritious Businesses owned by us are not required to contribute to the Marketing Fund on the same basis as franchisees.

The Marketing Fund will be administered by us, our affiliate, or designees, at our discretion. We may use a professional advertising agency or media buyer to assist us. The Marketing Fund may be commingled with our operating account and may not be in a separate bank account, commercial account or savings account.

We have complete discretion on how the Marketing Fund will be utilized, except that we must use the money in the Marketing Fund for marketing and advertising the Marks and System. We may use any media for disseminating Marketing Fund advertisements, including direct mail, print ads, the Internet, radio, billboards, and television. We may reimburse ourselves, our authorized representatives or our affiliates from the Marketing Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other direct or indirect expenses associated with the programs funded by the Marketing Fund. We do not guarantee that advertising expenditures from the Marketing Fund will benefit you or any other franchisee directly or on a pro rata basis and we are not required to spend any of the funds from the Marketing Fund in any particular franchisee's territory. We will not use the Marketing 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 Marketing Fund or to maintain, direct or administer the Marketing Fund. Any unused funds that were collected in any calendar year will (in our sole discretion) either be refunded or applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Marketing Fund on any terms we deem reasonable.

The Marketing Fund is not audited. Upon your written request (which must be at least 90 days after the end of the previous fiscal year) we will provide to you an annual accounting for the Marketing Fund that shows

how the Marketing Fund proceeds were spent during the previous year. We did not collect or spend any Marketing Fund Contributions during our last fiscal year. (Section 11.2 of the Franchise Agreement). During our last fiscal year ended December 31, 2021, we collected $4,644.11 in Marketing fund contributions. Of the amount collected, 100% was used for media production, 0% for administration, and 0% for website development and maintenance, search engine optimization and search engine marketing.

Cooperatives; Advertising Council

We do not have advertising cooperatives. We do not have an advertising council comprised of franchisees, but we reserve the right to create one.

POS System

You must purchase and use in your B Nutritious Business a POS System meeting our requirements. The POS System will generate reports on the sales and expenses of your B Nutritious Business and will automate certain of your administrative functions. The POS System will consist of the following:

Hardware
2 iPads/Computers
2 Cash Drawers, 2 Receipt Printers, 2 Card Readers
Software
Toast POS

We estimate that the cost of purchasing or leasing the POS System, including software and labor, will be between $5,000 to $7,000. If you lease your equipment, the monthly leasing fee will depend on factors such as lease term, lease rate, down payment, residual value, creditworthiness of lease.

Neither we, nor any affiliate or third party, will be obligated to provide ongoing maintenance, repairs, upgrades or updates for the POS System. You will be responsible to upgrade or update the POS System during the term of the franchise, to ensure the system adheres to the most current software versions and software license terms. We reserve the right to require you to upgrade or update the POS System at any time. There are no contractual limitations on the frequency and cost of this obligation. We anticipate that the annual cost of maintenance will be between $1,500 and $3,000. We need not reimburse you for any of these costs.

We or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop and maintain, on your signing of a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights concerning, the software or technology.

You are required to use the POS System to record all sales at your B Nutritious Business. We have independent access to the information generated by the POS System. There are no limitations on the type of information we can access, or the times or frequency of when we access such information. No compatible equivalent component or program has been approved by us. (Section 12.5 of the Franchise Agreement).

Operations Manual

We will loan you one copy of the Operations Manual after you sign the Franchise Agreement. The purpose of the Operations Manual is to communicate to you and our other franchisees both our requirements and our suggestions for the operations of your B Nutritious Business, so that customers of the System have a uniform and quality experience across B Nutritious Business locations. The Operations Manual is not

intended to mandate how you handle employment issues with your employees, except to the extent that their conduct has a direct bearing on the System or the Marks.

We may modify the Operations Manual at any time. Its total number of pages is 119. The number of pages devoted to each topic is reflected in the Table of Contents. We will notify you if there are any changes made to the policies or procedures so that you can comply. You must update your copy of the Operations Manual, as instructed by us. We disclose the Table of Contents to the Operations Manual as Exhibit D to this Franchise Disclosure Document. (Section 9.1 of the Franchise Agreement).

Training Programs

Our initial training program typically lasts for 1 week, depending on your progress and performance. We offer the program as often as necessary to accommodate our new franchisees. The classes will be held at our (or our affiliate's) B Nutritious Business in El Monte, California, or another location we designate, and you may bring up to three (3) people to the program. We do not charge tuition or similar fees for the initial training, however, you must pay all of your expenses relate dot (Section 8.3 of the Franchise Agreement)

You must complete the initial training program approximately two weeks prior to opening your B Nutritious Business to our reasonable satisfaction, as determined by the specific program instructors listed in the training schedule below. If you do not complete the initial training program to our reasonable satisfaction, we have the right to terminate the Franchise Agreement without refunding any money to you.

The initial training program will focus on training for you. We will not train or assist in training your employees or independent contractors. You will be responsible for training your employees and independent contractors. You will be responsible for hiring, training, directing, scheduling, and supervising your employees and independent contractors in the day-to-day operations of your B Nutritious Business.

We plan to provide the training listed in the table below. The hours presented for each subject are estimates, as our training program continues to evolve. This training schedule is fully detailed in the Operations Manual and will change from time to time. The hours of training may overlap and be provided concurrently, at our discretion.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction to "B Nutritious"	4 hours	2 hours	Fountain Valley, California
Pre-Opening Marketing	2 hours	2 hours	Fountain Valley, California
Permits and Coding Compliance	2 hours	2 hours	Fountain Valley, California
Products, "Recipes" and Ingredients Review	2 hours	8 hours	Fountain Valley, California
Position Training, Customer Service and Quality Control	4 hours	20 hours	Fountain Valley, California
Regulatory Compliance	2 hours	1 hour	Fountain Valley, California
POS Training	2 hours	8 hours	Fountain Valley, California

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Administration	2 hours	4 hours	Fountain Valley, California
Personnel Management	2 hours	8 hours	Fountain Valley, California
Financial Management	2 hours	4 hours	Fountain Valley, California
Marketing, Advertising & Promotion	2 hours	2 hour	Fountain Valley, California
Totals	**26 hours**	**61 hours**	Fountain Valley, California

The principal instructional materials will consist of the Operations Manual.

Brian Nguyen currently oversees the trainings. Mr. Nguyen has operated a B Nutritious Business since February 2015. Other B Nutritious managers may participate in the training, including on-site training at our affiliate location. Also, we may periodically name additional or substituted trainers.

You will be charged for additional training, as provided for in Item 7. This initial training is in addition to the on-site opening assistance we may provide to you. Your Franchised Business must at all times either be under your day-to-day supervision as the Owner/Operator, or by an approved manager who has satisfactorily completed our training program. Additional training shall be at a cost of $250 per person per day if at our location, or $250 per person per day if the training is at your location (plus costs of travel, air fare and incidentals).

Periodically, you, your managers and/or employees must attend refresher-training programs to be conducted at a location we designate or by webinar, at our discretion. Attendance at these programs will be at your expense; however, you do not have to attend more than 2 of these programs in person in any calendar year and these programs will not collectively exceed 4 full days during any calendar year (including both in person training and webinar training). (Franchise Agreement, Section 8.4).

ITEM 12. TERRITORY

You will receive an exclusive territory called the "Protected Area."

Franchise Agreement

The Franchise Agreement specifies that we will not establish, nor license another party to establish, another B Nutritious Business under the Marks within the area identified in Section 2.4 to your Franchise Agreement (the "Protected Area"). This proximity protection will remain for the initial franchise term.

Your Protected Area will be the lesser of an area: (a) within a 2-mile radius from your B Nutritious Business or; (b) a land area with a population of 30,000 people. In determining the total population within your Protected Area, we generally consult the United States Census estimate, available via the Internet website located at quickfacts.census.gov. The Protected Area is determined once a location is chosen and approved by us, and will not be altered even if there is a population increase or decrease during the term of this Agreement. The Protected Area is not dependent upon achievement of certain revenues, number of customers, customers Franchisee retains, market penetration or any other contingency.

We must approve all proposed franchise locations even if the locations are identified by us in advance. We will enter the location we approve (the "Approved Location") in Section 2.2 of the Franchise Agreement.

After we approve your Approved Location, we will designate your Protected Area by describing it in Section 2.4. You may not conduct business at any other site other than the Approved Location.

You will operate your B Nutritious Business from one location and must receive our written consent before relocating. We will not charge you any fee for relocation. If you seek to relocate to a location that is outside of your Protected Area, we reserve the right not to approve any such relocation, and we will not consent to your relocation if it is within another franchisee's Protected Area.

You may sell and deliver products or services to customers located outside your Protected Area if, and only if, such sales of products or services are made within your Protected Area. While you must conduct your business at the primary location, you may also conduct additional activities to sell products and/or provide services (for example at promotional events, charity events, etc.), so long as such events are within your Protected Area. You may conduct business at off-site events in other geographical areas where there is not a B Nutritious Business only after providing notice to us and after obtaining our explicit written approval; however, you cannot perform Target Marketing outside of your Protected Area. "Target Marketing" means a concerted effort by a franchisee to solicit and obtain clients through any type of advertisement or marketing, directed at all or a portion of another franchisee's protected area. We will use commercially reasonable efforts to enforce this requirement regarding Target Marketing if you or any other franchisee violates it.

You may use, reference or promote your B Nutritious Business in connection with social media networks or platforms, but only with our approval and in compliance with our applicable policies. You are not permitted to have an individual website for your B Nutritious Business, but we (so long as you are in compliance with the Franchise Agreement) will list your B Nutritious Business on our System Internet web site, and we may provide you the opportunity to add some content to that site.

Your Protected Area will not be altered during the initial term of the Agreement if there is a population increase or decrease. We have the right to terminate our grant, or reduce the size, of your Protected Area if you default under the Franchise Agreement for, among other things, failing to maintain our standards or failing to pay the royalty and other fees when they become due. If during the term of the Franchise Agreement you are unable to promptly and properly service any of your customers, you must refer such customers to another franchisee, company-owned business, or directly to us. For any default of the Franchise Agreement, as an alternative to termination, we may, at our sole and absolute discretion, unilaterally modify or completely eliminate your Protected Area, effective ten (10) days after delivery of written notice to you. There are no other circumstances under which we will modify your territorial rights.

On renewal, acquiring a successor franchise, or transferring your franchise, your Protected Area may be modified. Depending on the then-current demographics of the Protected Area, and on our then-current standards for territories, if the Protected Area is larger than our then-current standard territory, we may require you or the transferee to accept a successor franchise territory or a transfer territory smaller than the Protected Area.

If you want to establish more than one franchise with us, you must submit a separate application for each such proposed franchise. You shall pay a fee for each additional acquisition mentioned in Item 5, and you must further be in compliance with all other terms and conditions of the Franchise Agreement. We must also approve the location of any additional Location as contemplated in Items 11 and 12 above.

Area Development Agreement

Under the Area Development Agreement, we grant you the right to open and operate a minimum of three B Nutritious Businesses at locations in a specified Development Area, subject to our approval when you

begin developing each B Nutritious Business on a case-by-case basis. Our then-current standards for sites and protected areas will apply. The Development Area may consist of a portion of, or all of, one or more cities, counties, states, or some other defined area. During the term of the Area Development Agreement, we will not operate or grant a license or franchise to any other person to operate a B Nutritious Business at any location within your Development Area except as stated below.

Until the termination or expiration of the Area Development Agreement, you will retain your right of exclusivity if you comply with your Development Obligation and other obligations under the Area Development Agreement. Any B Nutritious Business you develop at a Non-Traditional Location will not count towards your Development Obligation.

If you fail to meet any of your obligations under the Area Development Agreement, including the B Nutritious Business opening obligations, or commit a material breach of any agreement between you and us, we may terminate your right to further open and operate new B Nutritious Businesses in the Development Area. The termination for this reason of the right to develop your Development Area will not terminate any rights granted under the Franchise Agreements then in effect between you and us, absent a breach of the Franchise Agreement itself. As an alternative to termination, we may in our discretion modify or reduce your Development Area. After the expiration of the term of your Area Development Agreement, we may own, operate, franchise or license others to operate additional B Nutritious Businesses anywhere, without restriction, including in your Development Area, subject to the rights granted to you in the Protected Area established under any then-existing Franchise Agreement.

Under the Area Development Agreement, the continuation of your territorial exclusivity is dependent upon your compliance with your Development Obligation and other obligations under the Area Development Agreement, as described above.

Limitations on Territorial Rights Under Franchise and Area Development Agreements

Except as stated above, we and our affiliates retain all rights in the Protected Area and Development Area for engaging in any activities we deem appropriate whenever and wherever we desire, including, but not limited to the following rights:

(1) The right to establish or operate or license any other person or entity to establish other facilities, businesses, kiosks, outlets, or Internet websites under trademarks or names other than the Marks, which are not B Nutritious Businesses, inside or outside of your Protected Area or Development Area. These businesses may offer services similar to those you offer at your B Nutritious Business, but will not be operated under the Marks.

(2) The right to provide, offer and sell and to grant others the right to provide, offer and sell goods that are identical, similar to, and/or competitive with those provided at B Nutritious Businesses, whether identified by the Marks or other trademarks or service marks, through dissimilar channels of distribution (including retail stores, grocery stores, the Internet, and electronic media) both inside and outside your Protected Area or Development Area and on any terms and conditions we deem appropriate.

(3) The right to sell products and services, and to advertise products and services, using the Marks to customers located within your Protected Area or Development Area, for so long as they are not sold at or provided from locations within your Protected Area or Development Area.

(4) The right to operate, and to grant others the right to operate B Nutritious Businesses located anywhere outside your Protected Area or Development Area under any terms and conditions we deem appropriate and regardless of proximity to your Protected Area or Development Area.

(5) The right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at B Nutritious Businesses, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licenses of these businesses) are located or operating (including in your Protected Area or Development Area.). We will not, however, permit any such business located within your Protected Area or Development Area to operate under our Marks.

(6) The right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at B Nutritious Businesses, or by another business, even if such business operates, franchises, and/or licenses competitive businesses within your Protected Area or Development Area.

We are not required to pay you if we exercise any of the rights specified above within your Protected Area or Development Area.

Right of First Refusal

You will not have the right of first refusal to acquire additional franchises within your Protected Area. You will not have the right of first refusal to acquire additional franchises within your Development Area (if you have one) except as stipulated under your Development Obligation, and then only to that extent. We do not customarily grant to franchise owners options, rights of first refusal or similar rights to acquire additional franchises outside of their respective protected areas or multi-unit territories.

Other Franchise Systems

We and our affiliates have the right to operate or franchise a business under different trademarks (other than the Marks) that will sell goods or services similar to those you will offer, but as of the date of this Franchise Disclosure Document, neither we nor our affiliates have operated or franchised other businesses selling or leasing similar products or services under different trademarks.

ITEM 13. TRADEMARKS

Under the Franchise Agreement, we grant you the nonexclusive right to use our Marks in connection with the operation of your B Nutritious Business. You may also use our other current or future trademarks to operate the B Nutritious Business. We have registered, or applied to register, the following marks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

[*Marks on following page*]

MARK	REGISTRATION NUMBER	REGISTRATION DATE	PRINCIPAL OR SUPPLEMENTAL REGISTER OF THE USPTO
B NUTRITIOUS	5136218	February 7, 2017	Principal

We have filed all required affidavits and renewals.

We have a license agreement with BNutritious, LLC, the owner of the Mark, to use and sublicense the use of the Marks. The license is for 10 years with automatic renewal terms of 10 years each. The license agreement may be terminated if we are insolvent, if a trustee is appointed to administer our business, if we wind-up or sell our business or if we breach any of our duties or obligations under the license agreement. If the license agreement is ever terminated, your franchise rights will remain unaffected.

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by the franchisor. There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

We know of no infringing or prior superior uses that could materially affect the use of the Marks.

You will have the right to use all of our Marks in the operation of your B Nutritious Business. However, you must use the Marks only for the operation of your B Nutritious Business and in the manner authorized by us. You cannot use the names or Marks as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use our Marks in connection with the sale of unauthorized goods or services, or in a manner not authorized in writing by us.

You must immediately notify us in writing when you learn about any claim of infringement, unfair competition, or similar claims about the Marks. We are not required to take affirmative action when notified of these uses or claims. We have the sole right to control any administrative or judicial proceeding involving a trademark licensed by us. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorable to you.

You may not, without our written consent, in our sole discretion, commence or prosecute, or seek leave to intervene in any litigation or other proceeding, including any arbitration proceeding, in which you purport to enforce any right or recover any element of damage arising from the use or infringement of any of the Marks or unfair competition resulting from that use.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Marks, and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions for such modification, discontinuance, or substitution within a reasonable time after you receive notice from

us. You, in connection with the use of a new or modified mark, may be required, at your own expense, to remove existing signs from your B Nutritious Business, and to purchase and install new signs. We do not have to reimburse you for the costs you incur for making these changes.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

No patents are material to the franchise.

We claim copyright protection of the Operations Manual and related materials and other brand identity/marketing/advertisement/promotional materials, although such materials may not have been registered with the United States Copyright Office. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

There currently are no effective determinations of the Copyright Office (Library of Congress), or any court regarding any of the copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. There are no infringing uses actually known to us, which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend any patent, trademark, or copyright.

Improvements

If you or your employees make or acquire any improvements, including any enhancements, adaptations, derivative works, modifications or new processes ("Improvements") in the operation of your B Nutritious Business, you will grant-back exclusive rights in these Improvements to us in consideration of the grant of the franchise and without the payment of additional consideration. Improvements will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. We may include any Improvements we made or acquired in the System, including any and all intellectual property rights of ours and affiliate or services and products of the B Nutritious Business, Operations Manual and the System for use by all franchisees, us or any affiliate. You must obtain our express written consent before making any modification or derivative work.

Confidential Information

We possess certain confidential information including the methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the operation and franchising of the System (the "Confidential Information"). We will disclose certain of the Confidential Information to you during the training programs, seminars and conventions, in the Operations Manual and in guidance furnished to you during the term of the Franchise Agreement and Area Development Agreement.

The Franchise Agreement provides that you will not acquire any interest in the Confidential Information other than the right to utilize it in the development and operation of a B Nutritious Business during the term of the Franchise Agreement, and that the use or duplication of the Confidential Information in any other business would constitute unfair competition. You also agree that the Confidential Information is proprietary to us and is disclosed to you solely on the condition that you (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise and Area Development Agreements; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written

form; and (4) will adopt and implement all reasonable procedures required by us to prevent unauthorized use or disclosure of the Confidential Information, including without limitation, restrictions on disclosure of Confidential Information to employees of your B Nutritious Business.

The Operations Manual will at all times remain our property exclusively. We may revise the Operations Manual, and you must comply with each new or changed standard, although these new and changed standards will not materially affect your rights and responsibilities under the Franchise Agreement.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

Your B Nutritious Business must at all times be under your direct, day-to-day, full-time supervision. If you are a legal entity, you must have a full time, on-site Manager or Owner Operator, approved by us. Your Owner Operator must hold at least fifty-one percent of the equity interests in you. Your Manager does not need to hold an equity interest in you. You and your Owner Operator and Manager will be required to attend and successfully complete our Initial Training Program. If your Owner Operator or Manager is unable to complete (or pass) our Initial Training Program, we will require you to designate an alternative Owner Operator or Manager (as applicable) that must attend and pass the Initial Training Program. Your Owner Operator and Manager must use his or her best efforts in the operation of your B Nutritious Business.

If you have an Area Development Agreement and are a legal entity, you are required to designate one person as your Owner Operator. Your Owner Operator will be principally responsible for communicating and coordinating with us regarding business, operational and other ongoing matters concerning the Area Development Agreement and all of the B Nutritious Businesses that you develop as part of the Area Development Agreement. Your Owner Operator will have the full authority to act on your behalf in regard to performing, administering or amending the Area Development Agreement and all Franchise Agreements executed as a result of your exercising your rights under the Area Development Agreement. The Owner Operator may be the same person as an Owner Operator of one of your B Nutritious Businesses.

If you are a legal entity, then all your directors, members, partners, and/or officers and any individual that owns an interest in you or the Franchise Agreement must sign our Nondisclosure and Non-Competition Agreement assuming and agreeing to be personally responsible for all of the obligations of the Franchise Agreement, and agree to be bound by the confidentiality provisions and non-competition provisions of the Franchise Agreement and agree to certain restrictions on their ownership interests. The required Nondisclosure and Non-Competition Agreement is attached to the Franchise Agreement. You also must ensure that your Manager and any of your employees that have access to our trade secrets and confidential information each sign Nondisclosure and Non-Competition Agreement, and you must forward a copy of these signed agreements to us.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are required to offer for sale only services and products that have been approved and specified by us in the Operations Manual and any updates that are incorporated in the Operations Manual from time to time. You may not offer for sale any services or products not specifically approved by us in writing and you may not use your B Nutritious Business premises for any other purpose than the operation of a B Nutritious Business and the sale of services or products approved by us. You must offer any products and/or services that we designate as required products and/or required services in the Operations Manual. There are no limits on our ability to make changes to the services or products we require you to sell.

You may not sell products or services to customers located within another franchisee's Protected Area. You may not sell products or services from or at any location other than the location of your B Nutritious

Business. We may (but are not required to) approve you to provide catering or delivery services. In that event, you may only provide catering or delivery services within the service area we approve. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales. You may not establish an account or participate in any social networking sites or mention or discuss the franchise, us or any of our affiliates, without our prior written consent and subject to our on-line policy.

If permitted by applicable law, we may require that you participate in a gift card or other customer loyalty program in accordance with our policies and procedures. In order to participate, you may be required to purchase additional equipment and pay any fees relating to the use of that equipment. If we establish a gift card or loyalty program, we have the right to determine how the amount of the gift cards or loyalty cards will be divided or otherwise accounted for, and we reserve the right to retain the amount of any unredeemed gift cards.

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

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	FA: Section 4.1 ADA: Section 5	FA: The initial term is 10 years. ADA: Term is the date the last Location is required to be opened pursuant to the Development Schedule.
b. Renewal or extension of the term	FA: Section 4.2 ADA: N/A	FA: You have the right to renew for additional five (5) year terms. You must pay the renewal fee of 15% of the then-current franchise fee. If you do not meet the conditions, we may refuse to renew or extend the terms of your Franchise Agreement. ADA: Not applicable.
c. Requirements for franchisee to renew or extend	FA: Section 4.2 ADA: N/A	FA: You may renew the Franchise Agreement if you: have fully complied with the provisions of the Franchise Agreement; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us or any of our affiliates; are not in default of any provision of the Franchise Agreement or any other agreement between you and us; have given timely written notice of your intent to renew; sign a current Franchise Agreement, which may have different terms and conditions than your original Franchise Agreement; comply with current qualifications and agree to comply with any training requirements; sign a general release in a form the same as or similar to the General Release attached to the Franchise Agreement (subject to state law) and pay a renewal fee of 15% of the then-current franchise fee. If you seek to acquire a successor franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.

Provision	Section in Franchise Agreement	Summary
		ADA: Not applicable
d. Termination by franchisee	FA: Section 16.1 ADA: Not Applicable	FA: You may not terminate the Franchise Agreement. ADA: Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	FA: Section 16.2 ADA: Section 7	FA: We may terminate the Franchise Agreement only if you default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate. ADA: You will be deemed in default under this Agreement if you breach any of the terms of this Agreement, including the failure to meet the Development Schedule, or the terms of any Franchise Agreement or any other agreements between you or your affiliates and us or our affiliates. If you default under a Franchise Agreement we may terminate your Area Development Agreement. If you default under the Area Development Agreement, we may terminate all of your Franchise Agreements.
g. "Cause" defined - curable defaults	FA: Section 16.2.2 ADA: Section 7(B)	FA: If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Operations Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of default, except for the defaults that require cure in a shorter time and non-curable defaults. If a default arises from your failure to maintain insurance, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of receiving our notice of your failure to maintain insurance. If a default arises from your failure to make payments due to us, you can avoid termination of the Franchise Agreement if you cure the default within 5 days of receiving our notice of default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate. ADA: You will have a 30-day cure period if you are in default of any term of the ADA. If you default under a Franchise Agreement we may terminate your Area Development Agreement. If you default under the Area Development Agreement, we may terminate all of your Franchise Agreements.
h. "Cause" defined – non-curable defaults	FA: Section 16.2.1 ADA: Section 7(B)	FA: We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to timely establish, equip and begin operations of the franchised business; fail to have your Owner Operator satisfactorily complete training; fail to maintain all required professional licenses, permits and certifications for more than 5 business days; made a material misrepresentation or omission

Provision	Section in Franchise Agreement	Summary
		in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; after notice to cure, fail to refrain from activities, behavior or conduct likely to adversely affect either party or the Franchised Business; use the Operations Manual, trade secrets or other confidential information in an unauthorized manner; if required, fail to have your owners (and members of their immediate families and households), officers, directors, managers, other executives, employees and professional staff, and other individuals having access to trade secrets or other confidential information sign nondisclosure and non-competition agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non-compete agreements; abandon the Franchised Business for 3 or more consecutive days; surrender or transfer control of the Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of an Owner Operator following your death or disability; submit reports on 2 or more separate occasions understating any amounts due by more than 2%; are insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks; fail on 2 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any affiliate; violate on 2 or more occasions any health, safety or other laws or operate the Franchised Business in a manner creating a health or safety hazard to customers, employees or the public; take any action reserved to us; fail to comply with applicable law after notice; repeatedly breach the franchise agreement or comply with specifications; or default under any other agreement with us (or an affiliate) so that we (or the affiliate) have the right to terminate the agreement. ADA: We have the right to terminate the ADA if (i) you become insolvent, (ii) a receiver of your property is appointed by a court of competent authority, (iii) you make a general assignment or other similar arrangement for the benefit of your creditors, (iv) a final judgment remains unsatisfied of record for 30 days or longer (unless supersedes bond is filed), (v) execution is levied against your business or property, (vi) suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within 30 days, or is not in the process of being dismissed, (vii) you fail to meet the development obligations set forth in the Development Schedule attached as Appendix B, (viii) failure to start substantial construction of any of the Locations by the date established in Section 4.C (ix) failure to secure financing for the construction of any of the Locations by the date set forth in Section 4.C (x) you fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after written notice of that failure is delivered to you, or (xi) we have delivered to you a notice of termination of a Franchise Agreement in accordance with its terms and conditions. If you default under a Franchise Agreement we may terminate your Area Development Agreement. If you default under the Area

Provision	Section in Franchise Agreement	Summary
		Development Agreement, we may terminate all of your Franchise Agreements.
i. Franchisee's obligations on termination/non-renewal	FA: Section 17.1 ADA: Section 8	FA and ADA: If the Franchise Agreement is terminated or not renewed, you must: stop operating the Franchised Business; stop using any trade secrets, confidential information, the System and the Marks; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the Franchise Agreement; return the Operations Manual, trade secrets and all other confidential information; assign your telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.
j. Assignment of contract by franchisor	FA: Section 18.1 ADA: Section 9(A)	FA and ADA: There are no restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by franchisee – defined	FA: Section 18.2 ADA: Section 9(B)	FA: "Transfer" includes transfer of an interest in the franchise, the Franchise Agreement or the Franchised Business' assets. ADA: "Transfer" means any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you.
l. Franchisor approval of transfer by franchisee	FA: Section 18.2 ADA: Section 9(B)	FA and ADA: You may not transfer your interest in any of the items listed in (k) above without our prior written consent.
m. Conditions for franchisor approval of transfer	FA: Section 18.2 ADA: Section 9(E)	FA: We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a general release in a form the same as or similar to the General Release attached to the Franchise Agreement (subject to state law); the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a fee of $5,000 or 10% of the sale price, whichever is greater; the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement; you have agreed to guarantee performance by the transferee, if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition attached to the Franchise Agreement; and the transferee has agreed that its Owner Operator will complete the initial training program before assuming management of the franchised business. ADA: You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent and you transfer all

Provision	Section in Franchise Agreement	Summary
		of your rights and interests under all Franchise Agreements for Locations in the Development Protected Area and provided the transferee meets the conditions set forth in the ADA, including good moral standing and completion of the initial training.
n. Franchisor's right of first refusal to acquire franchisee's business	FA: Section 19 ADA: Sections 8(F) and 9(C)	FA and ADA: We may match an offer for your Franchised Business or an ownership interest you propose to sell.
o. Franchisor's option to purchase franchisee's business	FA: Section 17.4 ADA: Section 8(F)	FA: Except as described in (n) above, we do not have the right to purchase your franchised business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the franchised business for book value. ADA: In the event of termination of the ADA, and provided that you have not developed at least 50% of the required Locations pursuant to the Development Schedule, we have the right to purchase all of your Locations at book value.
p. Death or disability of franchisee	FA: Section 18.6 ADA: Section 9(D)	FA: After the death or incapacity of an owner of the franchise, his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchise within 180 days of death or incapacity or we may terminate the Franchise Agreement. ADA: After the death or incapacity of an owner of the developer, his or her representative must transfer, subject to the terms of the ADA, the individual's interest in the ADA within 6 months of death or incapacity.
q. Non-competition covenants during the term of the franchise	FA: Section 7.3 ADA: N/A Nondisclosure and Non-Competition Agreement	FA: You, and your owners (and members of their families and households) and your officers, directors, executives, managers, and professional staff must not be in a competing business anywhere and must not attempt to divert customers of your B Nutritious Business to any competitive business anywhere. ADA: Not applicable
r. Non-competition covenants after the franchise is terminated or expires	FA: Section 17.2 ADA: N/A Nondisclosure and Non-Competition Agreement	FA: For 2 years after the termination or expiration of the Franchise Agreement, you may not offer competitive business services within 25 miles of any other B. Nutritious Business, or planned expansion thereof; or soliciting or influencing any of our customers, employees, or business associates to compete with us or terminate their relationship with us. ADA: Not applicable

Provision	Section in Franchise Agreement	Summary
s. Modification of the agreement	FA: Sections 9.2, 22.7, and 22.8 ADA: Section 10(B) and 10(E)	FA: The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Operations Manual without your consent if the modification does not materially alter your fundamental rights. ADA: The ADA can be modified only by written agreement between you and us.
t. Integration/merger clause	FA: Section 22.7 ADA: N/A	FA: Only the terms of the Franchise Agreement are binding (subject to state law). Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document. Any representations or promises outside the Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	FA: Section 23.9; Schedules 2 and 3 ADA: Section 10(F); Appendix E	FA and ADA: Subject to federal and your state's law, all disputes, except as explicitly listed in the Agreement, must first be submitted to non-binding mediation. If the mediation is not successful, then the dispute must be submitted to arbitration.
v. Choice of forum	FA: Section 23.2; Schedules 2 and 3 ADA: Section 10(F); Appendix E	FA and ADA: Any litigation or arbitration must be pursued in Clark County, Nevada (subject to state law). See any state-specific addendum attached in Exhibit I.
w. Choice of law	FA: Section 23.1; Schedules 2 and 3 ADA: Section 10(F); Appendix E	FA and ADA: Federal trademark law, and other federal laws govern where applicable. Otherwise, Nevada law applies, except where individual state laws supersede, as reflected in any state-specific attachment to the agreement, subject to state law.

ITEM 18. PUBLIC FIGURES

We do not currently use any public figures to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE PRESENTATIONS

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

HISTORIC FINANCIAL PERFORMANCE REPRESENTATION

The following tables provide financial information for ~~the~~ two locations. Our Affiliate operated ~~by our Affiliates.~~the Fountain Valley, California restaurant for all of 2019, 2020, and 2021. Our Affiliate operated the El Monte, California restaurant for all of 2019 and 2020. A franchisee purchased the El Monte, California restaurant in November of 2020 and began operation of that restaurant on January 1, 2021. Otherwise, we did not have any operating franchisees during 2019 and 2020. "Total Revenues" are defined as all income~~,~~ less any refunds. These amounts were calculated from each location's POS system. Both locations operate similarly under the Operational Manual, but our Affiliate's ~~POS system. Our Affiliate's restaurants~~restaurant does not pay Royalty Fees or Marketing Fund Fees. Otherwise, there are ~~in El Monte and Fountain Valley, California. We did not have any franchised outlets open for all of 2020~~no material financial or operational differences between our Affiliate's restaurant and the franchises we offer.

January 1, 2019 - December 31, 2019						
	El Monte, CA			Fountain Valley, CA		
Total Revenues	$	430,382.86	100%	$	414,963.19	100%
COGS: Food and Beverage	$	106,685.65	25%	$	108,498.03	26%
COGS: Paper Supplies	$	17,457.46	4%	$	7,604.81	2%
Gross Profit	**$**	**306,239.75**	71%	**$**	**298,860.35**	72%
Labor Cost	$	89,829.26	21%	$	100,121.70	24%
Rent	$	31,500.00	7%	$	42,442.43	10%
Supplies	$	-	0%	$	-	0%
Expenses	$	78,017.05	18%	$	60,019.77	14%
Royalty Fees	$	21,519.14	5%	$	20,748.16	5%
Total Expenses	**$**	**220,865.45**	51%	**$**	**223,332.06**	54%
Net Income	**$**	**85,374.30**	20%	**$**	**75,528.29**	18%

January 1, 2020 - December 31, 2020					
	El Monte, CA		Fountain Valley, CA		
Total Revenues	$ 406,684.12	100%	$ 360,998.31	100%	
COGS: Food and Beverage	$ 119,944.84	29%	$ 111,408.57	31%	
COGS: Paper Supplies	$ 2,537.51	1%	$ 4,582.75	1%	
Gross Profit	**$ 284,201.77**	70%	**$ 245,006.99**	68%	
Labor Cost	$ 53,519.07	13%	$ 75,095.57	21%	
Rent	$ 38,520.00	9%	$ 40,084.23	11%	
Supplies		0%		0%	
Expenses	$ 110,695.99	27%	$ 69,372.31	19%	
Royalty Fees	$ 20,334.21	5%	$ 18,049.92	5%	
Total Expenses	**$ 223,069.27**	55%	**$ 202,602.03**	56%	
Net Income	**$ 61,132.50**	15%	**$ 42,404.96**	12%	

	January 1, 2019 to December 31, 2019		January 1, 2020 to December 31, 2020		January 1, 2021 to December 31, 2021	
Location	El Monte, CA	Fountain Valley, CA	El Monte, CA	Fountain Valley, CA	El Monte, CA (franchise)	Fountain Valley, CA
Total Revenues	$430,382.86	$414,963.19	$406,684.12	$360,998.31	$415,361.62	$503,262.11
COGS: Food and Beverage	$106,685.65	108,498.03	$119,944.84	$111,408.57	$126,326.84	$135,826.83
COGS: Paper Supplies	$17,457.46	$7,604.81	$2,537.51	$4,582.75	$21,269.12	$23,969.44
Gross Profit	**$306,239.75**	**$298,860.35**	**$284,201.77**	**$245,006.99**	**$267,765.66**	**$343,465.84**

1. **This outlet has earned this amount. Your individual results may differ. There is no assurance that you'll earn as much**.

2. The table is a historic financial performance representation relating to the results of our Affiliate's restaurants prior to and during the COVID-19 pandemic. ~~Our Affiliate's B Nutritious Business in~~The El Monte, California restaurant has been ~~open~~operating since February 2015~~, and its B Nutritious Business in~~. The Fountain Valley, California restaurant has been ~~open~~operating since October 2016.

~~3. Our Affiliate's restaurants do not pay us a Royalty Fee or Marketing Fund Fee, but we have adjusted the figures to impute the payment of Royalty Fees here to demonstrate reasonable material financial and operational differences between the company-owned outlets and a potential franchise outlet. There is currently no Marketing Fund Fee assessed although we retain the right to assess a Marketing Fund Fee of up to 1.5% of Gross Sales.~~

3. This table does not include other operational expenses such as labor costs, rent, utilities, and other costs that franchisees will incur in the operation of their franchise. This table solely represents

historical Total Revenues and the two categories of Cost of Goods Sold ("COGS") that these restaurants incurred in 2019, 2020, and 2021.

4. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Except as expressed above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. Except as explained above, 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 Brian Nguyen, 2780 S. Jones Blvd., #200-3114, Las Vegas, Nevada 89146; (~~510) 858-1508~~940) 290-0958.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS ~~2018~~2019 TO ~~2020~~2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019~~2018~~	0	0	0
	~~2019~~2020	0	~~0~~1	~~0~~+1
	2021~~2020~~	~~0~~1	1	~~+1~~0
Company-Owned*	~~2018~~2019	2	2	0
	2020~~2019~~	2	~~2~~1	~~0~~-1
	2021~~2020~~	~~2~~1	1	~~-1~~0
Total Outlets	~~2018~~2019	2	2	0
	~~2019~~2020	2	2	0
	2021~~2020~~	2	2	0

*Company-Owned refers to outlets run by our Affiliate.

TABLE 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
FOR YEARS ~~2018~~2019 TO ~~2020~~2021

State	Year	Number of Transfers
All States	~~2018~~2019	0
	2020~~2019~~	0
	~~2020~~2021	0
Total	~~2018~~2019	0
	~~2019~~2020	0

State	Year	Number of Transfers
	~~2020~~2021	0

TABLE 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS ~~2018~~2019 TO 2021~~2020~~

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
California	~~2018~~ 2019	0	0	0	0	0	0	0
	~~2019~~ 2020	0	~~0~~1	0	0	0	0	~~0~~1
	~~2020~~ 2021	~~0~~1	~~1~~0	0	0	0	0	1
Massachusetts	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Total	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1

TABLE 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS ~~2018~~2019 TO 2021~~2020~~*

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	~~2018~~ 2019	2	0	0	0	0	2
	2020 ~~2019~~	2	0	0	0	~~0~~1	~~2~~1
	~~2020~~ 2021	~~2~~1	0	0	0	~~1~~0	1
Total	~~2018~~ 2019	2	0	0	0	0	2
	2020 ~~2019~~	2	0	0	0	~~0~~1	~~2~~1
	~~2020~~ 2021	~~2~~1	0	0	0	~~1~~0	1

*Company-Owned refers to outlets run by our Affiliate.

TABLE 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2021~~2020~~

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchise Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
California	0	~~1~~0	0
Florida	0	~~2~~0	0
Massachusetts	1	~~1~~0	0
New York	0	~~1~~0	0
North Carolina	0	~~1~~0	0
Texas	0	~~1~~0	0
Total	1	~~7~~0	0

Exhibit G contains a list of the names of all current franchisees and the address and telephone number of each of their outlets.

Exhibit G also contains a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

We are not aware of any trademark-specific franchisee organizations associated with the franchise system being offered.

ITEM 21. FINANCIAL STATEMENTS

~~We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission.~~ Attached as Exhibit F are our unaudited balance sheet as of ~~May~~ March 31, ~~2021~~2022, our unaudited profit and loss statement for the period from January 1, ~~2021~~ 2022 to ~~May~~ March 31, ~~2021~~2022, and our audited financial statements for the periods ended December 31, 2021, December 31, 2020, and December 31, 2019. Our fiscal year ends on December 31st.

ITEM 22. CONTRACTS

The following contracts are attached to this Disclosure Document:

Exhibit C FRANCHISE AGREEMENT
- Schedule 1-General Release
- Schedule 2-Nondisclosure and Non-Competition
- Schedule 3-Unlimited Guaranty and Assumption of Obligations

Schedule 4-Collateral Assignment of Lease
Schedule 5-ACH Payment Agreement
Schedule 6-Holders of Legal or Beneficial Interest in Franchisee; Officers; Directors
Schedule 7-SBA Addendum

Exhibit E AREA DEVELOPMENT AGREEMENT
Appendix A-Development Protected Area
Appendix B-Development Schedule
Appendix C-Continuity Group
Appendix D-Continuing Personal Guaranty

ITEM 23. RECEIPTS

Two copies of an acknowledgment of your receipt of this Franchise Disclosure Document are attached to this Franchise Disclosure Document as Exhibit J. Please complete both copies, detach and return one copy to us and keep the other copy in the Franchise Disclosure Document for your own records.

EXHIBIT A TO THE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

State	Administrators
California	Commissioner Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (866) 275-2677
Connecticut	Banking Commissioner 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230
Florida	Senior Consumer Complaint Analyst Florida Department of Agriculture and Consumer Affairs Mayo Building, Second Floor Tallahassee, FL 32399-0800 (850) 922-2966 or (850) 488-2221
Georgia	Office of Consumer Affairs 2 Martin Luther King Jr. Drive SE Plaza Level – East Tower Atlanta, GA 30334
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
Illinois	Chief, Franchise Bureau Illinois Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465
Indiana	Chief Deputy Commissioner Securities Divisions 302 West Washington Street Room E-111 Indianapolis, Indiana 46204 (317) 232-6681
Iowa	Director of Regulated Industries Unit Iowa Securities Bureau 340 East Maple Des Moines, IA 50319-0066 (515) 281-4441

State	Administrators
Kentucky	Attorney General's Office Consumer Protection Division Capital Building Frankfort, KY 40601-01875
Louisiana	Department of Justice Consumer Protection Office P.O. Box 94095 Baton Rouge, LA 70804-9095
Maine	Securities Division State House – Station 121 Augusta, ME 04333
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360
Michigan	Consumer Protection Division Antitrust and Franchising Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 280 Saint Paul, MN 55101 (651) 539-1500
Nebraska	Staff Attorney Department of Banking and Finance 1200 N. Street., Suite 311 PO Box 95006 Lincoln, NE 68509-5006 (402) 471-3445
New Hampshire	Office of the Attorney General Consumer Protection and Antitrust Bureau 25 Capitol Street State House Annex Concord, NH 03301
New York	Office of the NYS Attorney General Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-~~8236~~8222
North Dakota	Franchise Examiner Office of Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, ND 58505 (701) 328-4712
Oklahoma	Oklahoma Department of Securities The Journal Record Building 621 N. Robinson Street, Suite 400

State	Administrators
	Oklahoma City, OK 73102
Oregon	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387
Rhode Island	State of Rhode Island and Providence Plantations Department of Business Regulation 1511 Pontiac Avenue, Bldg. 69-1 Cranston, Rhode Island 02920
South Carolina	[Not applicable]
South Dakota	Department of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
Texas	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769
Utah	Consumer Protection Division Utah Department of Commerce 160 East 300 South P.O. Box 48504 Salt Lake City, UT 84145-0804 (801) 530-6601
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 Main Street, 9th Floor Richmond, VA 23219
Washington	Administrator Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions P.O. Box 1768 Madison, WI 53701
Federal Trade Commission	Franchise Rule Coordinator Division of Marketing Practices Bureau of Consumer Protection Pennsylvania Avenue at 6th Street NW Washington, DC 20580 (202) 326-3128

EXHIBIT B TO THE DISCLOSURE DOCUMENT
LIST OF STATE AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies that will accept service of process.

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 below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

State	Agents for Service of Process
California	California Commissioner of Department of Financial Protection and Innovation: Sacramento: 2101 Arena Blvd. Sacramento, CA 95834 Los Angeles: 320 West 4th Street, Suite 750 Los Angeles, CA 90012-2344 San Francisco: One Sansome Street, #600 San Francisco, CA 94104
Connecticut	Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230
Florida	Division of Consumer Services Attn: Business Opportunities Florida Department of Agriculture and Consumer Affairs Mayo Building Tallahassee, FL 32399-0800
Georgia	Office of the Governor Office of Consumer Affairs 2 Martin Luther King Jr. Drive SE Plaza Level – East Tower Atlanta, GA 30334
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
Illinois	Illinois Attorney General Attorney General's Office 500 South Second Street Springfield, IL 62706
Indiana	Secretary of State Administrative Offices of the Secretary of State

State	Agents for Service of Process
	200 W. Washington St., Room 201 Indianapolis, IN 46204
Iowa	Securities Division Lucas State Office Building Des Moines IA 50319
Kentucky	Attorney General's Office Consumer Protection Division Capital Building Frankfort, KY 40601-01875
Maryland	Maryland Securities Commissioner Securities Division 200 Saint Paul Place Baltimore, MD 21202-2020 (410) 576-6360
Michigan	Michigan Department of Commerce Corporations and Securities Bureau 6546 Mercantile Way Lansing, MI 48909
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 280 Saint Paul, MN 55101 (651) 539-1500
New York	New York Department of State One Commerce Plaza 99 Washington Ave. Albany, NY 12231
North Carolina	Securities Division Room 302 300 North Salisbury Street Raleigh, NC 27611
North Dakota	North Dakota Securities Commissioner 5th Floor 600 East Boulevard Bismarck, ND 58505 (701) 328-4712
Oregon	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387
Rhode Island	State of Rhode Island and Providence Plantations Department of Business Regulation 1511 Pontiac Avenue, Bldg. 69-1 Cranston, Rhode Island 02920
South Carolina	Secretary of State Capitol Complex Brown Building

State	Agents for Service of Process
	1205 Pendleton Street Room 510 Columbia, SC 29210
South Dakota	Director of the Division of Insurance 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
Virginia	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
Washington	Washington Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Commissioner of Securities 345 W. Washington Street, 4th Floor Madison, WI 53703

EXHIBIT C TO THE DISCLOSURE DOCUMENT
B NUTRITIOUS FRANCHISE, LLC.

B NUTRITIOUS
FRANCHISE AGREEMENT

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B NUTRITIOUS FRANCHISE, LLC.

FRANCHISE AGREEMENT

This Franchise Agreement made this _____ day of _____, 20___, is by and between B NUTRITIOUS FRANCHISE, LLC., a Nevada limited liability company ("Franchisor," "we," "us," or "our") and _____, an individual/partnership/corporation/limited liability company established in the State of _____ and whose principal address is _____ _____ ("Franchisee," "you," or "your").

RECITALS

WHEREAS, Franchisor has developed, and is in the process of further developing, a System identified by the service mark "B Nutritious" and relating to the establishment and operation of a quick service and delivery meal preparation restaurant under a unique proprietary service system; and

WHEREAS, in addition to the service mark "B Nutritious" and certain other Marks, the distinguishing characteristics of the System include: uniform standards and procedures for efficient business operations; uniform methods of food preparation, procedures and strategies for marketing, advertising and promotion; customer service and development techniques; other strategies and techniques; and Trade Secrets and other Confidential Information; and the Operations Manual; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate a B Nutritious Business using the System and the Marks; and

WHEREAS, Franchisee desires to operate a B Nutritious Business, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, operations and service and the necessity of operating the Franchised Business in strict conformity with Franchisor's System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

1. DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

"**Affiliate**" means any business entity that controls, is controlled by, or is under common control with Franchisor;

"**Agreement**" means this agreement entitled "B NUTRITIOUS FRANCHISE, LLC. Franchise Agreement" and all instruments supplemental hereto or in amendment or confirmation hereof;

"**Approved Supplier(s)**" has the meaning given to such term in Section 13.10;

"**Competitive Business**" means any business that offers a quick service restaurant and/or meal preparation and delivery service, or other similar dishes or services under any service system, or any other mass market restaurant experience, or other dining services that offer the same products as or similar to those provided by B Nutritious businesses or in which Trade Secrets or other Confidential Information

could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees; provided, however, that the term "Competitive Business" shall not apply to (a) any business operated by Franchisee under a Franchise Agreement with Franchisor, or (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest;

"**Confidential Information**" means technical and non-technical information used in or related to the B Nutritious Franchise and not commonly known by or available to the public, including, without limitation, Trade Secrets, methods and products, recipes, customer services techniques and other techniques and methodologies not generally known to the industry or public, and any other information identified or labeled as confidential when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

"**Effective Date**" means the date on which Franchisor and Franchisee fully execute this Agreement, thereby commencing its effectiveness and term;

"**Electronic Depository Transfer Account**" means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor;

"**Franchise**" means the right granted to Franchisee by Franchisor to use the System and the Marks;

"**Franchise Fee**" has the meaning given to such term in 3.1;

"**Franchised Business**" means the B Nutritious Business to be established and operated by Franchisee pursuant to this Agreement;

"**Franchisee**" means the individual or entity defined as "Franchisee" in the introductory paragraph of this Agreement;

"**Franchisor**" means B NUTRITIOUS FRANCHISE, LLC., a Nevada limited liability company;

"**Franchisor Indemnities**" has the meaning given to such term in Section 21.3;

"**Gross Revenue**" means the aggregate of all revenue from the sale of services and products from all sources in connection with the Franchised Business, whether for check, cash, credit or otherwise including, without limitation, all proceeds from any business interruption insurance, but excluding (a) all refunds made in good faith, (b) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) the value of any allowance issued or granted to any customer of the Franchised Business that is credited by Franchisee in full or partial satisfaction of the price of any products and services offered in connection with the Franchised Business, and (d) any rebate received by Franchisee from a manufacturer or supplier;

"**Gross Revenue Reports**" has the meaning give to such term in Section 12.2;

"**Incapacity**" means the inability of Franchisee, or any holder of a legal or beneficial interest in Franchisee, to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

"**Internet**" means any one (1) or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web;

"**Marketing Fund**" has the meaning given to such term in Section 11.2;

"**Marketing Fund Contribution**" has the meaning given to such term in Section 11.2;

"**Marks**" means the service mark "B Nutritious" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as Franchisor may designate to be used in connection with the B Nutritious Business;

"**Operations Manual**" means the B Nutritious Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and managers' manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda and other publications prepared by, or on behalf of, Franchisor;

"**Royalty Fee**" has the meaning given to such term in Section 3.2.

"**System**" means the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of a B Nutritious Business; and

"**Trade Secrets**" means information in any form (including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in the operation of a B Nutritious Business that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. GRANT OF FRANCHISE; APPROVED FRANCHISED BUSINESS

2.1 Grant

Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained and subject to this Agreement, the right, license, and privilege to operate a B Nutritious Business, and Franchisee hereby accepts a franchise under the terms and conditions set forth herein to operate a Business that has been assigned a protected territory as set forth in Section 2.4 (referred to as the "Protected Area"). Along with the right to use solely in connection therewith the Franchisor's Names and Mark, Services, Products, its advertising and merchandising methods, and Franchisor's System, as they may be changed or improved and/or further developed from time to time, only at the accepted location of the Franchisee's Business as set forth in Section 2.2, and provided the Franchisee shall adhere to the terms and conditions hereof.

It is understood and agreed that, except as expressly provided herein or in any other executed agreement, this franchise includes no right of Franchisee to sub franchise.

Except as provided in this Agreement, Franchisee shall be free to use the materials provided by Franchisor in the manner that Franchisee, in Franchisee's sole and absolute discretion, deems most appropriate for the operation of a B Nutritious Franchise, provided that Franchisee shall not violate any applicable law, regulation or provision of this Agreement in exercising such discretion.

2.2 Franchised Business

The street address or geographical description of the area for the Franchised Business (the "Accepted Location") is:

_____

_____

_____

2.3 Sub-Franchising/Agents

Franchisee shall not sublicense the use of the System or Marks to any person or entity. Except as permitted in Section 18, Franchisee shall not grant any person or entity the right to perform any part of Franchisee's rights or obligations licensed hereunder.

2.4 Protected Area

The "Protected Area" is:

_____

_____

_____

Franchisee is prohibited from operating outside of the Protected Area without the prior written consent of Franchisor.

(a) If the Parties do not select a Protected Area prior to the signing of this Franchise Agreement, then they shall agree to it at a later date as contemplated under the terms of this Agreement. Failure to agree on a Protected Area within sixty (60) days of execution of this Agreement, and/or failure of Franchisee to open the Facility within ~~ONE HUNDRED AND EIGHTY (180~~twelve (12) (or other such date as provided in the Area Development Agreement) ~~days~~months after the execution of this Agreement (or other such dates as provided in the Area Development Agreement, if applicable) shall permit Franchisor to terminate this Agreement, as provided in Section 16. Franchisee may not conduct business at any other location or locations other than the Accepted Location identified above; however, Franchisee may conduct business at off-site events (for example at transportation expos, travel expos, promotional events, charity events, etc.) to sell Services and/or Products as long as such events are within Franchisee's Protected Area.

(b) The size of the Protected Area shall be the lesser of 2 miles around the location or a land area containing 30,000 people. The location will be determined by the number of factors, including the population base, demographics of the surrounding area, traffic patterns, proximity to major roads, available parking, competition, availability of appropriate sites, customer demographics, adequate square footage, reasonable rent, or other conditions important to the successful operation of a Franchised Business as we

deem appropriate. The Protected Area is determined once a location is chosen and approved by us, and will not be altered even if there is a population increase or decrease during the term of this Agreement. The Protected Area is not dependent upon achievement of certain revenues, number of customers, customers Franchisee retains, market penetration or any other contingency.

(c) Franchisee shall not relocate a B Nutritious Business that has been assigned a Protected Area, without the express prior written consent of Franchisor. During the term of this Agreement, Franchisor shall not establish, nor license another party or entity to establish, a B Nutritious Business within the Protected Area. If Franchisee decides to open additional Facilities and buys the rights to additional Franchises, such sale and purchase to be at our sole and absolute discretion, then those separate franchise agreement(s) will dictate the terms of the applicable territory (a separate Franchise Agreement is required for each additional Facility).

(d) Franchisee must operate its Facility within the specific Protected Area as identified in this Section 2.4. Franchisee may conduct business at off-site events in other geographical areas where there is no existing B Nutritious Business only after providing notice to us and after obtaining our written approval; however, Franchisee cannot perform Target Marketing outside the Protected Area as further described in Section 2.4 (e) below. We shall approve or deny your request in writing or by email, such approval to be in our sole and absolute discretion, within 3 business days of receipt of your written request to conduct business at off-site events in other geographical areas (outside your Protected Area) that have not been sold to one or more Franchisee(s). If Franchisor later agrees to sell or assign such outside territory to any other franchisee, Franchisor must immediately relinquish and cease all business activities within the outside geographical area.

(e) Franchisee cannot perform any Target Marketing in any other territory of any B Nutritious franchisee, or of any business owned by an affiliate of the Franchisor. The term Target Marketing means a concerted effort by Franchisee to solicit customers or market products within another franchisee's territory or in any territory operated directly by the Franchisor ("Target Marketing"). Franchisor shall use commercially reasonable efforts to deal with any franchisee that violates this policy. Franchisee is prohibited from selling similar products and conducting similar services through any alternative channels of distribution (such as Websites as defined below) without our written approval.

(f) If Franchisee is asked by a third party to conduct business outside of the Protected Area (such as at expos, promotional events, charity events, elementary schools, etc.) in geographical areas in which there is another franchisee or Franchisor affiliate-owned business, Franchisee must immediately refer that request to that B Nutritious Business which is located in that outside territory, or directly to Franchisor, except that if the other franchisee or Franchisor affiliate-owned business gives Franchisee permission to conduct business at the off-site event within the outside territory, then that Franchisee may do so if, and only if, Franchisee immediately informs Franchisor of such permission in writing. If there is not a B Nutritious Business located in the outside territory, then the franchisee must submit a request to Franchisor for permission to conduct business within the outside territory. However, Franchisee must be prepared to immediately cease conducting such events in that other geographical area when that unassigned area is purchased by a new B Nutritious franchisee as applicable. Franchisor shall approve or deny Franchisee's request to conduct business at off-site events in other geographical areas not owned by other franchisees, Franchisor or its affiliates; which approval is in Franchisor's sole discretion, within three (3) days of Franchisee's written request.

(g) If, during the term of this Agreement, Franchisee is unable to promptly and properly provide customers services or products due to excessive work or for any other cause, Franchisee must refer that customer to another franchisee, Franchisor affiliate-owned business, or to Franchisor.

(h) If Franchisee fails to: (i) refrain from Target Marketing, or (ii) refer businesses or off-site opportunities to other franchisees as described herein, Franchisor will have the right to terminate this Agreement immediately without fault, as described in section 16.2.1(u) and 16.2.1(v) of this Agreement. For any default of this Agreement which triggers Franchisor's ability to terminate, as an alternative to termination, Franchisor will have the right, in its sole discretion, to modify or completely eliminate any rights Franchisee may have with respect to the Protected Area, effective ten (10) days after delivery of written notice to Franchisee.

We encourage B Nutritious businesses when owned by different individuals to work out a referral and advertising strategy and/or arrangement for both businesses if they are within close proximity of each other (defined as being within a twenty-five (25) mile radius of each other). We must be notified in writing of any consent to all such arrangements.

(i) Franchisee's rights in the Protected Area are solely as expressly set forth in this Section 2.4. Except as expressly provided in this Agreement, Franchisee has no right to exclude, control, or impose conditions on the location, operation, or other management of present or future B Nutritious (or any other brand) franchises or Franchisor-owned store units or distribution channels of any type, franchised or company-owned, regardless of their location or proximity to the Protected Area and whether the offer competing services which may affect Franchisee's operations. Franchisee does not have any rights with respect to other and/or related businesses, services, and/or products, in which Franchisor or any Franchisor-related persons or entities may be involved, now or in the future.

(j) Any territorial rights not expressly granted to the Franchisee are reserved to the Franchisor, whether or not such rights impact the Protected Area. Such rights reserved to the Franchisor in the Protected Area include but are not limited to the following:

(i) the right to advertise, market, and sell food related products and conduct similar services in your Protected Area;

(ii) the right to advertise, offer, and sell food related products and conduct similar services online or through other electronic venues, no matter where the customer is based;

(iii) the right to sell, offer, or distribute food related products or services to anyone from anywhere through any alternative or other channel of distribution, other than through local businesses providing such products under the Marks and System and on any terms and conditions Franchisor deems appropriate. Franchisor maintains this right whether or not the Marks or System used, and regardless of whether Franchisor is acting inside or outside the Protected Area;

(iv) the right to develop, manufacture, and/or distribute any services or products that have been branded with the Mark, or any separate brand of products or equipment through any outlet located anywhere (including, by way of illustration, discount warehouses, retail stores, online sales and/or similar venues). If Franchisor decides to develop and distribute products or conduct similar services within the Protected Area, Franchisee will receive no compensation from Franchisor for such sales, unless agreed otherwise by the parties in writing;

(v) own and/or operate ourselves or authorize others to own and/or operate (a) any business located outside the Protected Area as designated on your Franchise Agreement, whether or

not using the Marks and/or System, (b) any business anywhere, whether using the Marks and /or System or not, which is not substantially similar to the business franchised to you under the Franchise Agreement, and/or (c) any business anywhere which does not use the Marks; and

(vi) acquire, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with businesses located anywhere, including arrangements in which we are acquired, and/or company-owned, franchised or other businesses (including your own Business) are converted to another format or we acquire a similar business which will be maintained under the System or otherwise. You will fully participate in any conversion subject to any person/entity merging with, or acquiring us or when we acquire, reimbursing you for reasonable costs directly related to the conversion.

We are not responsible for paying any compensation to you concerning the sale or providing of services over the Internet, World Wide Web, other similar venues, by alternative means of distribution, advertising cooperative programs, outlets, businesses that are or are not substantially similar to the Franchised Business or any business that does not use the Marks. For clarity, the Franchise Agreement grants you no rights to offer and provide services and/or products through any alternative channels of distribution (other than our approved list of channels of distribution) without our permission or share in any of the proceeds from our activities through alternative channels of distribution.

(k) Franchisee's Protected Area may be altered during the initial term, but only by: (i) mutual consent of the parties as demonstrated in a writing signed by both parties; (ii) at the time of transfer or renewal as a condition to transfer or renew; or (iii) for any default of this Agreement which triggers Franchisor's ability to terminate as described above.

3. FEES

3.1 Franchise Fee

Upon execution of this Agreement, Franchisee shall pay a fee ("Franchise Fee") to Franchisor of THIRTY-FIVE THOUSAND U.S. Dollars ($35,000.00). The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is non-refundable, except under certain conditions set forth under Sections 5.2 and 8.3. The Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees.

3.2 Monthly Royalty Fee

(a) For so long as this Agreement shall be in effect, Franchisee shall pay to Franchisor without offset, credit or deduction of any nature, a monthly fee ("Royalty Fee") equal to FIVE PERCENT (5%) of your monthly Gross Revenue. The Royalty Fee is due on the tenth (10th) day of each month (for the prior month) and begins on the first (1st) month after the Business is open for operation and continues for the duration the term of this Agreement. If Franchisee opens the Business for operation on the twenty-fifth (25th) of the month or anytime thereafter until the 25th of the next month, then Franchisee's Business will be deemed opened for operation on the month immediately succeeding the month of the 25th. As an example, if Franchisee opens the Business for operation on January 26th, then the business would be considered to have opened on February as Franchisee's first month in operation, Franchisee's Royalty payments would begin in March for Franchisee's February Royalty obligation. The Royalty Fee is uniform as to all persons and entities currently acquiring a B Nutritious Franchise and is nonrefundable. If the

Franchise Agreement is terminated, Franchisee may be required to continue such Royalty payments to the Franchisor. The Franchisee will provide to Franchisor a Gross Revenue Report, as required by Section 12.2, for each month during the operation of the Franchise. If Franchisor requires Franchisee to pay Royalty Fees through electronic transfer as set forth in Section 3.4, such reports shall instead be submitted to Franchisor via facsimile transmission, e-mail or intranet system.

(b) Any payment or report not actually received by the Franchisor on or before the specified submission date shall be deemed overdue. If any payment or report is overdue, in addition to the right to exercise all rights and remedies available to it under this Agreement, Franchisor shall be entitled to interest on such amount from the date it was due until paid at the rate of 1.5% percent per month or the maximum rate allowed by the laws of the State in which Franchisee's Business is located or any successor or substitute law (referred to as the "Default Rate"), until paid in full.

3.3 Taxes

Franchisee shall pay its own taxes as related to the Business.

3.4 Electronic Transfer

Franchisor shall require all Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts due to Franchisor to be paid through an Electronic Depository Transfer Account ("EDTA"). At Franchisor's request, Franchisee shall open and maintain an EDTA, and shall provide Franchisor with continuous access to such account for the purpose of receiving any payments due to Franchisor. Franchisee shall make deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the EDTA. Once established, Franchisee shall not close the EDTA without Franchisor's written consent.

3.5 Interest

All Royalty Fees, Marketing Fund Contributions, amounts due from purchases by Franchisee from Franchisor and other amounts not received by Franchisor within five (5) days after the due date shall incur late fees at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower) from the date payment is due to the date payment is received by Franchisor. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees, Advertising Program Fees, Marketing Fund Contributions or any other amounts due Franchisor, including reasonable accounting and legal fees. This Section shall not constitute an agreement by Franchisor to accept any payments after the due date or a commitment by Franchisor to extend credit to or otherwise finance Franchisee.

3.6 Application of Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Marketing Fund Contributions, purchases from Franchisor or any other amount owed to Franchisor in any proportion or priority.

3.7 Maintenance and Refurbishing of Business

If, after Franchisor notifies Franchisee, and Franchisee does not undertake efforts to correct deficiencies in Store appearance, the Franchisor can undertake the repairs and Franchisee must reimburse Franchisor.

3.8 Insufficient Funds Fee

Franchisee agrees to pay to Franchisor $75 if any payment Franchisee owes is rejected due to insufficient funds in Franchisee's Electronic Depository Transfer Account ("EDTA"), or if any other payment instrument Franchisee uses is rejected for insufficient funds.

3.9 POS System Fee

Franchisee agrees to pay a fee of $200 per month for a POS System directly to a provider, currently Toast.

3.10 Music Subscription Fee

Franchisee agrees to directly pay our approved supplier its then-current fee (currently $15 per month) for a music subscription service for the Franchised Business.

3.11 Management Fee

Franchisee agrees to pay $250 per person per day plus other costs and expenses to Franchisor when Franchisor or (a third party) manages your store after your default or abandonment.

3.12 National Franchise Convention Fee

Franchisee agrees to pay $500 to us to attend our National Franchise Convention.

4. TERM AND RENEWAL

4.1 Initial Term

This Agreement shall be effective and binding for an initial term of TEN (10) years from the Effective Date, unless sooner terminated pursuant to Section 10.6.

4.2 Successor Terms

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new franchise agreement with Franchisor for successive terms of FIVE (5) years each. To qualify for a successor franchise, each of the following pre-conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1 Franchisee has, during the entire term of this Agreement, fully complied with all material provisions of this Agreement;

4.2.2 Franchisee has, at its expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications such that the Franchised Business reflects Franchisor's then-current standards and specifications;

4.2.3 Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

4.2.4 Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor;

4.2.5 Franchisee has given written notice of its intent to operate a successor franchise to Franchisor not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Agreement;

4.2.6 Franchisee has executed Franchisor's then-current form of franchise agreement (or has executed other documents at Franchisor's election that modify this Agreement to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee or Marketing Fund Contribution; provided, however, that Franchisee shall not be required to pay the then-current Franchise Fee;

4.2.7 Franchisee has complied with Franchisor's then-current qualifications for a new franchisee and has agreed to comply with any training requirements;

4.2.8 Franchisee has executed a general release, in a form the same as or similar to the General Release attached as Schedule 1, of any and all claims against Franchisor, any Affiliate and against their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Business is located; and

4.2.9 Franchisee has paid the renewal fee of 15% of the then-current franchise fee.

5. FRANCHISED BUSINESS

5.1 Operation of Franchised Business

Franchisee shall operate the Franchised Business within the Protected Area from a fixed location (the "Premises"). Franchisee shall manage and administer the Franchised Business from the Premises and shall maintain and store the books and records of the Franchised Business at its headquarters.

5.2 Failure to Develop Franchised Business

Should Franchisee fail to ~~develop~~open the Franchised Business, in accordance with the other provisions of this Section 5 and within ~~180 days~~twelve (12) months after this Effective Date, Franchisor has the right to terminate this Agreement and retain all fees paid to Franchisor by Franchisee.

5.3 Opening

Before opening the Franchised Business and commencing business, Franchisee must:

(a) fulfill all of the obligations of Franchisee pursuant to the other provisions of this Section 5;

(b) furnish Franchisor with copies of all insurance policies required by this Agreement, or by the lease, or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

(c) complete initial training to the satisfaction of Franchisor;

(d) possess all required state, county, city, and local professional licenses and certifications;

(e) obtain all necessary state, county, city, and local permits and licenses, including any zoning permits needed to operate the Franchised Business from the principal residence of either Franchisee or the Owner Operator;

(f) pay in full all amounts due to Franchisor;

(g) if Franchisee is a business entity, Franchisee has caused each of its stock certificates or other ownership interest certificates to be conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

(h) obtain Franchisor's permission and approval of an opening date; Franchisor shall not unreasonably withhold consent to open. Permission to open shall be based on Franchisor's determination that Franchisee is ready to open and satisfactorily prepared to operate.

Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Business within ~~180 days~~twelve (12) months after the Effective Date. Time is of the essence.

5.4 Failure to Open

Should Franchisee fail to commence operations of the Franchised Business within ~~180 days~~twelve (12) months after the Effective Date, Franchisor has the right to terminate this Agreement. In addition, we expect you to secure an approved location for the Business within 60 days of the signing of the Franchise Agreement; this includes the requirement of obtaining our approval for your selected location. Generally, we will approve or deny your selected location within 15 days, but we maintain the right to take additional time if circumstances demand it. In addition, you must sign the lease or otherwise secure the legal right to occupy the location, meeting all our state specifications, within 75 days of the signing of the Franchise Agreement. If this Agreement is terminated pursuant to this Section 5.4, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, lost opportunity cost of not selling the franchise to another party, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

6. PROPRIETARY MARKS

6.1 Ownership

Franchisee's right to use the Marks is derived solely from this Agreement, is exclusive and is limited to the conduct of business by Franchisee pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

6.2 Limitations on Use

Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its storefront, letterhead, forms, cards and other such identification, a prominent notice stating that the Franchised Business is an "Independently Owned and Operated B Nutritious Franchise" of Franchisee.

6.3 Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor in writing of any infringement, claim of infringement, unfair competition, or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge, or claim. However, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. We are not required to take affirmative action when notified of these uses or claims. We have the sole right to control any administrative or judicial proceeding involving a trademark licensed by us. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorable to you. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

6.4 Indemnification for Use of Marks

Franchisor is not required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark. At Franchisor's option, Franchisor or its designee may defend and control the defense of any proceeding arising directly from Franchisee's use of any Mark.

6.5 Discontinuance of Use

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one (1) or more additional or substitute trade names, trademarks, service marks or other

commercial symbols, Franchisee shall comply with Franchisor's directions within ten (10) business days after notice to Franchisee by Franchisor and subject to the limitations in Section 10.2. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute Mark.

6.6 Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Business, Franchisor reserves the right to inspect the Franchised Business at any time without advanced notice.

6.7 Franchisor's Sole Right to Domain Name

Franchisee shall NOT advertise on the Internet using, or establish, create or operate an Internet site or website using a domain name or uniform resource locator containing, the Marks or the words "B Nutritious" or any variation thereof without Franchisor's written approval. Franchisor is the sole owner of a right, title and interest in and to such domain names. Franchisor shall grant Franchisee a page on its website, www.bnutritiousmeals.com that will provide contact information and pricing for your Franchised Business.

7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1 Confidentiality of Trade Secrets and Other Confidential Information

Franchisee acknowledges that Franchisor shall disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Operations Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section as to its employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them.

7.2 Additional Developments

All ideas, concepts, techniques or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for

Franchisor, and no compensation shall be due to Franchisee or its owners or employees therefore, and Franchisee hereby agrees to assign to Franchisor all right, title and interest in any intellectual property so developed. Franchisor has the right to incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

7.3 Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among B Nutritious franchisees if owners of B Nutritious and members of their immediate families or households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of their immediate families or households), nor any officer, director, executive, manager or member of the professional staff of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

(a) Divert or attempt to divert any business or customer of the Franchised Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

(b) Own an interest in, manage, operate, or perform services for any Competitive Business anywhere.

7.4 Nondisclosure and Non-Competition Agreements with Certain Individuals

Franchisor has the right to require any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Schedule 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to this Section. Such agreements shall remain on file at the business of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third-party beneficiary with the right to enforce covenants contained in such agreements.

7.5 Reasonableness of Restrictions

Franchisee acknowledges that the restrictive covenants contained in this Section are essential elements of this Agreement, and that without their inclusion Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, the System and the Marks and Franchisee waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable.

8. TRAINING AND ASSISTANCE

8.1 Initial Training

Franchisor shall make an initial training program available to a total of 3 employees of Franchisee (if applicable). Approximately TWO (2) weeks prior to the opening of the Franchised Business, the designated persons must attend and successfully complete, to Franchisor's satisfaction, an initial training program pertaining to the operation and administration of the Franchised Business including, but not limited to, sales and marketing methods; financial controls; maintenance of quality standards; customer service techniques; record keeping; and reporting procedures and other operational issues. Initial training will be comprised of up to one week at the corporate location and may be followed by on the field training at the franchisee's territory. Franchisor shall conduct the initial training program at its headquarters or at another designated location. Franchisor shall not charge tuition or similar fees for initial training; however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee. Franchisee shall be responsible for training its management and other employees.

8.2 Opening Assistance

In conjunction with the beginning of operation of the Franchised Business, Franchisor may send training personnel to Franchisee's location for two days prior and up to one week after Franchisee's Grand Opening for the purpose of familiarizing Franchisee's staff with the B Nutritious techniques and for the purpose of providing general assistance and guidance in connection with the opening of the Franchised Business. Franchisor will also provide written specifications for equipment, signs, fixtures, opening inventory, and supplies required for opening of Franchisee's location, will provide lists of Franchisor's preferred vendors from time to time, and may (but shall not be required to) offer negotiated pricing with Franchisor's preferred vendors. Notwithstanding the foregoing, Franchisor will not order, deliver, or install any of the foregoing on behalf of, or for the benefit of, Franchisee. If Franchisee requests additional assistance with respect to the opening or continued operation of the Franchised Business, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then-current standard rates, plus expenses, for such additional assistance.

8.3 Failure to Complete initial training program

If Franchisor determines that the Franchisee is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement and retain all fees paid to Franchisor by Franchisee. If Franchisee is a business entity and the Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute manager and such substitute manager must complete the initial training to Franchisor's satisfaction. Franchisee will be required to pay Franchisor's then-current rates for additional training or $250 per day per person, whichever is greater, for providing the substitute manager an initial training program at our location, or our then-current rates for additional training or $250 per day per person, whichever is greater, for training at Franchisee's location (plus hotel, air fare and other expenses incurred by our trainer).

8.4 Ongoing Training

From time to time, Franchisor may provide and if it does, has the right to require that the Franchisee attends ongoing training programs or seminars during the term of this Agreement, at Franchisee's expense of $250 per person per day if ongoing training is at our location, or $250 per person per day (plus hotel, air fare and other expenses incurred by our trainer) if ongoing training is at Franchisee's location. Franchisor shall not require the Franchisee to attend more than two (2) sessions in any calendar year and these sessions

shall not collectively exceed four (4) full days during any calendar year. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with its attendance at such training.

9. OPERATIONS MANUAL

9.1 Loan by Franchisor

While this Agreement is in effect, Franchisor shall lend to Franchisee one (1) copy of the Operations Manual or grant Franchisee access to an electronic copy of the Operations Manual. Franchisee shall conduct the Franchised Business in strict accordance with the provisions set forth in the Operations Manual. The Operations Manual may consist of one (1) or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form. The Operations Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement.

9.2 Revisions

Franchisor has the right to add to or otherwise modify the Operations Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor; provided, however, that no such addition or modification shall materially alter Franchisee's fundamental status and rights under this Agreement. Franchisor may make such additions or modifications without prior notice to Franchisee. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Operations Manual is up-to-date at all times. If a dispute as to the contents of the Operations Manual arises, the terms of the master copy of the Operations Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

9.3 Confidentiality

The Operations Manual contains Trade Secrets and other Confidential Information of Franchisor and its contents shall be kept confidential by Franchisee both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Operations Manual is available at the Franchised Business in a current and up-to-date manner. If the Operations Manual is in paper form or stored on computer-readable media, Franchisee shall maintain the Operations Manual in a secure manner at the Franchised Business; if the Operations Manual is in electronic form, Franchisee shall maintain the Operations Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Operations Manual, access to the Operations Manual or any key, combination, or passwords needed for access to the Operations Manual. Franchisee shall not disclose, duplicate, or otherwise use any portion of the Operations Manual in an unauthorized manner.

10. FRANCHISE SYSTEM

10.1 Uniformity

Franchisee shall strictly comply and shall cause the Franchised Business and its employees to strictly comply with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Operations Manual or other communications supplied to Franchisee by Franchisor.

10.2 Modification of the System

Franchisee recognizes that from time to time, Franchisor may introduce, as part of the System, other methods or technology which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new computer hardware and software, equipment or signs. Franchisee agrees to make all required upgrades and modifications at its expense as may be required by Franchisor; provided, however, that Franchisee shall not be required to make any expenditures during the first year of the initial term or any expenditures which are unreasonably disproportionate to Franchisee's initial investment to establish the Franchised Business during the initial term. If such additional investment is required to be made in the last year of the initial term, Franchisee may avoid making the investment by providing notice of intent not to renew the Franchise unless the investment is in connection with a modification to the System required by law or court order. Franchisee acknowledges that any required expenditures for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13.2 of this Agreement. Notwithstanding the foregoing, Franchisee shall be required to make any and all improvements or modifications whenever such are required by law, regulation, agency decision or court order.

10.3 Refurbishment of the Equipment

Every fifth (5th) year after execution of this Agreement, Franchisee, at Franchisor's discretion and upon Franchisor's request, may be required to expend a minimum of TEN THOUSAND DOLLARS ($10,000.00) for purposes of updating Franchisee's equipment. Franchisor shall provide Franchisee with specifications and assistance in such refurbishment. The obligations described herein are exclusive of the obligations described in Section 10.2.

10.4 Variance

Franchisor has the right to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular B Nutritious Business. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder.

11. ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1 Local Advertising

11.1.1 Franchisee shall contribute each month the total of 1% of Gross Revenue from the previous month into local advertising (such advertising to be approved by Franchisor prior to use thereof). Franchisee shall continuously and consistently promote the Franchised Business. Every month, Franchisee shall participate in a variety of marketing and promotions such as door mailings, public relations, online or mobile advertisement, or any other form of marketing within the immediate locality surrounding the Franchised Business, as well as direct sales support when requested by Franchisor.

11.1.2 Franchisor shall oversee all local advertising/marketing programs, with sole control over creative concepts, materials, and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or pro rata from expenditures by its local advertising program. Franchisor does not warrant the success or effectiveness of any particular advertising/marketing program.

11.2 National Advertising and Development Fund

During the term of this Agreement or any subsequent renewal terms, Franchisor ~~may begin to~~shall collect a System-wide marketing, advertising and promotion fund to assist in Franchisor's regional and national advertising ("Marketing Fund"). ~~Once the Marketing Fund is established,~~ Franchisee shall be required to contribute monthly to the Marketing Fund in an amount of ~~up to~~ 1.5% of Gross Revenue for the previous month as specified by Franchisor and which Franchisor may adjust from time to time ("Marketing Fund Contribution"). Marketing Fund Contributions shall be made at the time and in the manner provided for Royalty Fees in Section 3.2. Franchisor shall notify Franchisee at least thirty (30) days before implementing or changing Marketing Fund Contribution requirements. The Marketing Fund shall be maintained and administered by Franchisor or its designee as follows:

(a) Franchisee's Marketing Fund Contributions may be used to meet the costs of, or to reimburse Franchisor for its costs of, producing, maintaining, administering and directing local, regional, national, or international consumer advertising (including, without limitation, the cost of preparing and conducting television, radio, Internet, intranet, magazine, newspaper, and direct mail advertising campaigns and other public relations activities; developing and/or hosting an Internet and/or intranet web page or site and similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees). All Marketing Fund Contributions shall be maintained in a separate account from the monies of Franchisor and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable costs and expenses, if any, that Franchisor may incur in activities reasonably related to the administration of the Marketing Fund.

(b) Franchisor shall endeavor to spend all Marketing Fund Contributions on marketing programs and promotions during Franchisor's fiscal year within which such contributions are made. If excess amounts remain in any Marketing Fund at the end of such fiscal year, all expenditures in the following fiscal year(s) shall be made first out of such excess amounts, including any interest or other earnings of the Marketing Fund, and next out of prior year contributions and then out of current contributions.

(c) Although Franchisor intends the Marketing Fund to be of perpetual duration, Franchisor has the right to terminate the Marketing Fund at any time. The Marketing Fund shall not be terminated, however, until all Marketing Fund Contributions have been expended for advertising and promotional purposes or returned to Franchisee and other franchisees on a *pro rata* basis based on total Marketing Fund Contributions made in the aggregate by each franchisee.

(d) B Nutritious Businesses operated by Franchisor or an Affiliate shall not be required to make Marketing Fund Contributions.

(e) An accounting of the operation of the Marketing Fund shall be prepared annually and shall be available to Franchisee upon request. Franchisor retains the right to have the Marketing Fund reviewed or audited and reported on, at the expense of the Marketing Fund, by an independent certified public accountant selected by Franchisor.

(f) Franchisee acknowledges that the Marketing Fund is not a trust and Franchisor assumes no fiduciary duty in administering the Marketing Fund.

11.3 Grand Opening Advertising

You must spend $2,000-$5,000 to promote the opening of your business pursuant to our guidelines.

11.4 Internet Advertising

You are restricted from establishing a presence on, or marketing on the Internet without our written consent. You are restricted from responding to any type of online review unless you obtain our prior written consent. We have an Internet website at the uniform resource locator www.bnutritiousmeals.com that provides information about the System and about B Nutritious franchises. We may provide you with a page on our home page, where we will have contact information and pricing for your location. All information posted on B Nutritious website or any linked webpages must be approved by us before it is posted. We retain the sole right to market on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. You may be requested to provide content for our Internet marketing and you must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, social media pages and in connection with linking, marketing, co-branding and other arrangements. We retain the sole right to approve any linking to, or other use of, the B Nutritious website. You are not permitted to use a domain name containing "B Nutritious" in the URL.

12. ACCOUNTING, RECORDS, AND REPORTING OBLIGATIONS

12.1 Records

During the term of this Agreement, Franchisee shall maintain full, complete, and accurate books, records and accounts in accordance with the standard accounting system prescribed by Franchisor in the Operations Manual or otherwise in writing. Franchisee shall utilize an accounting software such as Quickbooks.com (or other Franchisor approved accounting software) to manage its books. Franchisee shall retain during the term of this Agreement, and for three (3) years thereafter, all books and records related to the Franchised Business including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law.

12.2 Gross Revenue Reports

Franchisee shall maintain an accurate record of Gross Revenue and shall deliver to Franchisor electronically a signed and verified statement of Gross Revenue ("Gross Revenue Report") for the month ending each month by the 5th day of each month in a form that Franchisor approves or provides in the Operations Manual. The Gross Revenue Report for the preceding month must be provided to Franchisor by the close of business on the 5th of each month as provided in Section 3.2.

12.3 Financial Statements

Franchisee shall supply to Franchisor on or before the fifth (5th) day of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. Such financial statements shall

be prepared in accordance with GAAP, applied on a consistent basis. If required by Franchisor, such financial statements shall be reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Operations Manual or otherwise in writing.

12.4 Other Reports

Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Operations Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Business to Franchisor's lenders or prospective lenders. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement.

12.5 Computer Equipment

Franchisor reserves the right to require Franchisee to purchase, install and use computer equipment consisting of hardware and software in accordance with Franchisor's specifications. Franchisor shall have full access to all of Franchisee's computer, data and systems and all related information by means of direct access, either in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement.

Independent Access to Information. We have a right and you are required to provide us with an independent access to the information that will be generated or stored in your computer systems, which includes, but not limited to, customer, transaction, and operational information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business.

12.6 Right to Inspect

Franchisor or its designee has the right, during normal business hours without notice, to examine, copy, and audit the books, records and tax returns of Franchisee. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid by more than two percent (2%), then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid at the rate of one and one-half percent (1.5%) per month (or the rate legally allowed by the law of the state where Franchisee is located, whichever is lower). Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

12.7 Release of Records

Under Right To Inspect, at Franchisor's request Franchisee shall authorize Franchisor and/or its direct third party(s), including accounting and legal professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Revenue, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as

Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

13. STANDARDS OF OPERATION

13.1 Authorized Products, Services, and Suppliers

13.1.1 Franchisee acknowledges that the reputation and goodwill of the System is based in large part on offering high quality products and services to its customers. Accordingly, Franchisee shall provide or offer for sale or use at the Franchised Business only those services, with the greatest diligence and care by Franchisee, that Franchisor approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. If required by Franchisor, any such items or services shall be purchased only from Franchisor. Franchisor shall maintain inventory levels for all supplies offered solely by Franchisor at a level sufficient to ensure prompt delivery to all Franchisees. Franchisee shall NOT offer for sale, sell or provide through the Franchised Business or from the Franchised Business any products or services that Franchisor has not approved. Furthermore, Franchisee must offer for sale all services and products currently offered by Franchisor or which will be offered by the Franchisor in the future.

13.1.2 Notwithstanding anything contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor. The cost to review a new product or service as proposed by Franchisee shall not exceed $1,000.00 per product or service.

13.1.3 Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences. Franchisor has the right to give its consent to one (1) or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 10.4 and shall not create any rights in Franchisee to provide the same products or services.

13.1.4 Franchisor has the right to retain volume rebates, markups and other benefits from suppliers or in connection with the furnishing of suppliers. Franchisee shall have no entitlement to or interest in any such benefits.

13.1.5 Franchisor shall provide Franchisee, in the Operations Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the supplies, furniture, fixtures, inventory, equipment and other approved or specified items and services, and Franchisor may from time to time issue revisions to such list. If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or its Affiliate. If Franchisee desires to utilize any products, services or new technology that Franchisor has not approved (for products and services that require supplier approval), Franchisee shall first send Franchisor sufficient information, specifications and samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. Franchisee shall bear all expenses incurred by Franchisor in connection with determining whether it shall approve an item, service or supplier, not to exceed $1,000.00. Franchisor will decide within a reasonable time (usually thirty [30] days) after receiving the required information whether Franchisee may purchase or lease such items or services or from such supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product;

quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential.

13.2 Appearance and Condition of the Franchised Business

Franchisee shall maintain the service equipment, Premises and signage of the Franchised Business in "like new" condition, and shall repair or replace service equipment, the Premises and signage as necessary to comply with the health and safety standards and specifications of Franchisor and any applicable laws or regulations. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2. Franchisor shall have the right at any time, without notice to Franchisee, to inspect the Premises to ensure compliance with Franchisor's specifications.

13.3 Ownership and Management

The Franchised Business shall, at all times, be under the direct supervision of Franchisee or its approved manager. Franchisee and/or its manager shall devote sufficient efforts to the management of the day-to-day operation of the Franchised Business, but not less than forty (40) hours per week, not excluding vacation, sick leave and similar absences. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its manager. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement.

13.4 Days of Operation

Franchisee shall keep the Franchised Business open for business during normal business hours on the days specified in the Operations Manual.

13.5 Contributions and Donations

In order to protect the Marks, Franchisee must obtain Franchisor's prior written consent before making any contributions or donations of items, services or funds to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic or other type of organization (or to any individual on behalf of any organization). Franchisor may withhold any such consent in its sole and absolute discretion.

13.6 Licenses and Permits

Franchisee shall secure and maintain in force all required operational and professional licenses, permits and certificates necessary for the operation of the Franchised Business, including all zoning and local permits necessary to operate the Franchised Business from the principal residence of Franchisee or its Owner Operator, and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Business. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Business.

13.7 Notification of Proceedings

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business, and of the issuance of any order, writ, injunction, judgment, award or decree which may affect the operation or financial condition of the Franchised Business not more than five (5) days after notice of such commencement or issuance. Franchisee shall deliver to Franchisor not more than five (5) days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation.

13.8 Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created and licenses granted hereby. Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Business, including operating in strict compliance with all applicable rules and regulations. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Business. The Franchised Business shall in all dealings with its customers, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor deems that Franchisee did not fairly handle a customer complaint or has operated outside of applicable rules and regulations, Franchisor has the right to intervene and satisfy the customer. Franchisor has the right to terminate this Agreement for violation of this Section. Franchisee shall reimburse Franchisor for all costs incurred by Franchisor in servicing a customer of the Franchised Business pursuant to this Section.

13.9 Uniforms

Franchisee shall abide by all uniform and dress code requirements stated in the Operations Manual or otherwise. Uniforms must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms.

13.10 Credit Cards

Franchisee shall, at its expense, lease or purchase the necessary equipment and/or software through approved vendors and shall have arrangements in place with Visa, MasterCard, American Express and such other credit card issuers as Franchisor may designate, from time to time, to enable the Franchised Business to accept such methods of payment from its customers.

13.11 E-Mail

Franchisee shall, at all times and at Franchisee's expense, maintain an e-mail address and account for communicating with Franchisor. Franchisee may change its e-mail address by giving written notice of such change of address to Franchisor. Alternatively, and at Franchisor's election, Franchisor may set up an email address for Franchisee's benefit, using Franchisor's information, methods, and trade name. Franchisor may charge a maintenance fee, which fee shall be communicated contemporaneous of Franchisor's initiation of the alternative e-mail as mentioned in this section.

13.12 Best Efforts

Franchisee shall use its best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. Franchisee shall require all of Franchisee's employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all products and services provided as part of the System.

14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1 General Advice and Guidance

Franchisor shall be available to render advice, discuss problems, and offer general guidance to Franchisee by telephone and/or electronic correspondence, with respect to planning and operating the Franchised Business. Franchisor shall not charge for this service. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor and its franchisees in operating B Nutritious businesses and an analysis of costs and prices charged for competitive products and services. Within range, Franchisee shall have the right to change/determine the price to be charged for a particular service by the Franchised Business at the time of sale (if necessary). Notwithstanding, Franchisee acknowledges and agrees that Franchisor shall not be held liable for such advice; any decisions made by Franchisee, whether on its own accord or through suggestion from Franchisor is Franchisee's sole and absolute responsibility.

14.2 Periodic Visits

Franchisor or Franchisor's representative shall make periodic visits, which may be announced or unannounced, to the Franchised Business for the purposes of consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Business. Franchisor may also accompany Franchisee and/or Franchisee's employees along any job site visits, in order to monitor all business practices and better render any advice or opinions. Franchisor and Franchisor's representatives who visit the Franchised Business or accompany Franchisee and/or Franchisee's employees along job site visits may prepare, for the benefit of both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business. A copy of any such written report may be provided to Franchisee. Franchisee shall implement any required changes or improvements as required by Franchisor with time being of the essence.

15. INSURANCE

15.1 Types and Amounts of Coverage

At its sole expense, Franchisee shall procure within ten (10) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below, and/or requested by law in their territory/city(s) of operation. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured or loss payee and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure the following insurance:

General Liability Insurance	$1,000,000	Per Occurrence
	$2,000,000	In the Aggregate

Business Property Insurance	Business Property including any Alterations and Additions insured to 100% of the total replacement cost values	Must include Windstorm and Hail coverage
Business Income/Extra Expense	Actual Loss Sustained for 12 months	
Valuable Papers and Records	$2,500	Per Occurrence
Comprehensive Crime and Employee Dishonesty Insurance	$25,000	Per Occurrence
Money and Securities	$2,500/Inside $5,000/Outside	
Flood Insurance	Limit adequate to insure building and property	

15.2 Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards, or other relevant changes in circumstances.

15.3 Carrier Standards

Such policies shall be written by an insurance company licensed in the state in which Franchisee operates and having at least an "A" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide. Although A.M. Best groups "A" and "A-" in the same classification, Franchisor demands an "A" rating.

15.4 Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21.3. Upon issuance of a policy and renewal of said policy, Franchisee shall provide to Franchisor, certificates of insurance showing compliance with the foregoing requirements within fifteen (15) days of Franchisee's receipt of such certificates. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to Franchisor and shall reflect proof of payment of premiums.

15.5 Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee. Franchisee must immediately upon notice reimburse Franchisor's expenses, plus an administrative fee equal to twenty percent (20%) of the premiums.

16. DEFAULT AND TERMINATION

16.1 Termination by Franchisee

Under no circumstances may Franchisee terminate this Agreement.

16.2 Termination by Franchisor

16.2.1 Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee:

(a) fails to timely establish, equip, and commence operations of the Franchised Business pursuant to Section 5;

(b) fails to have its Owner Operator satisfactorily complete any training program pursuant to Section 8;

(c) fails to maintain all required professional licenses, permits, and certifications for a period exceeding five (5) business days;

(d) made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

(e) is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee, or the Franchised Business;

(f) after notice to cure, fails to refrain from activities, behavior, or conduct likely to adversely affect the reputation of Franchisor, Franchisee, or the Franchised Business;

(g) discloses, duplicates, or otherwise uses in an unauthorized manner any portion of the Operations Manual, Trade Secrets, or any other Confidential Information;

(h) if required by Franchisor, fails to have any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee, execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Schedule 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee or fails to provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to Section 7.4 if requested by Franchisor;

(i) abandons, fails, or refuses to actively operate the Franchised Business for three (3) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by Franchisor), or, if first approved by Franchisor, fails to promptly relocate the Franchised Business or any other event rendering the Premises unusable;

(j) surrenders or transfers control of the operation of the Franchised Business without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in the Franchise of a deceased or incapacitated owner thereof as herein required;

(k) fails to maintain the Franchised Business under the primary supervision of an approved manager during the one hundred and eighty (180) days following the death or Incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.6;

(l) submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than two percent (2%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

(m) becomes insolvent, meaning unable to pay bills as they become due in the ordinary course of business; if a receiver of its property or any part thereof is appointed by a court; if it makes a general assignment for the benefit of its creditors; if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless supersede as bond is filed); if execution is levied against Franchisee's business or property; if a suit to foreclose any lien or mortgage against its Franchised Business, and/or the Premises, or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed;

(n) misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

(o) fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Administrative and Support Fee, Marketing Fund Contribution, Advertising Fund, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

(p) violates on two (2) or more occasions any health or safety law, ordinance or regulation, or operates the Franchised Business in a manner that presents a health or safety hazard to its customers, employees, or the public;

(q) engages in any activity exclusively reserved to Franchisor;

(r) fails to comply with any applicable law or regulation within ten (10) days after being given notice of noncompliance;

(s) breaches this Agreement 3 times in a 12-month period and/or fails 3 times in a 12-month period to comply with mandatory specifications, customer service standards, or operating procedures prescribed in the Operations Manual, whether or not previous breaches or failures are cured;

(t) defaults under any other agreement between Franchisor (or any Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates;

(u) performs Targeted Marketing in any geographic location outside of the Protected Area, whether or not such geographic location falls within another franchisee's territory or the territory of any other Franchisor-controlled business.

(v) fails to refer business opportunities or offers received by third parties, if such business opportunities or offers would take place in any geographic location which falls under the territory of other franchisees, Franchisor's associated businesses, or which are directly controlled by the Franchisor.

16.2.2 Except as otherwise provided in Section 16.2.1, Franchisor has the right to terminate this Agreement for the following breaches and defaults by giving notice of such termination stating the nature of the default; provided, however, that Franchisee may avoid termination by curing such default or failure (or by providing proof acceptable to Franchisor that Franchisee has made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is effected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period:

(a) within five (5) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor;

(b) within ten (10) days of receiving notice of Franchisee's failure to maintain insurance as specified in Section 15 of this Agreement; or

(c) within thirty (30) days of receiving notice of any other default by Franchisee or upon Franchisee's failure to comply with any mandatory specification, standard, or operating procedure prescribed in the Operations Manual or otherwise prescribed in writing.

16.2.3 For any default of this Agreement which triggers Franchisor's ability to terminate, Franchisor may as an alternative to termination at its sole and absolute discretion, modify or completely eliminate any rights Franchisee may have with respect to the Protected Area, effective ten (10) days after delivery of written notice to Franchisee.

16.3 Reinstatement and Extension

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

16.4 Right of Franchisor to Discontinue Services to Franchisee

If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of termination pursuant to Section 16.2.2, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any products or services for which Franchisor is an Approved Supplier to Franchisee, until such time as Franchisee corrects the breach.

16.5 Right of Franchisor to Operate Franchised Business

Following the delivery of a notice of termination pursuant to Section 16.2.2, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume the operation of the Franchised Business until such time as Franchisee corrects the breach. Franchisor may charge a management fee as stated in the Operations Manual from time to time, currently equal to TWO HUNDRED AND FIFTY DOLLARS ($250.00) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business.

17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1 Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

(a) immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

(b) cease to use the Trade Secrets or other Confidential Information, the System and the Marks, including, without limitation, all slogans, symbols, logos, advertising materials, stationery, forms, and any other items which display or are associated with the Marks;

(c) take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name or equivalent registration filed with state, city, or county authorities which contains the name "B Nutritious" or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

(d) pay all sums owing to Franchisor and any Affiliate. In the event of termination for any default of Franchisee, such sums shall include, but not be limited to, all damages, costs, and expenses, including reasonable attorneys' fees, with respect to litigation, arbitration, appellate, or bankruptcy proceedings, unpaid Royalty Fees, loss of future Royalty Fee payments incurred by Franchisor as a result of any early termination of this Agreement, and any other amounts due to Franchisor or any Affiliate;

(e) pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

(f) immediately return to Franchisor the Operations Manual, Trade Secrets, and all other Confidential Information, including records, files, instructions, brochures, agreements, disclosure statements, and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property);

(g) assign all telephone listings and numbers for the Franchised Business to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to or at the direction of Franchisor; and

(h) comply with all other applicable provisions of this Agreement.

17.2 Post-Termination Covenant Not to Compete

17.2.1 Franchisee acknowledges that the restrictive covenants contained in this Section and in Section 17 are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

(a) to protect the Trade Secrets and other Confidential Information of Franchisor;

(b) to induce Franchisor to grant a Franchise to Franchisee; and

(c) to protect Franchisor against its costs in training Franchisee and its officers, directors, executives, professional staff, and Owner Operators.

17.2.2 Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager or member of the professional staff of Franchisee, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly:

(a) offer Competitive Business services located or operating (a) at or within a twenty-five (25) mile radius of the Franchised Business, or (b) within a twenty-five (25) mile radius of any other B Nutritious Business in existence at the time of termination or expiration;

(b) solicit or otherwise attempt to induce or influence any customer, employee or other business associate of Franchisor to terminate or modify his, her or its business relationship with Franchisor or to compete against Franchisor; or

(c) In furtherance of this Section, Franchisor has the right to require certain individuals to execute standard form nondisclosure or non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Schedule 2.

17.3 Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Sections 17, 17.1 or 17.2. Franchisee shall make such modifications or alterations to the Franchised Business (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Franchised Business. Franchisee shall make such specific additional changes to the Franchised Business as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the Franchised Business for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand.

17.4 Franchisor's Option to Purchase Certain Business Assets

Franchisor has the right (but not the obligation), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Business including improvements, vehicles, service tools and equipment, supplies and other inventory or equipment. The purchase price shall be equal to the assets' book value. If Franchisor elects to exercise this option to purchase, it has the right to set off all amounts due from Franchisee under this Agreement, if any, against the purchase price.

17.5 Survival of Certain Provisions

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire.

18. TRANSFERABILITY OF INTEREST

18.1 Transfer by Franchisor

This Agreement and all rights and duties hereunder are fully transferable in whole or in part by Franchisor and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor hereunder and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement.

18.2 Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the assets of the Franchised Business or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

(a) Franchisee has complied with the requirements set forth in Section 19;

(b) all obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

(c) Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form the same as or similar to the General Release attached as Schedule 1, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

(d) the prospective transferee has satisfied Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Business;

(e) the transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the then-current franchise agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee, Internet Advertising Program Fee and Marketing Fund Contribution rates and other material provisions, and the franchise agreement then executed shall be for the term specified in such agreement;

(f) the transferee has executed a general release, in a form the same as or similar to the General Release attached as Schedule 1, of any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee;

(g) Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise;

(h) At the time of transfer, Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount of the greater of $5,000 fee or 10% of the sale price if the Franchise is being sold, transferred, or assigned to a third party;

(i) the transferee, or all holders of a legal or beneficial interest in the transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of its term by executing a personal guaranty in such form as prepared by Franchisor;

(j) Franchisee has agreed to be bound to the obligations of the new franchise agreement and to guarantee the full performance thereof by the transferee, if required by Franchisor;

(k) the transferee has obtained all necessary consents and approvals by third parties and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

(l) Franchisee has, and if Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form satisfactory to Franchisor and in substance the same as the nondisclosure and non-competition covenants contained in Sections 7 and 17; and

(m) the transferee agrees that its Owner Operator shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training described in Section 8.1 prior to assuming the management of the day-to-day operation of the Franchised Business.

18.3 Transfer to a Controlled Entity

18.3.1 If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

(a) the Controlled Entity is newly organized and its charter or articles of formation provides that its activities are confined exclusively to the operation of the Franchised Business;

(b) Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

(c) all obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2(h);

(d) the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

(e) all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

(f) each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

(g) copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number, and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

18.3.2 The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

18.3.3 Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

18.4 Franchisor's Disclosure to Transferee

Franchisor has the right, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Business by an intended transferee identified by Franchisee.

18.5 For-Sale Advertising

Franchisee shall NOT, without prior written consent of Franchisor, place in, on or upon the area of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder.

18.6 Transfer by Death or Incapacity

Upon the death or Incapacity of Franchisee (if Franchisee is an individual) or any holder of a legal or beneficial interest in Franchisee (if Franchisee is a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Business or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein Franchisee resided, with such choice of law provision being applicable only for this Section 18.6. During such one hundred eighty (180) day period, the Franchised Business must remain at all times under the primary management of an Owner Operator who otherwise meets Franchisor's management qualifications.

Following such a death or Incapacity of such person as described in this Section 18.6, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor. Franchisor shall be given access to the Franchised Business, even if located within Franchisee's or its Owner Operator's principal residence and shall not be held liable for trespass or any related tort. Franchisor may charge a management fee as stated in the Operations Manual from time to time, currently equal to TWO HUNDRED AND FIFTY DOLLARS ($250.00) per person per day plus other costs and expenses, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business.

19. RIGHT OF FIRST REFUSAL

19.1 Submission of Offer

If Franchisee, or any of its owners, proposes to sell or otherwise transfer (including a transfer by death or Incapacity pursuant to Section 18.6) the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a bona fide, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor, except with regards to a sale or transfer to a family member. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

19.2 Franchisor's Right to Purchase

Franchisor shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty (60) days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary

representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal.

19.3 Non-Exercise of Right of First Refusal

If Franchisor does not exercise its right of first refusal within thirty (30) days from the date of delivery of all such documents, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18.2. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section.

19.4 Sales or Transfers to Family Excepted

If Franchisee proposes to sell or otherwise transfer the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder to a member of Franchisee's (or its owners') family, then the terms and conditions of this Section shall be inapplicable. Nothing in this Section 19.4 shall be construed to relieve Franchisee from full compliance with the terms and conditions of Section 18.2 prior to a sale or transfer to family pursuant to this Section.

20. BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individual(s) identified in Schedule 6 is/are the sole holder(s) of a legal or beneficial interest (in the stated percentages) of Franchisee.

21. RELATIONSHIP AND INDEMNIFICATION

21.1 Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint-venturer, partner, employee, servant, or independent contractor of Franchisor for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty, or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Business operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on all forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, nor any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business by Franchisee. Any third-party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone.

21.2 Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from

taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

21.3 Indemnification

Franchisee shall hold harmless and indemnify Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "Franchisor Indemnities") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon Franchisee's (a) ownership or operation of the Franchised Business; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); (d) defamation of Franchisor or the System; (e) acts, errors or omissions committed or incurred in connection with the Franchised Business; or (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or other Confidential Information. The obligations of this Section 21.3 shall expressly survive the termination of this Agreement.

21.4 Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation, or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnity. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section causes any of Franchisee's insurers to refuse to pay a third-party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee. Franchise agrees to not be a party to class action suit against B NUTRITIOUS FRANCHISE, LLC. or any of its Affiliates under any circumstances.

22. GENERAL CONDITIONS AND PROVISIONS

22.1 No Waiver

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

22.2 Injunctive Relief

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7, and 17 would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated, without the necessity of posting security or bond and Franchisee shall be responsible for Franchisor's reasonable attorneys' fees incurred in pursuing the same. Franchisor's right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to arbitrate all disputes in accordance with Section 23.7. Franchisor's rights herein shall include pursuing injunctive relief through arbitration or in a state or federal court.

22.3 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the next business day after transmission by facsimile or other reasonably reliable electronic communication system; (c) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (d) five (5) business days after being sent by Registered Mail, return receipt requested. Either party may change its address by a written notice sent in accordance with this Section 22.3. All notices, payments and reports required by this Agreement shall be sent to Franchisor at the following address, or at such other address as Franchisor may provide:

B NUTRITIOUS FRANCHISE, LLC.
Attn.: Brian Nguyen
2780 S. Jones Blvd., #200-3114
Las Vegas, Nevada 89146

All notices to Franchisee shall be sent to:

_____
_____
_____
_____

22.4 Cost of Enforcement or Defense

If Franchisor or Franchisee is required to enforce this Agreement in a judicial or arbitration proceeding, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, in connection with such proceeding.

22.5 Unlimited Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Unlimited Guaranty and Assumption of Obligations attached as Schedule 3, through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same.

22.6 Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Franchisee may rely and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

22.7 Entire Agreement

This Agreement, its schedules and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements. No other representation, oral or otherwise, has induced Franchisee to execute this Agreement, and there are no representations (other than those within Franchisor's Disclosure Document), inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise. No amendment, change, or variance from this Agreement shall be binding on either party unless executed in writing by both parties.

22.8 Severability and Modification

Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

Notwithstanding the above, each of the covenants contained in Sections 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent provided or permitted by law.

22.9 Construction

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

22.10 Force Majeure

Whenever a period of time is provided in this Agreement for either party to perform any act, except pay monies, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

22.11 Timing

Time is of the essence. Except as set forth in Section 22.10, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

22.12 Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. No endorsement or statement on any payment for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

22.13 Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

22.14 Third Party Beneficiaries

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

22.15 Multiple Originals

Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original.

23. DISPUTE RESOLUTION

23.1 Choice of Law

This Agreement is effective upon its acceptance in Nevada by our authorized officer. Except as to claims governed by federal law, Nevada law governs all claims that in any way relate to or arise out of this Agreement or any of the dealings of the parties ("Claims"). However, no laws regulating the sale of franchises or governing the relationship between franchisor and franchisee shall apply unless the jurisdictional requirements of such laws are met independently of this paragraph.

23.2 Jurisdiction and Venue

You and we agree that venue and jurisdiction for any Claims, except those required to be submitted to arbitration, shall be proper solely in the state and federal court nearest to our corporate headquarters, presently located in Clark County, Nevada.

23.3 Jury Waiver

In any trial between any of the parties as to any Claims, you and we agree to waive our rights to a jury trial and instead have such action tried by a judge.

23.4 Class Action Waiver

You agree to bring any Claims, if at all, individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

23.5 Limitation of Damages

Franchisee and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees as provided in Section 22.4. Franchisee waives and disclaims any right to consequential damages in any action or claim against Franchisor concerning this Agreement or any related agreement. In any claim or action brought by Franchisee against Franchisor concerning this Agreement, Franchisee's contract damages shall not exceed and shall be limited to refund of Franchisee's Franchise Fee and Royalty Fees.

23.6 Limitation of Actions

You agree to bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

23.7 Prior Notice of Claims

As a condition precedent to commencing an action for a Claim, you must notify us within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

23.8 Internal Dispute Resolution

You must first bring any Claim to our CEO, after providing notice as set forth in Section 23.7 above. You must exhaust this internal dispute resolution procedure before you may bring your Claim before a third party.

23.9 Mediation and Arbitration

Before you may bring any Claim against us, you agree to try for a period of 60 days to mediate such claim before a mutually agreed to mediator in the city or county where our headquarters are located. If we cannot mutually agree on a mediator, you and we agree to use the mediation services of the American Arbitration Association ("AAA"), and split any AAA and mediator fees equally.

If mediation is unsuccessful and you decide to pursue a legal claim against us, you agree to bring such claim solely in binding arbitration conducted in the city or county where our headquarters is located, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

23.10 Waiver of Bond

You agree that if we are forced to bring suit to enforce any provision of this Agreement, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

23.11 Attorney Fees

If we are the substantially prevailing party as to any Claims, you agree to reimburse our costs and attorney fees incurred in pursuing or defending the Claims.

23.12 Third Party Beneficiaries

Our officers, directors, members, shareholders, agents, and employees are express third party beneficiaries of the terms of the Dispute Resolution provisions contained herein.

24. ACKNOWLEDGMENTS

24.1 Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges that it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document; and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received Franchisor's Franchise Disclosure Document at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

24.2 Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.

24.3 True and Accurate Information

Franchisee represents that all information set forth in any and all applications, financial statements, and submissions to Franchisor is true, complete, and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness, and accuracy of such information.

24.4 Risk

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in a B Nutritious Business involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.5 No Guarantee of Success

Franchisee represents and acknowledges that it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges that there have been no representations by Franchisor's officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement.

24.6 No Violation of Other Agreements

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound hereby have duly executed this Agreement.

B NUTRITIOUS FRANCHISE, LLC.	**FRANCHISEE:**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

ACKNOWLEDGMENT REGARDING MANDATORY ARBITRATION

Nevada Revised Statute 597.995 requires specific authorization and an affirmative agreement to have disputes between the parties heard by arbitration. By signing below, I acknowledge that I (or the entity on whose behalf I sign) have read the mandatory arbitration provision in the Agreement and its related clauses (Section 23.9). I affirmatively agree to submit to arbitration disputes arising between the parties to this Agreement in accordance with Section 23.9.

FRANCHISEE:_____

By: _____

Print Name: _____

Its: _____

Date: _____

SCHEDULE 1 TO THE FRANCHISE AGREEMENT
GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this ____ day of _____, 20____ by _____, ("RELEASOR") an individual/corporation/ limited liability company/partnership with a principal address of _____, in consideration of:

_____ the execution by B NUTRITIOUS FRANCHISE, LLC., a Nevada limited liability company ("RELEASEE"), of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "Franchise Agreement") between RELEASOR and RELEASEE; or

_____ RELEASEE'S consent to RELEASOR'S assignment of its rights and duties under the Franchise Agreement; or

_____ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement;

and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE's officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE's successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR's heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR: _____
(type/print name)

By: _____

Name: _____

Title: _____
(or, if an individual)

Signed: _____

Name printed: _____

SCHEDULE 2 TO THE FRANCHISE AGREEMENT
NONDISCLOSURE AND NON-COMPETITION AGREEMENT

This "Agreement" made as of the ____ day of _____, 20____, is by and between_____ _____, ("Franchisee," "we," "us," or "our") and _____("Individual," "you," or "your").

W I T N E S S E T H:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _____, 20__ ("Franchise Agreement") by and between Franchisee and the Franchisor, B NUTRITIOUS FRANCHISE, LLC. ("Company"); and

WHEREAS, Franchisee desires Individual to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business (i) that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) healthy meal preparation and delivery related products and services the same as or similar to those provided by Franchisee or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or Company, any affiliate of Company or Company's other franchisees (hereinafter, "Competitive Business"); provided, however, that the term "Competitive Business" shall not apply to any business operated by Franchisee under a Franchise Agreement with Company.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, recipes compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in the B Nutritious Business that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement "Confidential Information" means technical and non-technical information used in or related to B Nutritious that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the Operations Manual and training guides and materials. In addition, any other information identified as confidential when delivered by Franchisee shall be deemed Confidential Information. Confidential Information shall not

include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of Individual; (ii) Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by Company or Franchisee as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) Individual's obligations under paragraph 2(a) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual's obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a B Nutritious Business.

3. Non-Competition

a) During the term of Individual's relationship with Franchisee and for a period of two (2) years after the expiration or termination of Individual's relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, divert or attempt to divert any business or customer of Franchisee or the Company to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's service mark "B Nutritious" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with B Nutritious or the Company's uniform standards, methods, procedures and specifications for the establishment and operation of a B Nutritious business.

b) During the term of Individual's relationship with Franchisee and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, offer Competitive Business services anywhere within a TWENTY-FIVE (25) mile radius of any B Nutritious location without the express written consent of Franchisee and the Company.

c) During the term of Individual's relationship with Franchisee and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, solicit or otherwise attempt to induce or influence any employee or other business associate of Franchisee, Company or any other B Nutritious Business to compete against, or terminate or modify his, her or its employment or business relationship with, Franchisee, Company or any other B Nutritious Business.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. Relief for Breaches of Confidentiality, Non-Solicitation, and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and/or Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. Dispute Resolution

a) **Choice of Law.** Except as to claims governed by federal law, Nevada law governs all claims that in any way relate to or arise out of this Agreement or any of the dealings of the parties ("Claims").

b) **Jurisdiction and Venue.** You and we agree that venue and jurisdiction for any Claims, except those required to be submitted to arbitration, shall be proper solely in the state and federal court nearest to our corporate headquarters.

c) **Jury Waiver.** In any trial between any of the parties as to any Claims, you and we agree to waive our rights to a jury trial and instead have such action tried by a judge.

d) **Class Action Waiver.** You agree to bring any Claims, if at all, individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

e) **Punitive Damages Waiver.** As to any Claims, you and we agree to waive our rights, if any, to seek or recover punitive damages.

f) **Limitation of Actions.** You agree to bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

g) **Prior Notice of Claims.** As a condition precedent to commencing an action for a Claim, you must notify us within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

h) **Internal Dispute Resolution.** You must first bring any Claim to our CEO, after providing notice as set forth in Section 6(g) above. You must exhaust this internal dispute resolution procedure before you may bring your Claim before a third party.

i) **Mediation and Arbitration.** Before you may bring any Claim against us court, you agree to try for a period of 60 days to mediate such claim before a mutually agreed to mediator in the city or county where our headquarters are located. If we cannot mutually agree on a mediator, you and we agree to use the mediation services of the American Arbitration Association ("AAA"), and split any AAA and mediator fees equally.

If mediation is unsuccessful and you decide to pursue a legal claim against us, you agree to bring such claim solely in binding arbitration conducted in the city or county of our headquarters in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

j) **Waiver of Bond.** You agree that if we are forced to bring suit to enforce any provision of this Agreement, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

k) **Attorney Fees.** If we are the substantially prevailing party as to any Claims, you agree to reimburse our costs and attorney fees incurred in pursuing or defending the Claims.

7. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

b) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein.

c) The failure of either party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

d) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

e) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

f) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or Company of this Agreement.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD-PARTY BENEFICIARY TO THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one (1) original being delivered to each party as of the day and year first above written.

FRANCHISEE:

By: _____

Its: _____

INDIVIDUAL:

Signature: _____

Name Printed: _____

SCHEDULE 3 TO THE FRANCHISE AGREEMENT
UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this day of_____, 20____ , by _____ _____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated _____ herewith ("Agreement") by B NUTRITIOUS FRANCHISE, LLC. ("Franchisor"), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ _____("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee's breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or engaging in specific activities, such as those contemplated by Sections 6, 7, and 17 of the Agreement. Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (d) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (a) its direct and immediate liability under this Guaranty shall be joint and several; (b) it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or entity; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

This Guaranty represents the entire agreement and understanding of these parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

Successors and Assigns; Death of Guarantor. This Guaranty shall be binding upon Guarantor and his or her heirs, executors, administrators, successors and assigns and shall inure to the benefit of Franchisor and its successors, endorsees, transferees and assigns. Without limiting any other provision hereof, Guarantor expressly agrees that Guarantor's death shall not serve as a revocation of or otherwise affect the guaranty made hereunder and that Guarantor's estate and heirs shall continue to be liable hereunder with respect to any Guaranteed Obligations created or arising after Guarantor's death.

The validity, interpretation and enforcement of this Guaranty and any dispute arising out of the relationship between Guarantor and Franchisor, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of California (without giving effect to principles of conflicts of law).

Dispute Resolution. You agree to be bound by the Dispute Resolution provisions found in Section 23 of any Franchise Agreement between the parties as if set forth here and as being equally applicable to this Guaranty and the dealings of the parties hereunder.

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____

_____

_____

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____

_____

_____

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____ %

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____

_____

_____

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____

_____

_____

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____ %

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____

_____

_____

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)

HOME ADDRESS

_____

_____

_____

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____ %

SCHEDULE 4
COLLATERAL ASSIGNMENT OF LEASE

LEASE ADDENDUM

Option to Assume Lease _____

1. If _____ ("Tenant") defaults under the Lease dated _____, ("Lease") by and between _____ ("Landlord") and Tenant for the premises located at _____ (the "Premises"), or if B NUTRITIOUS FRANCHISE, LLC. ("Franchisor") terminates the Tenant's franchise agreement covering the Premises, Landlord and Tenant acknowledge and agree that Franchisor will have the option to assume the Lease pursuant to Paragraph 3 below.

2. Landlord agrees to give Franchisor written notice specifying all default(s) of Tenant under the Lease. Franchisor agrees to give written notice to Landlord if Franchisor terminates Tenant's franchise agreement and, in such notice, will request that Landlord provide Franchisor with a copy of the Lease and specify any of the Tenant's defaults thereunder. All notices will be by nationally recognized overnight courier (with tracking capability).

3. Franchisor (or one of its real estate affiliates) may, within 30 days from (i) receipt of notice from Landlord that Tenant has defaulted under the Lease and failed to cure such default(s) as required or permitted by the terms of the Lease, or (ii) sending of notice to Landlord that has terminated Tenant's franchise agreement covering the Premises, notify Landlord of Franchisor's decision to assume the Lease. If Franchisor exercises its right to assume the Lease by sending Landlord the required notice as provided in the prior sentence, (i) Landlord will deliver possession of the Premises to Franchisor; and (ii) Franchisor will, immediately upon such delivery, cure all of Tenant's monetary defaults under the Lease and execute an agreement pursuant to which Franchisor agrees to assume all of Tenant's rights and obligations under the Lease, subject to the next paragraph.

4. If Franchisor exercises its right to assume the Lease pursuant to Paragraph 3 above, Landlord agrees that Franchisor (i) may, without Landlord's consent, sublet the Premises to or assign the Lease to, an approved franchisee of Franchisor, provided in either instance that Franchisor remains liable for the payment of rent and the performance of Tenant's duties under the Lease, (ii) may assign, without recourse, its rights under the Lease upon receiving Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, and subject to the terms of the Lease, (iii) will not be bound by the terms of any amendment to the Lease executed by Tenant without obtaining Franchisor's prior written approval, (iv) will not be subject to any provision of the Lease that requires Tenant to continuously operate a business in the Premises during any period that the Premises is closed for remodeling or while Franchisor is seeking to obtain and train a new franchisee, provided however, that such period of closure will not exceed 60 days in each instance; and (v) may, if it subleases the Premises to a franchisee as provided above, retain all rent or other consideration payable under such sublease.

5. If Franchisor exercises its right to assume the Lease pursuant to Paragraph 3 above, within 10 days after written demand, Tenant agrees to assign all of its right, title and interest in the Lease to Franchisor and, if Tenant does not do so, Tenant appoints Franchisor as its agent to execute

all documents that may be necessary for Franchisor to take assignment of the Lease. Notwithstanding anything to the contrary contained herein Tenant shall remain liable to Landlord for all of its obligations under the Lease and to Franchisor for all amounts that Franchisor pays to Landlord to cure Tenant's defaults under the Lease, including interest, reasonable collection costs and de-identification costs (the parties acknowledging that Franchisor may enter the Premises without being guilty of trespass or tort to de-identify the Premises). Franchisor may assign this Option and its rights hereunder to any affiliate, subsidiary, parent, successor or assign of Franchisor provided the conditions herein as to assignment are met. The assignee must be an approved licensed franchisee of Franchisor. This Option may be signed in any number of counterparts by facsimile or otherwise, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile signature may be used for any purpose in lieu of an original signature.

LANDLORD:

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

By:_____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 5 TO THE FRANCHISE AGREEMENT
ACH PAYMENT AGREEMENT

ACCOUNT NAME: _____

CUSTOMER NUMBER: _____

FRANCHISE NAME: _____

AUTHORIZATION AGREEMENT FOR ACH Payments

(I/we) do hereby authorize B NUTRITIOUS FRANCHISE, LLC., hereinafter named the "Franchisor", to initiate (debit or credit) entries to (my/our) (Checking Account / Savings Account) as indicated and named below as the depository financial institution, hereafter named FINANCIAL INSTITUTION pursuant to the terms of the Franchise Agreement by and between us and the Franchisor.

(I/we) acknowledge that the origination of ACH transactions to my (my/our) account must comply with the provisions of U.S. law. Furthermore, if any such debit(s) should be returned NSF, (I/we) authorize the Franchisor to collect such debit(s) by electronic debit and subsequently collect a returned debit NSF fee of $75.00 per item by electronic debit from my account identified below. In the event all funds and interests are not received by Franchisor within 15 days from presentment and intended withdrawal from our account by Franchisor, then we will be deemed in default of the Franchise Agreement. We further agree to pay all reasonable costs of collection including but not limited to reasonable attorney's fees and court costs incurred by Franchisor. I am a duly authorized check signer on the financial institution account identified below and authorize all of the above as evidenced by my signature below.

CHECK (ACH) INFORMATION ROUTING NUMBER: _____
ACCOUNT NUMBER: _____
DEPOSITORY NAME: _____
BRANCH: _____
CITY: _____ STATE: _____ZIP: _____

COMPANY NAME: _____
FIRST NAME/LAST NAME: _____
BILLING ADDRESS: _____
CITY_____STATE_____ZIP_____
PHONE NUMBER: _____
CUSTOMER NUMBER: _____
SIGNATURE ON FILE: _____
PHONE OR EMAIL APPROVAL AUTHORIZATION NUMBER: _____

FRANCHISEE:

_____
By: _____
Name:_____
Title: _____
Date: _____

SCHEDULE 6 TO THE FRANCHISE AGREEMENT
HOLDERS OF LEGAL OR BENEFICIAL INTEREST
IN FRANCHISEE; OFFICERS; DIRECTORS

Holders of Legal or Beneficial Interest:

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

<u>Officers and Directors</u>:

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address: _____
_____
_____
Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

SCHEDULE 8 TO THE FRANCHISE AGREEMENT

SBA ADDENDUM TO THE FRANCHISE AGREEMENT

ADDENDUM TO FRANCHISE[1] AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20____, by and between _____ ("Franchisor"), located at _____, and _____ ("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20___, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional

[1] While relationships established under license, jobber, dealer and similar agreements are not generally described as ''franchise'' relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

Authorized Representative of FRANCHISOR:

By: _____

Print Name: _____

Title:_____

Authorized Representative of FRANCHISEE:

By: _____

Print Name: _____
Title:_____
Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements

EXHIBIT D TO THE FRANCHISE DISCLOSURE DOCUMENT

B NUTRITIOUS FRANCHISE, LLC.

B NUTRITIOUS
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EXHIBIT E TO THE DISCLOSURE DOCUMENT
AREA DEVELOPMENT AGREEMENT

B NUTRITIOUS FRANCHISE, LLC.

B NUTRITIOUS
AREA DEVELOPMENT AGREEMENT

_____
Developer

_____
Effective Date

B NUTRITIOUS FRANCHISE, LLC.
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (this "Agreement") is made this day of_____, 20__ by and between **B NUTRITIOUS FRANCHISE, LLC.**, a Nevada limited liability company with its principal business located at 2780 S. Jones Blvd., #200-3114, Las Vegas, Nevada 89146 ("we" or "us") and_____, a(n) _____ _____ _____whose principal business address is ("developer" or "you"). If the developer is a corporation, partnership or limited liability company, certain provisions of the Agreement also apply to your owners and will be noted.

RECITALS

A. We have developed a unique system for operating a business that provides a quick service restaurant and meal preparation and delivery service using certain standards and specifications;

B. Many of the services and products are prepared and undertaken according to specified procedures or made with proprietary formulas, techniques and mixes;

C. We have the right to the USPTO Mark "B Nutritious" Trademark and other trademarks used in connection with the Operation of a B Nutritious Business;

D. We have decided to sublicense the right to develop and operate B Nutritious Locations;

E. You desire to develop and operate several B Nutritious locations and we, in reliance on your representations, have approved your franchise application to do so in accordance with this Agreement.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions:

A. "Locations" means the B Nutritious locations you develop and operate pursuant to this Agreement.

B. "Products" means the specific services and products set forth in our franchise information packet, or as we may modify, add, or change them from time to time.

C. "Principal Owner" means any person who directly or indirectly owns a 10% or greater interest in the developer when the developer is a corporation, limited liability company, a partnership, or a similar entity. However, if we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or entity who directly or indirectly owns less than a 10% interest in the developer, that person or entity may, in our sole discretion, be considered a Principal Owner for all purposes under this Agreement, including, but not limited to, the execution of the personal guaranty referenced in Section 10.J below. In addition, if the developer is a partnership entity, then each general partner is a Principal Owner, regardless of the percentage ownership interest. If the developer is one or more individuals, each individual is a Principal Owner of the developer. You must have at least one Principal Owner.

D. "System" means the B Nutritious System, which consists of distinctive products and services prepared according to special and confidential processes and formulas with unique preparation, service and delivery procedures and techniques, offered in a setting of distinctive exterior and interior layout, design and color scheme, signage, furnishings and materials and using certain distinctive types of facilities, equipment, supplies, business techniques, methods and procedures together with sales promotion programs, all of which we may modify and change from time to time.

E. Trademarks" means the B Nutritious Trademark and Service Mark that is registered with the United States Patent and Trademark Office and the trademarks, service marks and trade names set forth in each Franchise Agreement, as we may modify and change from time to time, and the trade dress and other commercial symbols used in the Locations. Trade dress includes the designs, color schemes and image we authorize you to use in the operation of the Locations from time to time.

GRANT OF DEVELOPMENT RIGHTS

2. The following provisions control with respect to the rights granted hereunder:

A. We grant to you, under the terms and conditions of this Agreement, the right to develop and operate NUMBER (#) B Nutritious locations (each a "Location", and collectively, the "Locations") within the territory described on Appendix A ("Development Protected Area").

B. You are bound by the Development Schedule set forth in Appendix B ("Development Schedule"). Time is of the essence for the development of each Location in accordance with the Development Schedule. Each Location must be developed and operated pursuant to a separate Franchise Agreement that you enter into with us pursuant to Section 4.B below.

C. If you are in compliance with the Development Schedule set forth on Appendix B, we will not develop or operate or grant anyone else a franchise to develop and operate a B Nutritious Location business in the Development Protected Area prior to the earlier of (i) the expiration or termination of this Agreement; (ii) the date on which you must execute the Franchise Agreement for your last Location pursuant to the terms of the Development Schedule or (iii) the date on which the Designated Area for your final Location under this Agreement is determined, except (a) for the Special Sites defined in Section 2.D below; (b) in the event that the Development Protected Area covers more than one city, county or designated market area, the protection for each particular city, county or designated market area shall expire upon the earliest of (1) any of the foregoing events or (2) the date when the Designated Area for your final Location to be developed in such city, county or designated market area under this Agreement is determined; or (c) as otherwise provided in this Agreement.

Notwithstanding anything in this Agreement, upon the earliest occurrence of any of the foregoing events (i) the Development Protected Area shall expire and (ii) we will be entitled to develop and operate, or to franchise others to develop and operate, B Nutritious Locations in the Development Protected Area, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated. At the time you execute your final Franchise Agreement under the Development Schedule, you must have an Authorized Location for your final Location.

D. The rights granted under this Agreement are limited to the right to develop and operate Locations located in the Development Protected Area, and do not include (i) any right to sell Products and services identified by the Trademarks at any location or through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce), other than at Locations within the Development Protected Area, (ii) any right to sell Products and services identified by the Trademarks to any person or entity for resale or further distribution, or (iii) any right to exclude, control or

impose conditions on our development or operation of franchised, company or affiliate owned Locations at any time or at any location outside of the Development Protected Area. You may not use "B Nutritious" or any of the other Trademarks as part of the name of your corporation, partnership, limited liability company or other similar entity.

You acknowledge and agree that (i) we and our affiliates have the right to operate or franchise within the Designated Area one or more facilities selling all or some of the Products, using the Trademarks or any other trademarks, service marks or trade names, without compensation to any franchisee, provided however, that such facilities shall not be mobile facilities but rather from a fixed location if it is confined to your Designated Area; (ii) we and our affiliates have the right outside of the Development Protected Area to grant other franchises or operate company or affiliate owned B Nutritious Locations and offer, sell or distribute any products or services associated with the System (now or in the future) under the Trademarks or any other trademarks, service marks or trade names or through any distribution channel or method, all without compensation to any developer; and (iii) we and our affiliates have the right to operate and franchise others to operate Locations or any other business within and outside the Development Protected Area under trademarks other than the B Nutritious Trademarks, without compensation to any developer, except that our operation of, or association or affiliation with, Locations (through franchising or otherwise) in the Development Protected Area that compete with B Nutritious Locations in the service oriented Location segment will only occur through some form of merger or acquisition with an existing Location chain.

In addition, we and our affiliates have the right to offer, sell or distribute, within the Development Protected Area, any Products or services associated with the System (now or in the future) or identified by the Trademarks, or any other trademarks, service marks or trade names, except for Prohibited Items (as defined below), through any distribution channels or methods, without compensation to any developer. The distribution channels or methods include, without limitation, grocery stores, club stores, convenience stores, wholesale, hospitals, clinics, health care facilities, business or industry locations (e.g. manufacturing site, office building), military installations, military commissaries or the internet (or any other existing or future form of electronic commerce).

The Prohibited Items are the following items that we will not sell in the Development Protected Area through other distribution channels or methods: NONE.

Further, you acknowledge that certain locations within the Development Protected Area are by their nature unique and separate in character from sites generally developed as B Nutritious Locations. As a result, you agree that the following locations ("Special Sites") are excluded from the Development Protected Area and we have the right, subject to our then-current Special Sites Impact Policy, to develop or franchise such locations: (1) military bases; (2) public transportation facilities; (3) sports facilities, including race tracks; (4) student unions or other similar buildings on college or university campuses; (5) amusement and theme parks; and (6) community and special events.

E. This Agreement is not a Franchise Agreement and you have no right to use in any manner the Trademarks by virtue of this Agreement. You have no right under this Agreement to sublicense or sub-franchise others to operate a business or Location or use the System or the Trademarks.

DEVELOPMENT FEE

3. You must pay a Development Fee as described below:

A. As consideration for the rights granted in this Agreement, you must pay us a "Development Fee" of $17,500.00 x # of Locations, representing one-half of the Initial Franchise Fee for each Location to be developed under this Agreement. The Initial Franchise Fee for the first Location is $35,000.00. The Initial

Franchise Fee for the second Location and for each subsequent Location is $35,000.00 less $17,500.00 paid as deposit, which is $17,500.00.

The Development Fee is consideration for this Agreement and not consideration for any Franchise Agreement, is fully earned by us upon execution of this Agreement and is non-refundable. The part of the Initial Franchise Fee that is included in the Development Fee is credited against the Initial Franchise Fee payable upon the signing of each individual Franchise Agreement. The balance of the Initial Franchise Fee for the first Location must be paid at the time of execution of this Agreement, together with the execution by you of the Franchise Agreement for the first Location. The total amount to be paid by you at the time of execution of this Agreement pursuant to this Section, including both the Development Fee and the balance of the Initial Franchise Fee for your first Location is $35,000. The balance of the Initial Franchise Fee for each subsequent Location ($17,500) is due as specified in Section 3.B.

B. You must submit a separate application for each Location to be established by you within the Development Protected Area as further described in Section 4. Upon our consent to the site of your Location, a separate Franchise Agreement must be executed for each such Location, at which time the balance of the Initial Franchise Fee for that Location is due and owing. Such payment represents the balance of the appropriate Initial Franchise Fee, as described above in Section 3.A. Upon the execution of each Franchise Agreement, the terms and conditions of the Franchise Agreement control the establishment and operation of such Location.

DEVELOPMENT SCHEDULE

4. The following provisions control with respect to your development rights and obligations:

A. You are bound by and strictly must follow the Development Schedule. By the dates set forth under the Development Schedule, you must enter into Franchise Agreements with us pursuant to this Agreement for the number of Locations described under the Development Schedule. You also must comply with the Development Schedule requirements regarding (i) the Location type to be developed and the opening date for each Location and (ii) the cumulative number of Locations to be open and continuously operating for business in the Development Protected Area. If you fail to either execute a Franchise Agreement or to open a Location according to the dates set forth in the Franchise Agreement, we, in our sole discretion, may (i) require that you hire a franchise development expert with recognized experience in developing franchises in a similar line of business to ours or (ii) immediately terminate this Agreement pursuant to Section 7.B.

B. You may not develop a Location unless (i) at least 45 days, but no more than 60 days, prior to the date set forth in the Development Schedule for the execution of each Franchise Agreement, you send us a notice (a) requiring that we send you our then current disclosure documents, (b) confirming your intention to develop the particular Location and (c) sending us all information necessary to complete the Franchise Agreement for the particular Location and (ii) all of the following conditions have been met (these conditions apply to each Location to be developed in the Development Protected Area):

1. Your Submission of Proposed Site. You must find a proposed site for the Location which you reasonably believe to conform to our site selection criteria, as modified by us from time to time, and submit to us a complete site report (containing such demographic, commercial, and other information and photographs as we may reasonably require) for such site.

2. Our Consent to Proposed Site. You must receive our written consent to your proposed site. We agree not to unreasonably withhold consent to a proposed site. Prior to granting

our consent to a site, you must have the site evaluated by the proprietary site evaluator software that has been developed by MapQuest or any similar mapping software. In approving or disapproving any proposed site, we will consider such matters as we deem material, including demographic characteristics of the proposed site, traffic patterns, competition, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase or lease obligations for the proposed site) and the size of premises, appearance and other physical characteristics. Our consent to a proposed site, however, does not in any way constitute a guaranty by us as to the success of the Location.

3. Your Submission of Information. You must furnish to us, at least 30 days prior to the earliest of (i) the date set forth in the Development Schedule by which you must execute a Franchise Agreement or (ii) the actual date in which the Franchise Agreement would be executed, a franchise application for the proposed Location, financial statements and other information regarding you, the operation of any of your other Locations within the Development Protected Area and the development and operation of the proposed Location (including, without limitation, investment and financing plans for the proposed Location) as we may reasonably require.

4. Your Compliance with Our Then-Current Standards for Franchisees. You must receive written confirmation from us that you meet our then-current standards for franchisees, including financial capability criteria for the development of a new Location. You acknowledge and agree that this requirement is necessary to ensure the proper development and operation of your Locations and preserve and enhance the reputation and goodwill of all B Nutritious Locations and the goodwill of the Trademarks. Our confirmation that you meet our then-current standards for the development of a new Location, however, does not in any way constitute a guaranty by us as to your success.

5. Good Standing. You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates. You also must have satisfied, on a timely basis, all monetary and material obligations under the Franchise Agreements for all existing Locations.

6. Execution of Franchise Agreement. You and we must enter into our then-current form of Franchise Agreement for the proposed Location. You understand that we may modify the then-current form of Franchise Agreement from time to time and that it may be different than the current form of Franchise Agreement, including different fees and obligations. You understand and agree that any and all Franchise Agreements will be construed and exist independently of this Agreement. The continued existence of each Franchise Agreement will be determined by the terms and conditions of such Franchise Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each Location must be in accordance with the terms of the applicable Franchise Agreement.

C. You must begin substantial construction of each of the Locations at least 150 days before the deadline to open each of the Locations if the Location will be in a free-standing location or at least 120 days before the deadline to open the Location if the Location will be in a non-free standing location. In addition, on or before the deadlines to start construction you must submit to us executed copies of any loan documents and/or any other document that proves that you have secured adequate financing to complete the construction of the Location by the date you are obligated to have that Location open and in operation. In

the event that you fail to comply with any of these obligations, we will have the right to terminate this Agreement without opportunity to cure pursuant to subparagraph 7.B.

D. You acknowledge that you have conducted an independent investigation of the prospects for the establishment of Locations within the Development Protected Area and recognize that the business venture contemplated by this Agreement involves business and economic risks and that your financial and business success will be primarily dependent upon the personal efforts of you and your management and employees. We expressly disclaim the making of, and you acknowledge that you have not received, any estimates, projections, warranties or guaranties, express or implied, regarding potential gross sales, profits, earnings or the financial success of the Locations you develop within the Development Protected Area.

E. You recognize and acknowledge that this Agreement requires you to open Locations in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in the Franchise Disclosure Document and Franchise Agreement are only estimates and are subject to increase over time, and that future Locations likely will involve different initial investment and operating capital requirements than those stated in the Franchise Disclosure Document or Franchise Agreement provided to you prior to the execution of this Agreement. You are obligated to execute all the Franchise Agreements and open all the Locations on the dates set forth on the Development Schedule, regardless of (i) the requirement of a greater investment, (ii) the financial condition or performance of your prior Locations, or (iii) any other circumstances, financial or otherwise. The foregoing shall not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with each and every condition necessary to develop the Locations.

TERM

5. Unless sooner terminated in accordance with Section 7 of this Agreement, the term of this Agreement and all rights granted to you will expire on the date that your last B Nutritious Location is scheduled to be opened under the Development Schedule.

YOUR DUTIES

6. You must perform the following obligations:

A. You must comply with all of the terms and conditions of each Franchise Agreement, including the operating requirements specified in each Franchise Agreement.

B. You and your owners, officers, directors, shareholders, partners, members and managers (if any) acknowledge that your entire knowledge of the operation of a B Nutritious Location and the System, including the knowledge or know-how regarding the specifications, standards and operating procedures of the services and activities, is derived from information we disclose to you and that certain information is proprietary, confidential and constitutes our trade secrets. The term "trade secrets" refers to the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors and any proprietary information contained in the manuals or otherwise communicated to you in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Locations. You and your owners, officers, directors, shareholders, partners, members and managers (if any), jointly and severally, agree that at all times during and after the term of this Agreement, you will maintain the absolute confidentiality of all such proprietary information and will not disclose, copy, reproduce, sell or use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by us.

We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from the individuals identified in the first sentence of this paragraph and other key employees.

C. You must comply with all requirements of federal, state, and local laws, rules, and regulations.

D. If you at some time in the future desire to make either a public or a private offering of your securities, prior to such offering and sale, and prior to the public release of any statements, data, or other information of any kind relating to the proposed offering of your securities, you must secure our written approval, which approval will not be unreasonably withheld. You must secure our prior written consent to any and all press releases, news releases and any and all other publicity, the primary purpose of which is to generate interest in your offering. Only after we have given our written approval may you proceed to file, publish, issue, and release and make public any said data, material and information regarding the securities offering. It is specifically understood that any review by us is solely for our own information, and our approval does not constitute any kind of authorization, acceptance, agreement, endorsement, approval, or ratification of the same, either expressly or implied. You may make no oral or written notice of any kind whatsoever indicating or implying that we and/or our affiliates have any interest in the relationship whatsoever to the proposed offering other than acting as Franchisor. You agree to indemnify, defend, and hold us and our affiliates harmless, and our affiliates' directors, officers, successors and assigns harmless from all claims, demands, costs, fees, charges, liability or expense (including attorneys' fees) of any kind whatsoever arising from your offering of information published or communicated in actions taken in that regard.

E. If neither you, your Principal Owner, nor any other person in your organization possesses, in our judgment, adequate experience and skills to allow you to locate, obtain, and develop prime locations in the Development Protected Area to allow you to meet your development obligations under this Agreement, we can require that you hire or engage a person with those necessary skills.

DEFAULT AND TERMINATION

7. The following provisions apply with respect to default and termination:

A. The rights and territorial protection granted to you in this Agreement have been granted in reliance on your representations and warranties, and strictly on the conditions set forth in Sections 2, 4 and 6 of this Agreement, including the condition that you comply strictly with the Development Schedule.

B. You will be deemed in default under this Agreement if you breach any of the terms of this Agreement, including the failure to meet the Development Schedule, or the terms of any Franchise Agreement or any other agreements between you or your affiliates and us or our affiliates. All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if: (i) you become insolvent, meaning unable to pay bills as they become due in the ordinary course of business, (ii) a receiver of your property is appointed by a court of competent authority, (iii) you make a general assignment or other similar arrangement for the benefit of your creditors, (iv) a final judgment remains unsatisfied of record for 30 days or longer (unless supersedes bond is filed), (v) execution is levied against your business or property, (vi) suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within 30 days, or is not in the process of being dismissed, (vii) you fail to meet the development obligations set forth in the Development Schedule attached as Appendix B, (viii) failure to start substantial construction of any of the Locations by the date established in Section 4.C (ix) failure to secure financing for the construction of any of the Locations by the date set forth in Section 4.C (x) you fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after written notice of that failure is delivered to you, or (xi) we have delivered to you a notice of termination of a Franchise Agreement in accordance with its terms and conditions.

C. Alternatively, and at our discretion, in the event that you fail to meet the Development Schedule, we may elect to modify the Development Schedule and reduce the number of Locations granted to you therein to a schedule which we believe, in our sole and absolute discretion, which you are more capable of managing.

RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION

8. Upon termination or expiration of this Agreement, all rights granted to you will automatically terminate, and:

A. All remaining rights granted to you to develop Locations under this Agreement will automatically be revoked and will be null and void. You will not be entitled to any refund of any fees. You will have no right to develop or operate any business for which a Franchise Agreement has not been executed by us. We will be entitled to develop and operate, or to franchise others to develop and operate, B Nutritious Locations in the Development Protected Area, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated.

B. You must immediately cease to operate your business under this Agreement and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former developer of ours.

C. You must take such action as may be necessary to cancel or assign to us or our designee, at our option, any assumed name or equivalent registration that contains the name or any of the words "B Nutritious" or any other Trademark of ours, and you must furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

D. You must assign to us or our designee all your right, title, and interest in and to your telephone numbers and must notify the telephone company and all listing agencies of the termination or expiration of your right to use any telephone number in any regular, classified or other telephone directory listing associated with the Trademarks and to authorize transfer of same at our direction.

E. You must, within thirty (30) days of the termination or expiration, pay all sums owing to us and our affiliates, including the balance of the Initial Franchise Fees that we would have received had you developed all of the Locations set forth in the Development Schedule. In addition to the Initial Franchise Fees for undeveloped Locations, you agree to pay as fair and reasonable liquidated damages (but not as a penalty) an amount equal to $10,000.00 for each undeveloped Location. You agree that this amount is for lost revenues from Continuing Fees and other amounts payable to us, including the fact that you were holding the development rights for those Locations and precluding the development of certain Locations in the Development Protected Area, and that it would be difficult to calculate with certainty the amount of damage we will incur. Notwithstanding your agreement, if a court determines that this liquidated damages payment is unenforceable, then we may pursue all other available remedies, including consequential damages.

All unpaid amounts will bear interest at the rate of 18% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual. In the event of termination for any default by you, the sums due will include all damages, costs, and expenses, including reasonable attorneys' fees and expenses, incurred by us as a result of the default. You also must pay to us all damages, costs, and expenses, including reasonable attorneys' fees and expenses that we incur subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

F. If this Agreement is terminated solely for your failure to meet the Development Schedule and for no other reason whatsoever, and you have opened at least 50% of the total number of Locations provided for in the Development Schedule, you may continue to operate those existing Locations under the terms of the separate Franchise Agreement for each Location. On the other hand, if this Agreement is terminated under any other circumstance, we have the option to purchase from you at book value all the assets used in the Locations that have been developed prior to the termination of this Agreement. Assets include leasehold improvements, equipment, automobiles/trucks/vans, furniture, fixtures, signs, inventory, liquor licenses, and other transferable licenses and permits for the Locations.

We have the unrestricted right to assign this option to purchase. We or our assignee will be entitled to all customary warranties and representations given by the seller of a business including, without limitation, representations and warranties as to (i) ownership, condition and title to assets; (ii) liens and encumbrances relating to the assets; and (iii) validity of contracts and liabilities, inuring to us or affecting the assets, contingent or otherwise. The purchase price for the assets of the Locations will be determined in accordance with the post-termination purchase option provision in the individual Franchise Agreement for each Location (with the purchase price to include the value of any goodwill of the business attributable to your operation of the Location if you are in compliance with the terms and conditions of the Franchise Agreement for that Location). The purchase price must be paid in cash at the closing of the purchase, which must take place no later than 90 days after your receipt of notice of exercise of this option to purchase, at which time you must deliver instruments transferring to us or our assignee: (i) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our assignee), with all sales and other transfer taxes paid by you; and (ii) all licenses and permits of the Locations that may be assigned or transferred. If you cannot deliver clear title to all of the purchased assets, or in the event there are other unresolved issues, the closing of the sale will be accomplished through an escrow. We have the right to set off against and reduce the purchase price by any and all amounts owed by you to us, and the amount of any encumbrances or liens against the assets or any obligations assumed by us. You and each holder of an interest in you must indemnify us and our affiliates against all liabilities not so assumed. You must maintain in force all insurance policies required pursuant to the applicable Franchise Agreement until the closing on the sale.

G. All of our and your obligations that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

TRANSFER

9. The following provisions govern any transfer:

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or legal entity.

B. This Agreement is entered into by us with specific reliance upon your personal experience, skills and managerial and financial qualifications. Consequently, this Agreement, and your rights and obligations under it, are and will remain personal to you. You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent and you transfer all of your rights and interests under all Franchise Agreements for Locations in the Development Protected Area. Accordingly, the assignment terms and conditions of the Franchise Agreements shall apply to any Transfer of your rights and interests under this Agreement. As used in this Agreement, the term "Transfer" means any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect,

voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you.

C. THE COMPANY'S RIGHT OF FIRST REFUSAL. If developer (or its owners) shall at any time determine to sell, assign or transfer for consideration this Agreement (or an interest therein) or an ownership interest in developer, or all or substantially all of the assets of developer, developer (or its owners) shall obtain a bona fide, executed written offer and earnest money deposit from a responsible and fully disclosed prospective purchaser and submit an exact copy of such offer to us. However, if the offeror proposes to buy any other property or rights, other than rights under Franchise Agreements executed pursuant hereto, from developer or any of its affiliated entities (or their respective owners) such proposal must be under a separate, contemporaneous offer. The price and terms of purchase offered to developer (or its owners) for the interest in this Agreement and Franchise Agreements or developer (or any affiliated entities) shall reflect the bona fide price offered therefore and shall not reflect any value for any other property or rights. We shall have the right, exercisable by written notice delivered to developer or its owners within fifteen (15) days from the date of delivery of an exact copy of such offer to us, to purchase this Agreement (or such interest in this Agreement) or such ownership interest in developer or such assets for the price and on the terms and conditions contained in such offer, provided that we may substitute cash for any form of payment proposed in such offer, our credit shall be deemed equal to the credit of any proposed purchaser and we shall have not less than fifteen (15) days to prepare for closing. If we do not exercise our right of first refusal, developer (or its owners) may complete the sale to such purchaser pursuant to and on the terms of such offer, subject to our approval, provided, however, that if the sale to such purchaser is not completed within one hundred eighty (180) days after delivery of such offer to us, or if there is a material change in the terms of the sale, we shall again have the right of first refusal provided herein.

D. DEATH OR PERMANENT DISABILITY OF DEVELOPER. Upon the death or permanent disability of developer or an owner of developer, the executor, administrator, conservator or other personal representative of such person shall transfer his interest within a reasonable time, not to exceed six (6) months from the date of death or permanent disability, to a third party approved by us. Such transfer, including, without limitation, transfer by devise or inheritance, shall be subject to all the terms and conditions for assignments and transfers contained in Section and, unless transferred by gift, devise or inheritance, subject to the terms of Section 9(C) hereof. Failure to dispose of such interest within said period of time shall constitute a breach of this Agreement.

E. CONDITIONS FOR APPROVAL OF TRANSFER. If developer (or, if developer is a corporation or partnership, its shareholders or partners) is in full compliance with this Agreement and all Franchise Agreements, we shall not unreasonably withhold our approval of a transfer that meets all the applicable requirements of this Section 9(E). The proposed transferee and its owners must be individuals of good moral character and otherwise meet our then applicable standards for developers of Locations. A transfer of this Agreement may be made only in connection with the transfer to the same transferee of all interests of developer (and all of its affiliated entities) in every Location developed pursuant to this Agreement. If the transfer is of the development rights granted under this Agreement or a controlling interest in developer, or is one of a series of transfers which in the aggregate constitute the transfer of the development rights granted under this Agreement or a controlling interest in developer, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

(1) the transferee must have sufficient business experience, aptitude and financial resources to operate developer's business and develop the Development Area;

(2) Developer must pay us and our affiliates all amounts owed to us or our affiliates which are then due and unpaid and submit all required reports and statements which have not yet been submitted;

(3) the transferee must agree to be bound by and expressly assume all of the terms and conditions of this Agreement for the remainder of its term;

(4) Developer (and its owners) must execute general releases of any and all claims against us, our affiliates, officers, directors, employees and agents;

(5) all Franchise Agreements between us and Developer or any affiliated entity must be transferred to the transferee of this Agreement (or the transferee of a controlling interest in developer);

(6) Developer or the transferee must pay us a transfer fee in an amount equal to the Company's out-of-pocket expenses, which shall not exceed $17,500.00, relating to review and approval of the proposed transfer; and this transfer fee shall be in addition to any and all transfer fees paid in connection with the transfers of Franchise Agreements in conjunction with this transfer;

(7) the transferee and/or its personnel must agree to complete our training program to our satisfaction, for which the transferee must pay to the Company its then-current training fee; and

(8) We shall not have exercised its right of first refusal pursuant to Section 9C hereof. If the proposed transfer is to or among owners of developer who have executed the attached form of Owner's Guaranty and Assumption of Developer's Obligations, none of the above requirements shall apply, and it should only require notice to the Company. Subparagraph (8) shall not apply to transfers by gift, bequest or inheritance. In connection with any assignment permitted under this Section 9E, developer shall provide us with all documents to be executed by developer and the proposed assignee or transferee at least thirty (30) days prior to execution.

MISCELLANEOUS

10. The parties agree to the following provisions:

A. You agree to indemnify, defend, and hold us, our affiliates and our officers, directors, shareholders and employees harmless from and against any and all claims, losses, damages and liabilities, however caused, arising directly or indirectly from, as a result of, or in connection with, the development, use and operation of your Locations, as well as the costs, including attorneys' fees, of defending against them ("Franchise Claims"). Franchise Claims include, but are not limited to, those arising from any death, personal injury or property damage (whether caused wholly or in part through our or our affiliate's active or passive negligence), latent or other defects in any Location, or your employment practices. In the event a Franchise Claim is made against us or our affiliates, we reserve the right in our sole judgment to select our own legal counsel to represent our interests, at your cost.

B. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

C. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. This Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This

Agreement constitutes the sole agreement between the parties with respect to the entire subject matter of this Agreement and embodies all prior agreements and negotiations with respect to the business. You acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your business. There are no representations or warranties of any kind, express or implied, except as contained in this Agreement (other than those within Franchisor's Disclosure Document and nothing in this Agreement is intended to disclaim any such representations made within the Franchise Disclosure Document).

D. Except as otherwise provided in this Agreement, any notice, demand or communication provided for must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or of termination, by registered or certified mail, and addressed as follows:

1. If to us, addressed to B NUTRITIOUS FRANCHISE, LLC, Attn.: Brian Nguyen at 2780 S. Jones Blvd., #200-3114, Las Vegas, Nevada 89146;

2. If to you, addressed to you at the last address we have on file for you;

Or, in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph.

E. Any modification, consent, approval, authorization or waiver granted in this Agreement required to be effective by signature will be valid only if in writing executed by the Principal Owner or, if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents.

F. Applicable Law. You agree to be bound by the Dispute Resolution provisions found in Section 23 of any Franchise Agreement between the parties as if set forth here and as being equally applicable to this Agreement and the dealings of the parties hereunder.

G. If you are a corporation, partnership, limited liability company or partnership or other legal entity, all of your Principal Owners must execute the form of undertaking and guarantee at the end of this Agreement. Any person or entity that at any time after the date of this Agreement becomes a Principal Owner must execute the form of undertaking and guarantee at the end of this Agreement.

H. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

I. In the event of any failure of performance of this Agreement according to its terms by any party due to force majeure will not be deemed a breach of this Agreement. For purposes of this Agreement, "force majeure" shall mean acts of God, State or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies or any raw material, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or other similar event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of any party hereto, which prevents in whole or in material part the performance by one of the parties hereto of its obligations hereunder.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the dates written below.

Franchisor
B NUTRITIOUS FRANCHISE, LLC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Developer

_____
By: _____
Name: _____
Title: _____
Date: _____

Guarantors

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

APPENDIX A

DEVELOPMENT TERRITORY

Your Development Protected Area shall consist of the area _____
_____
_____
_____.

APPENDIX B

DEVELOPMENT SCHEDULE

Unit Number	Date by Which Franchise Agreement Must be Signed	Opening Date	Cumulative Number of Units Operating in Protected Area by the Date in the Preceding Column
1			
2			
3			
4			

APPENDIX C TO AREA DEVELOPMENT AGREEMENT

OWNER'S GUARANTY AND ASSUMPTION OF DEVELOPER'S OBLIGATIONS

As an inducement to B NUTRITIOUS FRANCHISE, LLC., a Nevada limited liability company ("Company") to execute B NUTRITIOUS FRANCHISE, LLC.'s Area Development Agreement between Company and _____ ("Developer" or "You") dated _____, 20__ (the "Agreement"), the undersigned, jointly and severally, hereby unconditionally guarantee to Company and Company's successors and assigns that all of Developer's monetary and other obligations under the Agreement will be punctually paid and performed.

Upon demand by the Company, the undersigned each hereby jointly and severally agree to immediately make each payment required of Developer under the Agreement and waive any right to require the Company to: (a) proceed against Developer for any payment required under the Agreement; (b) proceed against or exhaust any security from Developer; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Developer; or (d) give notice of demand for payment by Developer. Without affecting the obligations of the undersigned under this Guarantee, the Company may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Developer, or settle, adjust, or compromise any claims against Developer, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement.

The undersigned each hereby jointly and severally agree to defend, indemnify and hold Company, Company's affiliates, and their respective officers, directors, employees, and agents harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Developer to perform any obligation of Developer under the Agreement, any amendment thereto, or any other agreement executed by Developer referred to therein.

The undersigned each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the covenants contained in the Agreement, and acknowledge and agree that this Guarantee does not grant the undersigned any right to use the "B Nutritious" marks or system licensed to Developer under the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms.

Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

If the Company is required to enforce this Guarantee in a judicial or arbitration proceeding, and prevails in such proceeding, the Company shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If the Company is required to engage legal counsel in connection with any failure by

the undersigned to comply with this Guarantee, the undersigned shall reimburse the Company for any of the above-listed costs and expenses the Company incurs.

Dispute Resolution. You agree to be bound by the Dispute Resolution provisions found in Section 23 of any Franchise Agreement between the parties as if set forth here and as being equally applicable to this Guaranty and the dealings of the parties hereunder.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

Guarantors

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

APPENDIX D TO THE AREA DEVELOPMENT AGREEMENT

LIST OF PRINCIPALS

Holders of Legal or Beneficial Interest:

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

Percentage of Ownership: _____%

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

Percentage of Ownership: _____%

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

Percentage of Ownership: _____%

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

Percentage of Ownership: _____%

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

Percentage of Ownership: _____%

Officers and Directors:

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

Percentage of Ownership: _____%

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

APPENDIX E TO THE AREA DEVELOPMENT AGREEMENT

CONTINUING PERSONAL GUARANTY

In consideration of, and as an inducement to, the execution of the B NUTRITIOUS FRANCHISE, LLC. Area Development Agreement dated as of _____, _____ (the "Area Development Agreement") by and between B NUTRITIOUS FRANCHISE, LLC., a Nevada limited liability company ("FRANCHISOR") and _____ ("DEVELOPER"), each of the undersigned owners of an interest in DEVELOPER ("GUARANTORS") hereby personally and unconditionally agree as follows:

1. The GUARANTORS unconditionally endorse, guarantee and promise, to and for the benefit of FRANCHISOR, that they shall promptly, fully and faithfully perform, observe, and discharge all of the obligations arising from or in connection with the Area Development Agreement and that GUARANTORS will be bound by all of the terms of the Area Development Agreement. GUARANTORS' obligations are joint and several. GUARANTORS acknowledge receipt and review of the Area Development Agreement.

2. GUARANTORS each waive the benefit of any statute of limitations affecting GUARANTORS' liability under this Guaranty.

3. The Guaranty is a continuing Guaranty of the obligations set forth in the Area Development Agreement including any and all such obligations which are renewed, extended, modified or restructured from time to time. The provisions of the Area Development Agreement may be changed by agreement between FRANCHISOR and DEVELOPER at any time, or by course of conduct, without the consent of and without notice to GUARANTORS. This Guaranty shall guarantee the performance of the Area Development Agreement. Sale or transfer of the Area Development Agreement (as permitted by the Area Development Agreement) shall not affect this Guaranty.

4. This Guaranty shall not be affected by FRANCHISOR'S failure or delay to enforce any of its rights.

5. GUARANTORS agree that they are each directly and primarily liable to FRANCHISOR and that their obligations hereunder are independent of the obligations under the Area Development Agreement. If DEVELOPER defaults under the Area Development Agreement, FRANCHISOR can proceed immediately against GUARANTORS or DEVELOPER, or both, any rights that it has under the Area Development Agreement, or pursuant to applicable laws. If the Area Development Agreement terminates and FRANCHISOR has any rights it can enforce against DEVELOPER after termination, FRANCHISOR can enforce those rights against GUARANTORS without giving previous notice to DEVELOPER or GUARANTORS, or without making any demand on either of them.

6. GUARANTORS each waive the right to require FRANCHISOR to (a) proceed against any person, including DEVELOPER or any other guarantor; (b) proceed against or exhaust any security that FRANCHISOR holds from any person, including DEVELOPER or any other guarantor; (c) give notice of the terms, time and place of any public or private sale of personal property security held from the DEVELOPER or any other person, or otherwise comply with the provisions of Section 9-504 of the Uniform Commercial Code; or (d) pursue any other remedy in FRANCHISOR'S power. GUARANTORS each waive any defense based upon or arising by reason of (1) any disability or any other defense of DEVELOPER or any other person; (2) the cessation or limitation from any cause whatsoever, other than payment in full, of the indebtedness or obligations of DEVELOPER or any other person; (3) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf of

DEVELOPER which is a corporation, partnership or other type of entity, or any defect in the formation of such DEVELOPER; (4) the application by DEVELOPER of the proceeds of any indebtedness or obligations for purposes other than the purposes represented by DEVELOPER to FRANCHISOR or intended or understood by FRANCHISOR or GUARANTOR; (5) any act or omission by FRANCHISOR which directly or indirectly results in or aids in the discharge of DEVELOPER or any indebtedness or obligations thereof by operation of law or otherwise; (6) any modification of the indebtedness or the obligations of DEVELOPER, in any form whatsoever, including without limitation the renewal, extension, acceleration or other change in time for payment of such indebtedness or obligations, or other change in the terms of such indebtedness or obligations or any part thereof, including increase or decrease of the rate of interest thereon. Until all of DEVELOPER'S obligations to FRANCHISOR have been discharged in full, GUARANTORS have no right to subrogation against DEVELOPER, and GUARANTORS each waive any defense GUARANTOR may have based upon any election of remedies of FRANCHISOR which destroys GUARANTORS' subrogation rights or GUARANTORS' rights to proceed against DEVELOPER for reimbursement, including without limitation any loss of rights GUARANTORS may suffer by reason of any rights, powers or remedies of DEVELOPER in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging DEVELOPER'S obligations. Until all of DEVELOPER'S obligations to FRANCHISOR shall have been paid in full, GUARANTORS each further waive any right to enforce any remedy which FRANCHISOR now has or may hereafter have against DEVELOPER or any other person, and waives any benefit, or any right to participate in any security whatsoever now or hereafter held by FRANCHISOR. GUARANTORS each waive any defense based on a destruction of its rights of subrogation by FRANCHISOR and consents to any action by FRANCHISOR which destroys its rights of subrogation. GUARANTORS each waive its right to enforce any remedies that FRANCHISOR now has, or later may have, against DEVELOPER. GUARANTOR waives any right to participate in any security now or later held by FRANCHISOR. GUARANTORS each waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notice of dishonor, and notices of acceptance of this Guaranty, and waive all notices of the existence, creation, or incurring of new or additional obligations. GUARANTORS each warrant and agree that each of the waivers set forth above are made by GUARANTOR with full knowledge of their significance and consequences, and under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the extent permitted by law.

7. GUARANTORS each represent and warrant to FRANCHISOR that:

(a) GUARANTORS have not and shall not, without the prior written consent of FRANCHISOR, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or a substantial part of their respective assets other than in the ordinary course of business;

(b) FRANCHISOR has made no representation to GUARANTORS as to the credit worthiness of DEVELOPER; and

(c) GUARANTORS have established adequate means of obtaining from DEVELOPER on a continuing basis financial and other information pertaining to DEVELOPER'S financial condition. GUARANTORS agree to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect GUARANTORS' risks hereunder, and GUARANTORS further agree that FRANCHISOR shall have no obligation to disclose to GUARANTORS any information or material about DEVELOPER which is acquired by FRANCHISOR in any manner.

8. GUARANTORS each acknowledge that FRANCHISOR has the right to sell, assign, transfer, negotiate or grant participation in all or any part of, or any interest in, any of DEVELOPER'S

obligations to FRANCHISOR and any obligations with respect thereto, including this Guaranty. In connection therewith, FRANCHISOR may disclose all documents and information which FRANCHISOR now has or hereafter acquires relating to GUARANTORS and this Guaranty, whether furnished by DEVELOPER, GUARANTORS or otherwise. GUARANTORS further agree that FRANCHISOR may disclose such documents and information to DEVELOPER.

9. If FRANCHISOR disposes of its interest in the Area Development Agreement, FRANCHISOR as used in this Guaranty, shall mean FRANCHISOR'S successors and assigns.

10. If FRANCHISOR is required to enforce GUARANTORS' obligations by legal proceedings, the prevailing party shall be entitled to receive from the other all costs incurred, including, without limitation, reasonable attorneys' fees.

11. GUARANTORS may not voluntarily assign their obligations hereunder without the prior written consent of FRANCHISOR. If GUARANTORS assign their obligations as permitted hereunder, GUARANTORS' obligations under this Guaranty shall be binding on GUARANTORS' successors and assigns.

12. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

IN WITNESS WHEREOF, the undersigned have executed this Continuing Personal Guaranty as of the _____ day of _____, _____.

PERCENTAGE OF OWNERSHIP INTERESTS IN DEVELOPER	**GUARANTOR(S)**
_____	_____ (Signature) _____ (Print Name)
_____	_____ (Signature) _____ (Print Name)
_____	_____ (Signature) _____ (Print Name)

_____
(Signature)

_____

_____
(Print Name)

_____
(Signature)

_____

_____
(Print Name)

EXHIBIT F TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

UNAUDITED BALANCE SHEET AS OF ~~MAY 31, 2021~~MARCH 31, 2022, AND UNAUDITED PROFIT AND LOSS STATEMENT FOR THE PERIOD FROM JANUARY 1, ~~2021~~ 2022 TO ~~MAY 31, 2021~~MARCH 31, 2022

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

B Nutritious Franchise, LLC
Balance Sheet
As of May 31, 2021

		Total
ASSETS		
Current Assets		
Bank Accounts		
1010.01 Cash on hand		4,883.44
Total Bank Accounts	$	4,883.44
Accounts Receivable		
1090 Accounts Receivable (A/R)		0.00
Total Accounts Receivable	$	0.00
Other Current Assets		
1100 Due To/From Brian		0.00
1110 Due To/From B Nutritious LLC		0.00
1405 Notes Receivable - Franchise Fee		22,941.82
1410 Undeposited Funds		0.00
Total Other Current Assets	$	22,941.82
Total Current Assets	$	27,825.26
Other Assets		
1400 Notes Receivable - Asset Sale		61,177.66
Total Other Assets	$	61,177.66
TOTAL ASSETS	$	89,002.92
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2005 Accounts Payable		4,039.43
Total Accounts Payable	$	4,039.43
Other Current Liabilities		
2500 Deferred Revenue		56,416.67
2501 Deferred Revenue - Current		6,500.00
Total Other Current Liabilities	$	62,916.67
Total Current Liabilities	$	66,956.10
Total Liabilities	$	66,956.10
Equity		
3110 Contributed Capital		237,129.08
3150 Drawing		-11,097.25
3160 Retained Earnings		-187,881.09
Net Income		-16,103.92
Total Equity	$	22,046.82
TOTAL LIABILITIES AND EQUITY	$	89,002.92

No assurance is provided on these financial statements, which omit substantially all of the disclosures required under generally accepted accounting principles.

B Nutritious Franchise, LLC
Profit and Loss
January - May, 2021

		Total
Income		
Service/Fee Income		7,972.36
Total Income	**$**	**7,972.36**
Gross Profit	**$**	**7,972.36**
Expenses		
5100 Advertising		6,552.25
5200 Legal & Professional		17,078.03
5410 Licenses & Permits		
5410.1 License Fees - Franchise		394.00
Total 5410 Licenses & Permits	$	394.00
7130 Bank Charges		12.00
7150 QuickBooks Payments Fees		40.00
Total Expenses	**$**	**24,076.28**
Net Operating Income	**-$**	**16,103.92**
Net Income	**-$**	**16,103.92**

No assurance is provided on these financial statements, which omit substantially all of the disclosures required under generally accepted accounting principles.

B NUTRITIOUS FRANCHISE, LLC

FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019

B NUTRITIOUS FRANCHISE, LLC

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INDEPENDENT AUDITORS' REPORT

To the Member of
B Nutritious Franchise, LLC

We have audited the accompanying financial statements of B Nutritious Franchise, LLC, which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations, member's equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of B Nutritious Franchise, LLC as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Aprio, LLP

Birmingham, Alabama
May 5, 2021

Aprio, LLP 1200 Corporate Drive Suite 200, Birmingham, Alabama 35242 205.991.5506 Aprio.com

Independently Owned and Operated Member of Morison KSi

B NUTRITIOUS FRANCHISE, LLC
BALANCE SHEETS
DECEMBER 31, 2020 AND 2019

ASSETS

	2020	2019
Current assets		
Cash and cash equivalents	$ 2,353	$ 631
Franchise fees receivable	25,000	-
Total assets	$ 27,353	$ 631

LIABILITIES AND MEMBER'S EQUITY (DEFICIT)

Current liabilities		
Accounts payable	$ 11,286	$ 22,700
Deferred revenue - current	6,500	-
Total current liabilities	17,786	22,700
Long-term liabilities		
Deferred revenue - non-current	56,417	-
Total liabilities	74,203	22,700
Members' equity (deficit)		
Members' capital	141,032	76,100
Accumulated deficit	(187,882)	(98,169)
Member's equity (deficit)	(46,850)	(22,069)
Total liabilities and members' equity (deficit)	$ 27,353	$ 631

See auditors' report and accompanying notes

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B NUTRITIOUS FRANCHISE, LLC
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
Revenue	$ 2,083	$ -
Operating expenses		
Bank charges	124	29
Advertising	4,147	2,320
Design fees	-	10,000
Legal and professional fees	8,658	3,500
Consulting fees	77,881	79,500
Licenses and permits	365	2,820
Postage and shipping	621	-
Total operating expenses	91,796	98,169
Net loss	$ (89,713)	$ (98,169)

See auditors' report and accompanying notes

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B NUTRITIOUS FRANCHISE, LLC
STATEMENTS OF MEMBER'S EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

MEMBER'S EQUITY - December 31, 2018	$	1,500
Member Contributions		74,600
Net Loss		(98,169)
MEMBER'S DEFICIT - December 31, 2019		(22,069)
Member Contributions		64,932
Net Loss		(89,713)
MEMBER'S DEFICIT - December 31, 2020	$	(46,850)

See auditors' report and accompanying notes

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B NUTRITIOUS FRANCHISE, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
Cash flows from operating activities		
Net loss	$ (89,713)	$ (98,169)
Change in operating assets and liabilities:		
Notes receivable	(25,000)	-
Accounts payable	(11,414)	22,700
Deferred revenue	62,917	-
Total adjustments	26,503	22,700
Cash used by operating activities	(63,210)	(75,469)
Cash flows from financing activities		
Capital contributions	64,932	74,600
Cash provided by financing activities	64,932	74,600
Net increase (decrease) in cash and cash equivalents	1,722	(869)
Cash and cash equivalents, beginning of the year	631	1,500
Cash and cash equivalents, end of year	$ 2,353	$ 631

See auditors' report and accompanying notes

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B NUTRITIOUS FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

Note A
Summary of Significant Accounting Policies

Nature of Operations:

B Nutritious Franchise, LLC, a limited-liability company, was formed on May 14, 2018 in the state of Nevada. The Company's principle purpose is to offer and sell franchises that provide professional meal preparation agency/healthy food in a restaurant environment that offers dine-in, take-out, and food delivery services. In addition, the Company also provides catering and meal prep services.

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Cash and Cash Equivalents:

For the purpose of the statements of cash flows, the Company considers all highly liquid instruments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable - Trade:

The Company extends credit to customers located primarily throughout North America based on the size of the customer, its payment history, and other factors. The Company generally does not require collateral to support customer receivables. The Company provides an allowance for doubtful accounts based upon a review of the outstanding accounts receivable, historical collection information and existing economic conditions. The Company determines if receivables are past due based on days outstanding, and amounts are written off when determined to be uncollectible by management. The maximum accounting loss from the credit risk associated with accounts receivable is the amount of the receivable recorded, which is the face amount of the receivable, net of the allowance for doubtful accounts.

Revenue Recognition:

The Company's revenues consist of initial franchise fees to establish the franchisee's business, store royalty fees based on sales, and marketing and advertising fees based on sales. Initial franchise fees are recognized as the Company satisfies the performance obligations over the franchise term per the franchise agreements. Store royalty fees and marketing and advertising fees are based on a percentage of sales from the stores and are recognized at the time of the underlying sales.

Franchise fee revenue was $2,083 and $- for the years ended December 31, 2020 and 2019, respectively. The Company had two franchisees signed, but not operating, as of December 31, 2020 and zero franchisees as of December 31, 2019.

Advertising:

The Company expenses advertising costs as incurred. Advertising expenses were $4,147 and $2,320 for the years ended December 31, 2020 and 2019, respectively.

Note A
Summary of Significant Accounting Policies (Continued)

Income Taxes:

The Company has elected Limited Liability Corporation status under the Internal Revenue Code. Accordingly, the Company's taxable income is includable in the personal tax returns of its member. As such, no provision for income taxes has been made in the accompanying financial statements.

The Company follows the guidance regarding the recognition and measurement of uncertain tax positions. The guidance clarifies the accounting for uncertainty in income taxes recognized in an entity's financial statements. The guidance further prescribes recognition and measurement of tax provisions taken or expected to be taken on a tax return that are uncertain to be realized. The application of this standard had no impact on the Company's financial statement. The Company's tax returns since inception (2018) are subject to examinations by tax authorities.

Recent Accounting Pronouncements:

On May 28, 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customer (Topic 606)". The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The new guidance establishes the principles to report useful information to users of the financial statements about the nature, timing and uncertainty of revenue from contracts with customers. The Company adopted the new standard effective January 1, 2020 for the year ended December 31, 2020.

In February 2016, the FASB issued an update to its guidance on lease accounting. This update revises the accounting for operating leases by a lessee, among other changes, and requires a lessee to recognize a liability to make lease payments and an asset representing its right to use the underlying asset for the lease term in the balance sheet. The distinction between finance and operating leases has not changed and the update does not significantly change the effect of finance and operating leases on the statement of operations. The guidance is effective for annual periods beginning after December 15, 2021, with early adoption permitted. The Company is in the process of evaluating the application and implementation of the new guidance.

Note B
Deferred Revenue

Deferred revenue represents unearned revenue generated from the sale of new franchises. Franchise fee revenue is recognized when performance obligations are satisfied. Management determined that performance obligations related to franchise fees are satisfied over time and revenue is recognized over the term of the franchise agreement. Deferred revenue was $62,917 and $- at December 31, 2020 and 2019, respectively.

Note C
Subsequent Events

The Company evaluated subsequent events through May 5, 2021, which is the date the financial statements were available to be issued, and concluded no events or transactions occurred during the period requiring additional recognition or disclosure, except as noted below.

In November 2020, the Company's sister company (B Nutritious, LLC) entered into an asset sale agreement with a new franchisee, effective January 1, 2021, related to the sale of substantially all of the operational assets of one of its restaurant locations and required the franchisee to simultaneously execute a franchise agreement with the Company. The asset sale agreement provided for a note receivable to be executed and delivered on January 1, 2021 totaling $90,000, which includes the proceeds for the asset purchase and the unfunded portion of the franchise fee ($25,000), which is included in the accompanying financial statements as a franchise fee receivable.

On March 8, 2021, the Company's member contributed capital to the Company for the purpose of funding operations totaling $20,000.

B NUTRITIOUS FRANCHISE, LLC

FINANCIAL STATEMENTS
DECEMBER 31, 2019

B NUTRITIOUS FRANCHISE, LLC

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INDEPENDENT AUDITORS' REPORT

To the Member of
B Nutritious Franchise, LLC

We have audited the accompanying financial statements of B Nutritious Franchise, LLC, which comprise the balance sheet as of December 31, 2019, and the related statements of operations, member's equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of B Nutritious Franchise, LLC as of December 31, 2019, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Aprio, LLP

Birmingham, Alabama
March 4, 2020

Aprio, LLP 1200 Corporate Drive Suite 200, Birmingham, Alabama 35242 205.991.5506 Aprio.com

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B NUTRITIOUS FRANCHISE, LLC
BALANCE SHEET
DECEMBER 31, 2019

ASSETS

Cash and cash equivalents	$ 631
Total assets	$ 631

LIABILITIES AND MEMBER'S DEFICIT

Current liabilities	
Accounts payable	$ 22,700
Total current liabilities	22,700
Member's Deficit	
Member's deficit	(22,069)
Total liabilities and member's deficit	$ 631

See auditors' report and accompanying notes

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B NUTRITIOUS FRANCHISE, LLC
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2019

Revenue	$ -
Operating expenses	
Bank charges	29
Advertising	2,320
Design fees	10,000
Professional fees	3,500
Consulting fees	79,500
Licenses and permits	2,820
Total operating expenses	98,169
Net loss	$ (98,169)

See auditors' report and accompanying notes

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B NUTRITIOUS FRANCHISE, LLC
STATEMENT OF MEMBER'S EQUITY (DEFICIT)
FOR THE YEAR ENDED DECEMBER 31, 2019

MEMBER'S EQUITY - December 31, 2018	$	1,500
Member Contributions		74,600
Net Loss		(98,169)
MEMBER'S DEFICIT - December 31, 2019	$	(22,069)

See auditors' report and accompanying notes

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B NUTRITIOUS FRANCHISE, LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2019

Cash flows from operating activities	
Net loss	$ (98,169)
Adjustments to reconcile net loss to net cash used by operating activities:	
Change in operating assets and liabilities:	
Accounts payable	22,700
Total adjustments	22,700
Cash used by operating activities	(75,469)
Cash flows from financing activities	
Capital contributions	74,600
Cash provided by financing activities	74,600
Net decrease in cash and cash equivalents	(869)
Cash and cash equivalents, beginning of the year	1,500
Cash and cash equivalents, end of year	$ 631

See auditors' report and accompanying notes

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Note A
Summary of Significant Accounting Policies

Nature of Operations:

B Nutritious Franchise, LLC, a limited-liability company, was formed on September 7, 2018 in the state of Nevada. The Company's principle purpose is to offer and sell franchises that provide professional meal preparation agency/healthy food in a restaurant environment that offers dine-in, take-out, and food delivery services. In addition, the Company also provides catering and meal prep services.

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Cash and Cash Equivalents:

For the purpose of the statements of cash flows, the Company considers all highly liquid instruments purchased with a maturity of three months or less to be cash equivalents.

Revenue Recognition:

The Company's revenues consist of initial franchise fees to establish the franchisee's business and store royalty fees based on sales. Initial franchise fees are recognized as the Company satisfies the performance obligations over the franchise term per the franchise agreements. Store royalty fees are based on a percentage of sales from the stores and are recognized at the time of the underlying sales.

Advertising:

The Company expenses advertising costs as incurred. Advertising expenses were approximately $2,320 for the year ended December 31, 2019.

Income Taxes:

The Company has elected Limited Liability Corporation status under the Internal Revenue Code. Accordingly, the Company's taxable income is includable in the personal tax returns of its member. As such, no provision for income taxes has been made in the accompanying financial statements.

The Company follows the guidance regarding the recognition and measurement of uncertain tax positions. The guidance clarifies the accounting for uncertainty in income taxes recognized in an entity's financial statements. The guidance further prescribes recognition and measurement of tax provisions taken or expected to be taken on a tax return that are uncertain to be realized. The application of this standard had no impact on the Company's financial statement. The Company's tax returns are subject to examinations by tax authorities for 2018.

Note A
Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements:

In February 2016, the FASB issued an update to its guidance on lease accounting. This update revises the accounting for operating leases by a lessee, among other changes, and requires a lessee to recognize a liability to make lease payments and an asset representing its right to use the underlying asset for the lease term in the balance sheet. The distinction between finance and operating leases has not changed and the update does not significantly change the effect of finance and operating leases on the statement of operations. The guidance is effective for annual periods beginning after December 15, 2020, with early adoption permitted. The Company is in the process of evaluating the application and implementation of the new guidance.

Note B
Subsequent Events

The Company evaluated subsequent events through March 4, 2020, when these financial statements were available to be issued. Management is not aware of any significant events that occurred subsequent to the balance sheet date but prior to the filing of this report that would have an material impact on the financial statements.

B Nutritious Franchise, LLC
Profit and Loss
January - March, 2022

	Total
Income	
4005 Service/Fee Income	7,015.73
4110 Franchise Fee Revenue	1,626.00
Total Income	**$ 8,641.73**
Gross Profit	**$ 8,641.73**
Expenses	
5200 Legal & Professional	15,080.00
5300 Payroll Expenses	
5305 Payroll Service Expenses	578.45
5310 Payroll Tax Expenses	470.00
5315 Payroll Wages Expenses	4,000.00
Total 5300 Payroll Expenses	**$ 5,048.45**
7130 Bank Charges	95.00
7150 QuickBooks Payments Fees	30.00
Total Expenses	**$ 20,253.45**
Net Operating Income	**-$ 11,611.72**
Net Income	**-$ 11,611.72**

Tuesday, Apr 19, 2022 03:34:10 PM GMT-7 - Accrual Basis

B Nutritious Franchise, LLC
Balance Sheet
As of March 31, 2022

		Total
ASSETS		
Current Assets		
Bank Accounts		
1010.01 Cash on hand		4,273.34
Total Bank Accounts	**$**	**4,273.34**
Accounts Receivable		
1090 Accounts Receivable (A/R)		2,267.22
Total Accounts Receivable	**$**	**2,267.22**
Other Current Assets		
1100 Due To/From Brian		919.48
1110 Due To/From B Nutritious LLC		0.00
1410 Undeposited Funds		0.00
Total Other Current Assets	**$**	**919.48**
Total Current Assets	**$**	**7,460.04**
Other Assets		
1400 Notes Receivable - Asset Sale		49,530.00
1405 Notes Receivable - Franchise Fee		16,670.00
Total Other Assets	**$**	**66,200.00**
TOTAL ASSETS	**$**	**73,660.04**
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2005 Accounts Payable		7,272.50
Total Accounts Payable	**$**	**7,272.50**
Credit Cards		
2105 Chase Credit Card		4,500.00
Total Credit Cards	**$**	**4,500.00**
Other Current Liabilities		
2405 Payroll Tax Liability		0.00
2501 Deferred Revenue - Current		6,500.00
2502 Deferred Revenue		48,286.67
Total Other Current Liabilities	**$**	**54,786.67**
Total Current Liabilities	**$**	**66,559.17**
Total Liabilities	**$**	**66,559.17**
Equity		
3110 Contributed Capital		237,129.08
3150 Drawing		-11,097.25
3160 Retained Earnings		-207,319.24
Net Income		-11,611.72
Total Equity	**$**	**7,100.87**
TOTAL LIABILITIES AND EQUITY	**$**	**73,660.04**

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B NUTRITIOUS FRANCHISE, LLC

FINANCIAL STATEMENTS
AS OF
DECEMBER 31, 2021 AND 2020
AND FOR THE YEARS ENDED
DECEMBER 31, 2021, 2020, AND 2019

B NUTRITIOUS FRANCHISE, LLC

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INDEPENDENT AUDITORS' REPORT

To the Member of
B Nutritious Franchise, LLC

Opinion

We have audited the accompanying financial statements of B Nutritious Franchise, LLC (a California company), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations, member's equity (deficit), and cash flows for the years ended December 31, 2021, 2020, and 2019, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of B Nutritious Franchise, LLC as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Correction of Error

As discussed in Note A to the financial statements, adjustments were made to the December 31, 2020, financial statements to correct an error to certain payables and deferred contract costs. Our opinion is not modified with respect to that matter.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of B Nutritious Franchise, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about B Nutritious Franchise, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of B Nutritious Franchise, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about B Nutritious Franchise, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Apio, LLP

Birmingham, Alabama
April 12, 2022

B NUTRITIOUS FRANCHISE, LLC
BALANCE SHEETS
DECEMBER 31, 2021 AND 2020

ASSETS

	2021	2020
Current assets		
Cash and cash equivalents	$ 4,467	$ 2,353
Accounts receivable - trade	1,746	-
Due from member	919	-
Current portion of notes receivable, net of discount	20,400	-
Franchise fees receivable	-	25,000
Deferred contract costs - current	1,200	1,200
Total current assets	28,732	28,553
Other assets		
Notes receivable, net of current portion and discount	46,672	-
Deferred contract costs - non-current	9,000	10,200
Total other assets	55,672	10,200
Total assets	$ 84,404	$ 38,753

LIABILITIES AND MEMBER'S EQUITY (DEFICIT)

Current liabilities		
Accounts payable	$ 3,001	$ 16,286
Deferred revenue - current	6,083	6,500
Total current liabilities	9,084	22,786
Long-term liabilities		
Deferred revenue - non-current	48,874	56,417
Total long-term liabilities	48,874	56,417
Total liabilities	57,958	79,203
Member's equity (deficit)		
Member's equity (deficit)	26,446	(40,450)
Total liabilities and member's equity (deficit)	$ 84,404	$ 38,753

See auditors' report and accompanying notes

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B NUTRITIOUS FRANCHISE, LLC
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020, AND 2019

	2021	2020	2019
Revenue			
Franchise fee revenue	$ 6,118	$ 2,083	$ -
Royalty revenue	19,834	-	-
Marketing revenue	5,233	-	-
Total revenue	31,185	2,083	-
Operating expenses			
Bank charges	102	124	29
Advertising	7,512	4,147	2,320
Design fees	-	-	10,000
Legal and professional fees	10,350	8,658	3,500
Consulting fees	24,095	71,481	79,500
Licenses and permits	350	365	2,820
Postage and shipping	30	621	-
Payroll expenses	4,793	-	-
Total operating expenses	47,232	85,396	98,169
Other income (expense)			
Interest income	2,403	-	-
Miscellaneous income	440	-	-
Miscellaneous expense	(111)	-	-
Total other income	2,732	-	-
Net loss	$ (13,315)	$ (83,313)	$ (98,169)

See auditors' report and accompanying notes

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B NUTRITIOUS FRANCHISE, LLC
STATEMENTS OF MEMBER'S EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020, AND 2019

MEMBER'S EQUITY - December 31, 2018	$ 1,500
Member Contributions	74,600
Net Loss	(98,169)
MEMBER'S DEFICIT - December 31, 2019	(22,069)
Member Contributions	64,932
Net Loss, as reported	(89,713)
MEMBER'S DEFICIT - December 31, 2020, as reported	(46,850)
Prior period adjustment - See Note A	6,400
MEMBER'S DEFICIT - December 31, 2020, as restated	(40,450)
Member Contributions	80,211
Net Loss	(13,315)
MEMBER'S EQUITY - December 31, 2021	$ 26,446

See auditors' report and accompanying notes

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B NUTRITIOUS FRANCHISE, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020, AND 2019

	2021	2020	2019
Cash flows from operating activities			
Net loss	$ (13,315)	$ (83,313)	$ (98,169)
Adjustments to reconcile net loss to net cash used by operating activities:			
Accretion of note receivable discount	(2,403)	-	-
Change in operating assets and liabilities:			
Accounts receivable - trade	(1,746)	(25,000)	-
Deferred contract costs	1,200	(11,400)	-
Due from member	(919)	-	-
Accounts payable	(13,285)	(6,414)	22,700
Deferred revenue	(6,118)	62,917	-
Total adjustments	(23,271)	20,103	22,700
Cash used by operating activities	(36,586)	(63,210)	(75,469)
Cash flows from investing activities			
Payments received on notes receivable	18,700	-	-
Cash provided by investing activities	18,700	-	-
Cash flows from financing activities			
Capital contributions	20,000	64,932	74,600
Cash provided by financing activities	20,000	64,932	74,600
Net increase in cash and cash equivalents	2,114	1,722	(869)
Cash and cash equivalents, beginning of the year	2,353	631	1,500
Cash and cash equivalents, end of year	$ 4,467	$ 2,353	$ 631

SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS

Conversion of franchise fee receivable to note receivable	$ 25,000	$ -	$ -
Capital contribution of note receivable	60,211	-	-
Discount on notes receivable - capital contribution	4,789	-	-
Discount on notes receivable - deferred revenue	1,842	-	-

See auditors' report and accompanying notes

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B NUTRITIOUS FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020, AND 2019

Note A
Summary of Significant Accounting Policies

Nature of Operations:

B Nutritious Franchise, LLC, a limited-liability company, was formed on May 14, 2018 in the state of Nevada. The Company's principle purpose is to offer and sell franchises that provide professional meal preparation agency/healthy food in a restaurant environment that offers dine-in, take-out, and food delivery services. In addition, the Company also provides catering and meal prep services.

Prior Period Adjustment:

In the previously issued financial statements as of and for the year ended December 31, 2020, the Company did not properly record certain payables and deferred contract costs. The financial statements as of and for the year ended December 31, 2020, have been restated to correct the aforementioned errors. The effect of the restatement was a decrease to member's deficit and net loss for 2020 totaling $6,400. The following table summarizes the impact on the 2020 financial statements:

	Previously Reported	Prior Period Adjustment	As Restated
Balance Sheet:			
Accounts payable	$ 11,286	$ 5,000	$ 16,286
Deferred contract costs - current	-	1,200	1,200
Deferred contract costs - noncurrent	-	10,200	10,200
Member's equity (deficit)	(46,850)	6,400	(40,450)
Income Statement:			
Consulting fees expense	$ 77,881	$ (6,400)	$ 71,481

Use of Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Cash and Cash Equivalents:

For the purpose of the statements of cash flows, the Company considers all highly liquid instruments purchased with a maturity of three months or less to be cash equivalents.

Note A
Summary of Significant Accounting Policies (Continued)

Accounts Receivable - Trade:

The Company extends credit to customers located primarily throughout North America based on the size of the customer, its payment history, and other factors. The Company generally does not require collateral to support customer receivables. The Company determines if receivables are past due based on days outstanding, and amounts are written off when determined to be uncollectible by management. The maximum accounting loss from the credit risk associated with accounts receivable is the amount of the receivable recorded, which is the face amount of the receivable, net of the allowance for doubtful accounts. The Company has not established an allowance for doubtful accounts as it is management's opinion that uncollectible accounts, if any, at December 31, 2021 and 2020 were not material to the financial statements.

Revenue Recognition:

On May 28, 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)". The ASU and all subsequently issued clarifying ASU's replaced most existing revenue recognition guidance in U.S. GAAP. The new guidance establishes the principles to report useful information to users of the financial statements about the nature, timing and uncertainty of revenue from contracts with customers. The Company adopted the new standard effective January 1, 2020 for the year ended December 31, 2020.

Revenues are recorded when: (i) a contract with a client has been identified, (ii) the performance obligation(s) in the contract have been identified, (iii) the transaction price has been determined, (iv) the transaction price has been allocated to each performance obligation in the contract, and (v) the Company has satisfied the applicable performance obligation. The Company's revenues consist of initial franchise fees determined on a franchisee-by-franchisee basis to establish the franchisee's business, store royalty fees based on sales, and marketing and advertising fees based on sales.

Initial franchise fees - The Company charges each new franchisee an initial fee to be paid at the signing of the franchise agreement in order to establish the franchisee's business and allow the use of the Company's brand. As it is interrelated with the Company brand itself, the Company has determined that it will satisfy this performance obligation and recognize franchise fee revenue over the franchise term, per the franchise agreements. The Company had two franchisees signed, but only one operating, as of December 31, 2021 and zero franchisees as of December 31, 2020 and 2019. Franchise fee revenue was $6,118, $2,083, and $- for the years ended December 31, 2021, 2020, and 2019, respectively.

Store royalty fees - The Company charges royalties to each franchisee for continued use of the Company brand. Royalties are collected on a monthly basis, are based on 5.0% of the franchisees' gross sales, and are recognized at the time of the underlying sales. Royalty revenue was $19,834, $- and $-, for the years ended December 31, 2021, 2020 and 2019, respectively.

Note A
Summary of Significant Accounting Policies (Continued)

Marketing assistance fees - The Company provides marketing assistance services to franchisees for the duration of the franchise agreement. Marketing fees are based on up to 1.5% of the franchisees' gross revenue, payable to the Company, and held in a marketing fund. The marketing fund is used for marketing expenses related to maximizing public recognition of the B Nutritious brand. Marketing revenue was $5,233, $- and $- for the years ended December 31, 2021, 2020 and 2019, respectively. The marketing fund balance was $- for the years ended December 31, 2021 and 2020.

Advertising:

The Company expenses advertising costs as incurred. Advertising expenses were $7,512, $4,147, and $2,320 for the years ended December 31, 2021, 2020 and 2019, respectively.

Income Taxes:

The Company has elected Limited Liability Corporation status under the Internal Revenue Code. Accordingly, the Company's taxable income is includable in the personal tax returns of its member. As such, no provision for income taxes has been made in the accompanying financial statements.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the company and recognize a tax liability (or asset) if the Company has taken an uncertain tax position that more likely than not would not be sustained upon examination by the Internal Revenue Service. Management has analyzed the tax positions taken by the Company, and has concluded that as of December 31, 2021 and 2020 there were no uncertain tax positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Company is subject to routine audits by taxing and other jurisdictions. However, there are currently no audits in progress for any prior tax periods. The Company's tax returns since inception (2018) are subject to examinations by tax authorities.

Recent Accounting Pronouncements:

In February 2016, the FASB issued an update to its guidance on lease accounting. This update revises the accounting for operating leases by a lessee, among other changes, and requires a lessee to recognize a liability to make lease payments and an asset representing its right to use the underlying asset for the lease term in the balance sheet. The distinction between finance and operating leases has not changed and the update does not significantly change the effect of finance and operating leases on the statement of operations. The guidance is effective for annual periods beginning after December 15, 2021, with early adoption permitted. The Company is in the process of evaluating the application and implementation of the new guidance.

B NUTRITIOUS FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020, AND 2019

Note B
Revenue from Contracts with Customers

Deferred Revenue:

Contract liabilities consist of deferred revenue, which represents unearned revenue generated from the sale of new franchises and the approval of new franchisee locations. Franchise fee and development fee revenues are recognized when performance obligations are satisfied. Management determined that performance obligations related to franchise fees are satisfied over time, and revenue is recognized on a straight-line basis over the term of the underlying franchise agreement. These contract liabilities are classified as deferred revenue on the balance sheets. The following table reflects the change in contract liabilities between December 31, 2021 and 2020:

Balance at December 31, 2019	$ -
Revenue recognized that was included as a contract liability at the beginning of the year	-
Increase, excluding amounts recognized as revenue during the year	62,917
Balance at December 31, 2020	62,917
Revenue recognized that was included as a contract liability at the beginning of the year	(6,118)
Decrease relating to notes receivable discount	(1,842)
Increase, excluding amounts recognized as revenue during the year	-
Balance at December 31, 2021	$ 54,957

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2021:

Year Ending December 31,	Amount
2022	$ 6,083
2023	6,083
2024	6,083
2025	6,291
2026	6,500
Thereafter	23,917
	$ 54,957

Deferred Costs:

Deferred costs consist primarily of commissions paid to third parties by the Company for locating and obtaining franchisees which are generally recognized on a straight-line basis over the pre-opening term of the underlying franchise agreement.

Note B
Revenue from Contracts with Customers (Continued)

The following table illustrates estimated expenses expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2021:

Year Ending December 31,	Amount
2022	$ 1,200
2023	1,200
2024	1,200
2025	1,200
2026	1,200
Thereafter	4,200
	$ 10,200

Note C
Concentrations

Significant Vendor:

A significant vendor is defined as one from which the company receives at least 10% its total expenditures. For the year ended December 31, 2021, the Company had purchases from three vendors totaling $38,378, which comprised approximately 93% of the Company's annual expenditures. The accounts payable balance included $3,001 to these vendors at December 31, 2021.

For the years ended December 31, 2020 and 2019, the Company had purchases from two vendors totaling $82,881 and $89,500, which comprised approximately 86% and 91% of the Company's annual expenditures, respectively. The accounts payable balance included $14,500 and $21,900 to these vendors at December 31, 2020 and 2019, respectively.

Significant Customer:

A significant customer is defined as one from whom at least 10% of annual revenue is derived. The Company had revenues from one franchisee totaling $28,571, which comprised approximately 92% of annual revenues for the year ended December 31, 2021. The accounts receivable balance included $- from this franchisee at December 31, 2021.

The Company had revenues from two franchisees totaling $2,083, which comprised approximately 100% of annual revenues for the year ended December 31, 2020. The accounts receivable balance included $25,000 from these franchisees at December 31, 2020.

Note D
Related Party Transactions

In November 2020, B Nutritious, LLC, an entity under common ownership, entered into an asset sale agreement with a new franchisee, effective January 1, 2021, related to the sale of substantially all of the operational assets of one of its restaurant locations and required the franchisee to simultaneously execute a franchise agreement with the Company. The asset sale agreement provided for a noninterest bearing note receivable executed and delivered on January 1, 2021, and maturing June 2025, with a face value of $90,000, which includes the proceeds for the asset purchase and the $25,000 unfunded portion of the franchise fee receivable from December 31, 2020. This note was discounted for an implied interest rate of 3.5%, which was the prime rate at January 1, 2021. On January 1, 2021, the Company's member, and common owner with B Nutritious, LLC, assigned this note to the Company in payment of the outstanding franchise fee receivable of $25,000 with the remainder, net of discount, treated as an equity contribution. Terms for the note receivable include monthly payments of $1,700 to be made by the franchisee to the Company. At December 31, 2021 and 2020, the note receivable, net of discount, related to this transaction was $67,072 and $-, respectively. Interest revenue related to the accretion of the discount was $2,403, $-, and $- for the years ended December 31, 2021, 2020, and 2019, respectively.

As of December 31, 2021 and 2020, the Company's due from member balance totaled $919 and $-, respectively.

Note E
Subsequent Events

The Company evaluated subsequent events through April 12, 2022, when these financial statements were available to be issued. Management is not aware of any significant events that occurred subsequent to the balance sheet date but prior to the filing of this report that would have an material impact on the financial statements.

EXHIBIT G TO THE DISCLOSURE DOCUMENT
LIST OF CURRENT AND FORMER FRANCHISEES

The following is a list of the names of all current operating franchisees and the address and telephone number of each of their outlets:

Franchisee	Address	Phone Number
Meal Prep Kitchens, LLC	3311 Tyler Ave. El Monte, CA 91731	(626) 975-7524

The following is a list of the names of all current franchisees that have signed a Franchise Agreement, but are not yet open for business as of December 31, 2021~~2020~~:

Franchisee	City and State	Phone Number
Medina Brothers, LLC	Woburn, MA	(857) 285-1687

Currently, no franchisee is operating under an Area Development Agreement.

The following is a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

None.

EXHIBIT H TO THE DISCLOSURE DOCUMENT
FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, B NUTRITIOUS FRANCHISE, LLC. and you are preparing to enter into a Franchise Agreement for the operation of a franchised business. In this Franchisee Disclosure Questionnaire, B NUTRITIOUS FRANCHISE, LLC. will be referred to as "we" or "us." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate, or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed B NUTRITIOUS FRANCHISE, LLC.'s Franchise Agreement and each exhibit, addendum, and schedule attached to it?
   Yes _____ No _____

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?
   Yes _____ No _____

   If "No," what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

3. Have you received and personally reviewed our Disclosure Document we provided to you?
   Yes _____ No _____

4. Do you understand all of the information contained in this Disclosure Document?
   Yes _____ No _____

   If "No," what parts of the Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

   _____

_____

_____

_____

_____

_____

5. Have you discussed the benefits and risks of operating the franchised business with an attorney, accountant, or other professional advisor, and do you understand those risks?
Yes _____ No _____

6. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms, and other economic and business factors?
Yes _____ No _____

7. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits, or operating costs of the franchised business that we or our franchisees operate?
Yes _____ No _____

8. Has any employee or other person speaking on our behalf made any statement or promise concerning a franchised business that is contrary to, or different from, the information contained in the Disclosure Document?
Yes _____ No _____

9. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a franchised business?
Yes _____ No _____

10. Has any employee or other person speaking on our behalf made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance that we will furnish to you that is contrary to, or different from, the information contained in this Disclosure Document?
Yes _____ No _____

11. If you have answered "Yes" to any of questions 7 through 10, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of these questions, please leave the following lines blank.

_____

_____

_____

_____

_____

_____

_____

_____

12. Do you understand that in all dealings with you, our officers, directors, employees, and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between you and us?
Yes _____ No _____

You understand that your answers are important to us and that we will rely on them.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.

_____
Name of Franchisee/Applicant

_____
Date

_____
Signature

_____
Name and Title of Person Signing

EXHIBIT I TO THE DISCLOSURE DOCUMENT
STATE-SPECIFIC ADDENDA

STATE-SPECIFIC ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT, MULTI-UNIT FRANCHISE AGREEMENT, AND UNIT FRANCHISE AGREEMENT

The following modifications are to the Franchise Disclosure Document between B Nutritious Franchise, LLC ("Franchisor," "we," "us," or "our") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement and Area Development Agreement between Franchisor and you ("you," "you," or "your" dated _____, 20___.

The state-specific amendments of this State Law Addendum to Franchise Disclosure Document, Franchise Agreement, and Area Development Agreement ("**State Addendum**") apply only to those persons residing or operating Placement Agencies in the following states:

FOR THE STATE OF CALIFORNIA:

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

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 dfpi.ca.gov.

THE FRANCHISOR'S AUDITED FINANCIAL STATEMENTS AS OF DECEMBER 31, 2018 REFLECT THAT CURRENT LIABILITIES EXCEED CURRENT ASSETS. THIS MEANS THAT THE FRANCHISOR MAY NOT HAVE THE FINANCIAL RESOURCES TO PROVIDE SERVICES OR SUPPORT YOU.

The Franchise Disclosure Document is hereby amended as follows:

The franchisor, any person or franchise broker in Item 2 of the FDD is not 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 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

The Franchise Agreement and Area Development Agreement contain a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The Department has determined that either the franchisor has not demonstrated it is adequately capitalized or that the franchisor must rely on franchise fees to fund operations. The Commissioner has imposed deferral of all initial fees.

Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business. For area development offerings, the portion of the fee attributable to an individual outlet in the development schedule is deferred until after all of franchisor's initial obligations are complete and that outlet is open for business.

The Franchise and Area Development Agreements are hereby amended as follows:

Despite anything to the contrary in the Franchise Agreement and Area Development Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of California:

1. Any condition, stipulation, or provision in the Franchise Agreement and Area Development Agreement which would result in your waiver of compliance with any provision of the California Franchise Relations Act is void to the extent that such provision violates such act.

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

For the purposes of Cal. Bus. & Prof. Code Section 20022, the parties agree as follows:

The parties agree that they will use the declining-balance depreciation method to calculate the value of Franchisee's inventory, supplies, equipment, fixtures, and furnishings (the "Assets") for the purposes of a purchase by us under Section 20022. The purchase price by us for the Assets will not include the cost of removal and transportation of those assets, which will be your responsibility.

The parties agree that for the purposes of Section 20022, you are not able to provide to us "clear title and possession" to your Assets if those Assets are subject to liens or encumbrances including: a) purchase money security interest; b) blanket security interest; c) right of first refusal; d) lien by franchisee's landlord; or e) tax lien.

The parties agree that for the purposes of Section 20022(h), our right of offset will include the following amounts owed by you to us or our Affiliates: a) Royalty Fees; b) Marketing Fund contributions; and c) any other type of fee owed by you to us or our Affiliates.

For the purposes of Cal. Bus. & Prof. Code Section 20035, the parties agree as follows:

"Fair market value of the franchise assets" means the value of your Assets, valued according to the declining-balance method of depreciation. The purchase price by us for the Assets will not include the cost of removal and transportation of those assets, which will be your responsibility.

"Fair market value of the franchised business" means the "fair market value of the franchise assets" as defined above, plus goodwill. The parties agree that the value of goodwill is the amount of Royalty Fees paid by you to us within the 12-month period immediately before our termination or failure to renew you in violation of the California Franchise Relations Act.

The Franchise and Area Development Agreements and Franchise Disclosure Document are hereby amended as follows:

Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business. For area development offerings, the portion of the fee attributable to an individual outlet in the development schedule is deferred until after all of franchisor's initial obligations are complete and that outlet is open for business.

FOR THE STATE OF CONNECTICUT:

The following statement is added to the cover page of the Franchise Disclosure Document:

The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

The following statement is added to Item 3 of the Franchise Disclosure Document:

There are no pending or completed actions against us relating to Securities Laws; Business Opportunity Laws; Actions Brought by Present or Former Purchaser-Investors Involving Franchise; or Business Opportunity Relationships that are required to be disclosed in this Disclosure Document.

The FDD, Franchise and Area Development Agreements are hereby modified to state that, if we require you to purchase products, equipment or supplies from us but fail to provide those products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within 45 days of the required opening date stated in your contract, you may notify us in writing and demand that the contract be canceled.

FOR THE STATE OF 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 HEREIN 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 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.

FOR THE STATE OF ILLINOIS:

Illinois law governs the franchise agreements.

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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.

Franchisees rights upon termination and non-renewal 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.

FOR THE STATE OF INDIANA:

Item 8 of the Franchise Disclosure Document 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 Franchise Disclosure Document is amended to add the following:

> 17(e) is amended subject to Indiana Code 23-2-2.7-1(7), which makes it unlawful for us to unilaterally terminate your franchise agreement unless there is a material violation of the Franchise and Area Development Agreements and termination is not in bad faith.
>
> 17(m) is amended subject to Indiana Code 23-2-2.7-1(5), which prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.
>
> 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant will have a geographical limitation of the Protected Area granted to you.

17(v) is amended to provide that you will be permitted to begin litigation in Indiana for a cause of action under Indiana law.

17 (w) is amended to provide that if there is a conflict of law, Indiana Law governs any cause of action which arises under the Indiana Disclosure Law or Indiana Deceptive Franchise Practices Act.

Despite anything to the contrary in the Franchise and Area Development Agreements, 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 Franchise Disclosure Document, the Franchise and Area Development Agreements, or California 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 and Area Development Agreements, will supersede the provisions of the Agreement to the extent the Agreement may be inconsistent with such prohibition.

3. Any provision in the Franchise and Area Development Agreements which would require you to prospectively assent to a release, or, 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 Franchise and Area Development Agreements will be 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 and Area Development Agreements:

No Limitation on Litigation. 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.

FOR THE STATE OF IOWA

Any provision in the Franchise and Area Development Agreements 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 and Area Development Agreements:

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 twenty 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, or send a telegram, to Brian Nguyen at B Nutritious Franchise, LLC, 2780 S. Jones Blvd., #200-3114, Las Vegas, Nevada 89146; (~~510) 858-1508~~940) 290-0958, not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

Date: _____

FOR THE STATE OF MARYLAND

Pursuant to COMAR 02.02.0.8.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability arising under the Maryland Franchise Registration and Disclosure Law. 17(c) and 17(m) of the Franchise Disclosure Document and sections of the Franchise and Area Development Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment, shall not apply to liability under the Maryland Franchise Registration and Disclosure Law and those documents are hereby amended consistent with Maryland law.

The Franchisee Disclosure Questionnaire (Exhibit H to the Franchise Disclosure Document) is hereby amended by stating that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of any 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.

17(v) of the Franchise Disclosure Document and Franchise and Area Development Agreements are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration & 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.

Section 17(w) of the Franchise Disclosure Document is hereby amended to the extent required under the Maryland Franchise Registration and Disclosure Laws.

The Franchise and Area Development Agreements provide for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A Sec. 101 *et seq.*).

The Franchise and Area Development Agreements and Franchise Disclosure Document are hereby amended as follows:

Due to our financial condition, the Maryland Office of the Attorney General, Securities Division, has required us to defer all initial fees until your business is open and operating. All of your initial fees, including your initial franchise fee (if any) will be deferred until our initial obligations to you are complete and your business is open and operating.

B Nutritious Franchise, LLC	you: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

FOR THE 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.

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:

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

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

A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause will 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 of the failure and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee

is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of our intent not to renew the franchise.

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

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

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 will 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 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.

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).

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 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

Lansing, Michigan 48913
Telephone Number: (517) 373-7117

FOR THE STATE OF MINNESOTA:

Despite anything to the contrary in the Franchise and Area Development Agreements, the following provisions will supersede and apply to all franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise and Area Development Agreements that 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 Franchise Disclosure Document or 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 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 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 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 this 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 Agreement and our System standards. Notwithstanding anything to the contrary in the Franchise and Area Development Agreements, we will protect your rights under this 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 and Area Development Agreements 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 provisions of the Franchise and Area Development Agreements that require you to sign a general release prior to renewing or transferring your franchise are hereby deleted from the Franchise and Area Development Agreements.

7. The following language will be added to the Franchise and Area Development Agreements:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

9. 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.

The Franchise and Area Development Agreements and Franchise Disclosure Document are hereby amended as follows:

Due to our financial condition, the Minnesota Department of Commerce has required us to defer all initial fees until your business is open and operating. All of your initial fees, including your initial franchise fee will be deferred our initial obligations to you are complete and your business is open and operating.

FOR THE STATE OF 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 SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. 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.

6. 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.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

> However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

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

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

FOR THE STATE OF NORTH DAKOTA:

Sections of the Franchise Disclosure Document, Franchise and Area Development 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.

The Franchise and Area Development Agreements and Confidentiality / Non-Competition Agreement contain a covenant not to compete which may not be enforceable under North Dakota law.

Sections of the Franchise Disclosure Document and Franchise and Area Development 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 Franchise Disclosure Document and Franchise and Area Development 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.

Sections of the Franchise Disclosure Document and Franchise and Area Development 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.

Sections of the Franchise Disclosure Document and Franchise and Area Development 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.

Section of the Franchise Disclosure Document and Franchise and Area Development 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.

FOR THE STATE OF OHIO:

The following language will be added to the Franchise and Area Development Agreements:

> 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.

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 twenty 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, or send a telegram, to Brian Nguyen, 2780 S. Jones Blvd., #200-3114, Las Vegas, Nevada 89146; (~~510) 858-1508~~940) 290-0958, not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

you: _____

By: _____

Print Name: _____

Its: _____

Date: _____

FOR THE STATE OF 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 Franchise Disclosure Document and Franchise and Area Development Agreements are amended accordingly to the extent required by law.

The above language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and you do not agree with the above language and believe that each of the provisions of the Franchise and Area Development Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and you intend to fully enforce all of the provisions of the Franchise and Area Development 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.

FOR THE STATE OF VIRGINIA:

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

Additional Disclosure. The following statements are added to Item 17(h) of the Disclosure Document. 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 ground for default or termination stated in the Franchise and Area Development Agreements 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.

The following is added to the cover page of the Disclosure Document:

Please consider the following RISK FACTORS before you buy this franchise:

THIS IS A DEVELOPMENT STAGE COMPANY WHICH MAY ENTAIL ADDITIONAL RISK OF FINANCIAL LOSS.

WE WERE INCORPORATED ON MAY 14, 2018 AND HAVE A BRIEF OPERATING HISTORY FOR YOU TO REVIEW. BECAUSE WE HAVE BEEN OPERATING FOR ONLY A SHORT PERIOD OF TIME, WE HAVE LIMITED RESOURCES WITH WHICH TO SUPPORT THE FRANCHISE SYSTEM. YOU MAY WANT TO CONSIDER THESE FACTORS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.

Due to our financial condition, the state of Virginia has required us to defer all initial fees until your business is open and operating. All of your initial fees, including your initial franchise fee will be deferred our initial obligations to you are complete and your business is open and operating.

FOR THE STATE OF WASHINGTON:

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for

inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

The collection of initial franchise fees will be deferred until we have fulfilled our initial pre-opening obligations and you are open for business. If you are signing a Multi-Unit Franchise Agreement, your initial fees will be prorated and collected as each unit is opened.

FOR THE STATE OF WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise and Area Development Agreements if such provision is in conflict with that law. The Franchise Disclosure Document and Franchise and Area Development Agreements are amended accordingly.

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing State-Specific Addendum, if any, supersedes any inconsistent portion of the Franchise and Area Development Agreements dated the _____ day of _____, 20___, and of the Franchise Disclosure Document. The parties further acknowledge and agree that this State-Specific Addendum is applicable only to those persons specifically subject to the protections of the state laws referenced in this State-Specific Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this State Law Addendum as of the Effective Date of the Franchise and Area Development Agreements between the parties.

B Nutritious Franchise, LLC	you: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

EXHIBIT J TO THE DISCLOSURE DOCUMENT
STATE EFFECTIVE DATES AND RECEIPTS

STATE EFFECTIVE DATES

The following states 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	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

RECEIPT

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

If B Nutritious 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 or New York law, if applicable, B Nutritious Franchise, LLC must provide this disclosure document to you at your 1st personal meeting, or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires B Nutritious Franchise, LLC to give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If B Nutritious 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.

The name, principal business address and telephone number of each franchise seller offering the franchise: Brian Nguyen, 2780 S. Jones Blvd., #200-3114, Las Vegas, Nevada 89146; (510) 858-1505. We have inserted the name and address of any other franchise seller below (we attach additional pages if necessary):

_____

Issuance Date: ~~May 17,~~ April 18, 2022~~2021~~

See Exhibit A for B Nutritious Franchise, LLC's registered agents authorized to receive service of process.

I have received a disclosure document dated ~~May 17,~~ April 18, 2022~~2021~~ that included the following Exhibits:

A. State Administrators
B. State Agents for Service of Process
C. Franchise Agreement
D. Operations Manual Table of Contents
E. Area Development Agreement
F. Financial Statements
G. List of Current and Former Franchisees
H. Franchisee Disclosure Questionnaire
I. State-Specific Addendum
J. Receipts

Date	Signature	Printed Name
Date	Signature	Printed Name

Please sign both copies of the receipt and date your signature. Please retain one copy for your records, and return the other copy to Brian Nguyen at B Nutritious Franchise, LLC, 2780 S. Jones Blvd., #200-3114, Las Vegas, Nevada 89146; (510) 858-1505.

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I. State-Specific Addendum
J. Receipts

Date	Signature	Printed Name
Date	Signature	Printed Name

Please sign both copies of the receipt and date your signature. Please retain one copy for your records, and return the other copy to Brian Nguyen at B Nutritious Franchise, LLC, 2780 S. Jones Blvd., #200-3114, Las Vegas, Nevada 89146; (510) 858-1505.